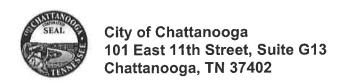
#### ADDENDUM NO. \_1\_

BID NO:159279 / 304911
DATE OF BID OPENING: November 21, 2017
TIME: _2:00 PM
DEPARTMENT: Waste Resources
COMMODITY: Mixer Gear Reducer Repair Services
Revised Specifications and Bid Form  The specifications and bid form have been revised to add a fourth level of repair for Models 880 and 881. The attached Bid Solicitation replaces the original. Bid opening is still Nov. 21, 2017 at 2:00 PM Eastern.
(SIGNED)
(SIGNED)
COMPANY:

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT (ghipp@chattanooga.gov or fax to 423-643-7244 or mail to Purchasing (Attn: Geoffrey Hipp), 101 E. 11<sup>th</sup> St., Chattanooga, TN 37402). RETAIN A COPY FOR YOUR FILES.



#### **SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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R			

#### BID OPENING DATE AND TIME:

21-NOV-17 at 2:00 PM

**BID NUMBER: 304911** 

**BUYER:** 

**PHONE #**: (423) 643-7230 **DELIVERY REQUIRED:** 

M	City of Chattanooga	
A	101 East 11th Street, Suite G13	
1	Chattanooga, TN 37402	
L		
T		

**Unit Price** Total Class-Item Quantity Unit Item Requisition No.: 159279 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 DESCRIPTION: This shall be a twelve (12) month blanket contract for Mixer Gear Reducer Repair Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.

ATTACHMENTS:

- Specifications

- Iran Divestment Act
- Affirmative Action Plan
- Standard Terms and Conditions:

(http://www.chattanooga.gov/purchasing/standard-terms-and-conditions)

\*\*\* BIDS MUST BE RECEIVED NO LATER THAN \*\*\*

2:00 PM ON NOVEMBER 21, 2017 \*\*\*\*\*

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304911) ON OUTSIDE PACKAGING

ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED.

NOTE: All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

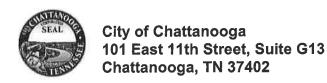
#### PRICE ESCALATION CLAUSE:

All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract

renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.

PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name	
Address	
Phone/Toll-Free No.	
Fax No	
E-Mail Address	



#### **SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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D O R	8		

#### **BID OPENING DATE AND TIME:**

21-NOV-17 at 2:00 PM

**BID NUMBER: 304911** 

#### **BUYER:**

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

M	City of Chattanooga	
Α	101 East 11th Street, Suite G13	
1	Chattanooga, TN 37402	
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		<b>-</b>	4.			
Item	Class-Item		Quantity	Unit	Unit Price	Total
Contact Person's N	lame					
Estimated Delivery						
Minority-Owned Bu	usiness Small Business Vo	eteran				
Minority Woman O	wned Business Disabled Veter	an				
Women-Owned Bu	siness					

#### NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

Bids will be received at the above mentioned address.	COMPANY:
TERMS OF PAYMENT:	SIGNATURE:
TELEPHONE NUMBER:	NAME AND TITLE:



City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402

#### **SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file,

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#### BID OPENING DATE AND TIME:

21-NOV-17 at 2:00 PM

**BID NUMBER: 304911** 

0

**BUYER:** 

**PHONE #**: (423) 643-7230 **DELIVERY REQUIRED**:

W 100	
M	
A	City of Chattanooga
	101 East 11th Street, Suite G13
	Chattanooga, TN 37402
T	

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Model 880 Mixer Gear Drive, Level 1 Repair	1	Each		-
2	Model 880 Mixer Gear Drive, Level 2 Repair	1	Each	<del></del>	
3	Model 880 Mixer Gear Drive, Level 3 Repair	1	Each	<del></del>	
4	Model 880 Mixer Gear Drive, Level 4 Replacement	1	Each		
5	Model 880 Mixer Gear Drive, Replacement Reducer	1	Each		
6	Model 881 Mixer Gear Drive, Level 1 Repair	1	Each		
7	Model 881 Mixer Gear Drive, Level 2 Repair	1	Each		
8	Model 881 Mixer Gear Drive, Level 3 Repair	1	Each	===	
9	Model 881 Mixer Gear Drive, Level 4 Replacement	1	Each	<u></u>	
10	Model 881 Mixer Gear Drive, Replacement Reducer	1	Each		

#### NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL	. BIDS MUST	BE SIGNED -	<ul> <li>The undersi</li> </ul>	igned offers t	he above (	quoted	prices
und	er the conditi-	ons contained I	herein.				

The City is Exempt from all Federal and State Tax. Bids will be received at the above mentioned address.	COMPANY:	
TERMS OF PAYMENT:	SIGNATURE:	
TELEPHONE NUMBER:	NAME AND TITLE:	



City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402

#### **SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

> E Z	RFQ		
D O R	,		

#### BID OPENING DATE AND TIME:

21-NOV-17 at 2:00 PM

**BID NUMBER: 304911** 

**BUYER:** 

**PHONE #**: (423) 643-7230 **DELIVERY REQUIRED**:

M A	City of Chattanooga
I L T	101 East 11th Street, Suite G13 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Model 506 Mixer Gear Drive, Level 1 Repair	1	Each		
12	Model 506 Mixer Gear Drive, Level 2 Repair	1	Each		
13	Model 506 Mixer Gear Drive, Level 3 Repair	1	Each		
14	Model 506 Mixer Gear Drive, Replacement Reducer	1	Each		
15	Series 10 All Model 15Q , Level 1 Repair	1	Each		
16	Series 10 All Model 15Q , Level 2 Repair	1	Each		
17	Series 10 All Model 15Q , Level 3 Repair	า 1	Each	<u> </u>	
18	Series 10 All Model 15Q , Replacement Reducer	Ĺ	Each	-	
19	Miscellaneous parts needed for repairs percent markup	ı	Each		<del></del>

#### NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

	under the conditions contained herein.
The City is Exempt from all Federal and State Tax. Bids will be received at the above mentioned address.	COMPANY:
TERMS OF PAYMENT:	SIGNATURE:
TELEPHONE NUMBER:	NAME AND TITLE:

# SPECIFICATIONS FOR BLANKET CONTRACT TO SUPPLY MIXER GEAR REDUCER REPAIR SERVICES FOR THE WASTE RESOURCES DIVISION CITY OF CHATTANOOGA, TENNESSEE (AUGUST 2017)

#### 1.0 GENERAL

#### 1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, and any other related expenses necessary to provide a blanket service contract for repair services for all of the division's Lightnin mixer gear reducers for the WASTE RESOURCES DIVISION at the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

A listing of all current Lightnin mixer gear reducers covered by these specifications is given in Appendix A.

It is the responsibility of each bidder to visit the Moccasin Bend Wastewater Treatment Plant to become familiar with and have a working knowledge of all types, sizes, and quantities of mixers that are to be repaired under these specifications.

Any questions or comments related to the services described in these Specifications may be directed to the Plant Superintendent at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 (423) 757-0054.

#### 1.2 BASIS OF BIDDING

The Contractor shall submit bid on attached form included as Appendix B and shall list all prices as described herein. The Bid shall include prices for three different levels of repair as described in Section 2.2.2, as well as replacement of gear reducer. Section 2.2.1 describes all three levels of repair, the procedure for determining which level of repair is needed, and the standards required for the materials and methods to be used. No repairs are to be made until the City has approved the level of repair and authorized the work. The cost for all services shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost. The cost for all services shall include any and all equipment necessary to perform the work described herein.

The contractor shall also turn in a bid on miscellaneous parts that may be needed that are unknown at this time. The intent is for the vendor to put in his

bid his percent markup above his documented cost for any miscellaneous parts needed not otherwise covered in this specification. This would apply for example in the case the city desired to purchase a spare mixer to have on hand in case of emergencies.

The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.

#### 1.3 SUBMITTALS

#### 1.3.1 Bid Bond

Not Required

#### 1.3.2 Performance Bond

None Required.

#### 1.3.3 References and Experience

#### A. References

- The Contractor shall submit a list of five (5) customers for whom the Contractor has performed mixer maintenance and repair services during the past three (3) years and provided labor, equipment, and materials to perform similar services.
- 2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

#### B. Experience

- 1. The Contractor shall submit a brief company history of providing the specified services.
- 2. The Contractor shall provide a brief description of its service facilities and the work performed there.
- 3. The Contractor shall provide a description of its work force including number of skilled personnel and their length of service with the company.
- 4. The Contractor shall provide a list of mixer and gear box manufacturers for whom it serves as a factory authorized repair and service facility.

#### 1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with rules and conditions found in the City of

Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

#### 1.5 LENGTH OF CONTRACT

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Contractor shall provide firm rates for the first year of the Contract.

The City shall have the option of extending the Contract for two (2) additional one (1) year periods.

#### 1.6 INSURANCE

The Contractor shall, prior to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$750,000
Bodily Injury Liability	\$750,000 each occurrence
Except Automobile	\$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury	\$750,000 each person
Liability	\$1,500,000 each occurrence
Automobile Property Damage	\$750,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

#### 1.7 WARRANTY

The Contractor shall warrant and guarantee the work performed for a period of two (2) years following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

#### 2.0 SERVICES AND OTHER REQUIREMENTS

#### 2.1 GENERAL

#### 2.1.1 Sole Vendor

The Contractor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

#### 2.1.2 Compliance with Applicable Regulations

All of the services provided by the Contractor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Contractor or to the services described herein.

The Contractor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

#### 2.1.3 Inspection

The services furnished by the Contractor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Contractor.

#### 2.1.4 Failure to Provide Services and Termination of Contract

In the event the Contractor:

- A. Fails to initiate services on the date specified or otherwise agreed to;
- B. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- C. After having begun services, abandons them for any reason;
- D. Suspends or refuses to continue services; or
- E. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Contractor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Contractor.

#### 2.2 DESCRIPTION OF CONTRACTED SERVICES

#### 2.2.1 General

A. The Contractor shall provide all labor, benefits, equipment, fuel, materials and any other related expenses necessary to provide the mixer

gear reducer repair services described herein for the Waste Resources Division. The Contractor shall provide the repair services on an "as needed" basis as requested by the City.

- B. Contractor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.
- C. All gear reducers shall receive the following services, and the cost for these services shall be included in other service prices:
  - 1. Disassemble gear reducer at repair shop, clean and inspect all parts including but not limited to all gears, bearings, bores, and gear casing.
  - 2. Measure all bearing bores to ensure they are within the proper specifications.
  - Prepare a report which details the level of repair recommended (Level 1, Level 2, or Level 3) and describes the gear reducer condition including root cause of failure. Photos of gearing and failed parts shall be included within the repair report and be available digitally.
- D. Gear reducers will be rebuilt for all levels per procedures detailed within Lightin Maintenance Instructions for Model 780/880, 781/881, and 506/606.
- E. All levels-Replace all bearings, shims, seals, and gaskets in the gear reducer.
- F. All levels -Rebuild the gear reducer with all the correct tolerances including but not limited to mounting distance, backlash, and axial floats as detailed within the Lightnin Maintenance Instructions.
- G. All levels- Spin test the gear reducer checking for running noise.
- H. All levels- The gear reducer shall be repainted with a primer and top coat to match the existing color and be painted in accordance with the OEM specifications.
- All levels- The inside of the gear reducer shall be recoated with a manufactures approved sealer to prevent corrosion.

- J. All levels- After rebuild and prior to shipment, the interior of the gear reducer shall be treated with a vapor phase corrosion inhibitor as detailed in Lightning General Instructions.
- K. All levels- Main drive bearings shall have an L-10 life of a minimum of 100,000 hours based upon continuous operation at maximum speed and horsepower.
- L. All levels- Output shaft bearings shall have an L-10 life of a minimum of 300,000 hours based upon continuous operation at maximum speed and horsepower.
- M. Level 2 and 3 When new gearing is required (Level 2 & Level 3 repairs), all gearing shall conform to AGMA Standards 6010-E88 and shall be AGMA quality 10 or better; all gears will be hobbed and ground smooth.

#### 2.2.2 Service Levels General Specifications

Repair level descriptions are as follows:

- A. Level 1
   Disassemble, clean and inspect the reducer,
   Replacement of all bearings, oil seals, shims and gaskets,
   Reassemble, spin test and paint unit.
- B. Level 2
   Incorporates all services offered in Level 1,
   Plus replacement of the high speed helical change gears.
- C. Level 3
  Incorporates all services offered in Level 1 and Level 2,
  Plus replacement of low speeds spiral bevel gears.
- C.1 Level 4 –Models 880 and 881 have a triple reduction. The above Level 2 and Level 3 require for level2 high speed gear replacement and for Level 3 Low speed spiral gear replacement. These gear boxes have an additional reduction. Level 4 replacement is where the vendor shall state his bid to replace these additional reductions.
- D. Replacement of gear reducer
  Should the City decide, based on inspection report, to replace in kind the entire gear reducer, contractor shall provide the replacement unit.
- E. Contractor shall arrange and pay for all shipping of mixers to and from the wastewater plant and include cost with their bid.

#### 2.2.3 City Supplied Services

The City will provide the following services;

- 1. A designated representative to authorize repair services.
- Access to City facilities covered by these specifications.

#### 3.0 EXECUTION

#### 3.1 CONTRACT STARTING DATE

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

#### 3.2 PAYMENT OF SERVICES

Payment will be made according to the City's normal policies and procedures. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405. Payment will be made after operational test and inspection of repaired Lightnin Mixer.

Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

Invoice Date is critical and Invoices must be sent to the City on the Invoice Date. The Invoice Date must not precede the Ship Date or Service Date.

Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.

Markup will be calculated as the following example:

If the part costs vendor \$100.00, and the Markup on contract is 10%, City will reimburse Vendor \$110.00.

Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga Attn: Accounts Payable Division 101 East 11th Street, Suite 101 Chattanooga, TN 37402 acctspayable@chattanooga.gov

and copy sent to:

Moccasin Bend Wastewater Treatment Plant 455 Moccasin Bend Road Chattanooga, TN 37405 MBacctspayable@chattanooga.gov

#### **APPENDIX A**

#### LIST OF MIXER GEAR DRIVES

#### SUMMARY OF LIGHTNIN MIXER GEAR DRIVES AT MOCCASIN BEND

The facility currently has a total of thirty-eight (38) LIGHTNIN mixer gear drives. Of these thirty-eight (38), the UNOX system agitators consist of a total of thirty-two agitators (32) contained on four (4) Trains of eight (8) agitators each, arranged as follows:

Mixer 1 – Lightnin Model 506Q10	Mixer 5 – Lightnin Model 880Q75
Mixer 2 - Lightnin Model 881Q100	Mixer 6 – Lightnin Model 880Q60
Mixer 3 – Lightnin Model 881Q100	Mixer 7 – Lightnin Model 880Q60
Mixer 4 – Lightnin Model 880Q75	Mixer 8 – Lightnin Model 880Q60

The other six (6) agitators are Lightnin Series 10 mixers located in the Centrifuge Bldg. #2 and at the Filter Press Lime Silos and include three (3) Model 15Q5 mixers and three (3) Model 15Q3 mixers.

#### **APPENDIX B**

## BID FORM ANNUAL REQUIREMENTS CONTRACT TO SUPPLY MIXER GEAR DRIVE REPAIR SERVICES FOR THE WASTE RESOURCES DIVISION CITY OF CHATTANOOGA, TENNESSEE

#### Repair Level Pricing

Section	Lightnin Model 880	Price Each	
2.2.2.A	Level 1 Repair		
2.2.2.B	Level 2 Repair		
2.2.2.C	Level 3 Repair		
2.2.2.C.1	Level 4 Replacement		
2.2.2.D	Replacement Reducer		

Section	Lightnin Model 881	Price Each	
2.2.2.A	Level 1 Repair		
2.2.2.B	Level 2 Repair		
2.2.2.C	Level 3 Repair		
2.2.2.C.1	Level 4 Replacement		
	Replacement Reducer		
2.2.2.D	,		

Section	Lightnin Model 506	Price Each
2.2.2.A	Level 1 Repair	
2.2.2.B	Level 2 Repair	
2.2.2.C	Level 3 Repair	
2.2.2.D	Replacement Reducer	

Section	Lightnin Series 10 All Model 15Q	Price Each
2.2.2.A	Level 1 Repair	
2.2.2.B	Level 2 Repair	Not Applicable
2.2.2.C	Level 3 Repair	
2.2.2.D	Replacement Reducer	

1.2	Miscellaneous	% markup over invoice

### Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted. Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)	
(PRINTED NAME)	
(BUSINESS NAME)	
(DATE)	

For further information, please see website:

https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List\_of\_pers ons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106,\_Iran\_Divestment\_Act-July.pdf

#### **Affirmative Action Plan**

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- 3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
  - b. Seek and maintain contracts with minority groups and human relations organizations as available.
  - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

	Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6.	The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)	
(Title and Name of Company)	
(Date)	