

**PUBLIC NOTICE
INVITATION TO BID # 1053**

The Springfield Electric Department will be accepting sealed bids for a **Standby Generator and Transfer Switch for City Hall Building**. Specifications may be downloaded at www.springfield-tn.org. Call Nicky Pinson at (615)384-6770 with questions. Bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:00 pm local time, Thursday, February 1, 2018. The City of Springfield reserves the right to reject any or all bids.

Lisa H. Crockett
City Recorder

**CITY OF SPRINGFIELD ELECTRIC DEPARTMENT
1000 CENTRAL AVENUE
SPRINGFIELD, TENNESSEE 37172**

PROPOSAL CONTRACT

**STANDBY GENERATOR AND TRANSFER SWITCH
FOR
CITY HALL BUILDING**

BID OPENING DATE: February 1, 2018

TIME: 2:00 p.m.

Contents:

- I. Proposal/Bid Preparation
- II. Base Bid
- III. Specifications
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- VI. Non-Collusion Affidavit
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I. PROPOSAL & BID PREPARATION

A. Preparation

BIDDER shall submit two (2) copies of bid proposal in a sealed envelope addressed to:

Lisa Crockett
City Recorder
City of Springfield
405 North Main Street
Springfield, TN 37172

Bids will open **February 1, 2018 at 2:00 p.m. CST.** No telephone or faxed bids will be considered.

B. Pricing

The BIDDER declares that this proposal is made without connection with any other person or persons bidding for the same work. Bids shall not contain any unbalanced prices, unauthorized additions, alterations, limitations, conditions, or provisions. Non-Collusion Affidavit and Business Relationships Affidavit must be returned with bid.

BIDDER shall use Section II Base Bid of this document to list all prices, terms, conditions, exceptions, and warranties.

Springfield Electric reserves the right to reject any or all bids.

C. Inspections and Tests

Unless otherwise specified in the contract or purchase order, BIDDER shall be responsible for the performance of all inspection and test requirements necessary to insure compliance with this specification. This action does not preclude subsequent inspection and testing by OWNER to further determine conformance to specification requirements of quality standards of workmanship, material, and construction techniques.

D. Questions

Any questions concerning these specifications should be directed to:

Nicky Pinson
Electrical Operations Superintendent
Springfield Electric Department
1000 Central Avenue
Springfield, Tennessee 37172
(615) 384-6770 ext. 121
(615) 382-1642 (fax)
npinson@springfield-tn.org

II. BASE BID

Proposal of _____, herein called "BIDDER", to the City of Springfield Electric Department, herein called "OWNER":

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

The BIDDER, in compliance with the invitation to bid for STANDBY GENERATOR AND TRANSFER SWITCH FOR CITY HALL BUILDING, having examined the plans and specifications with the related documents, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to install the equipment in accordance with the contract documents, within the time set forth therein, at the price stated therein.

Bidder agrees to perform work in compliance with all codes applicable to this project. All work is to be performed in a neat and professional manner.

This project is to be bid by BIDDER as a LUMP SUM BID for all work described in this specification.

BIDDER hereby agrees to complete work under this contract within one-hundred eighty (180) calendar days after receipt of order.

Prior to awarding of contract, BIDDER shall be required to provide OWNER the following:

- a. Certificate of Insurance per specified limits, and;
- b. All executed documents related to this project returned to OWNER, including Payment Bond, Performance Bond, and Affidavits, and;
- c. Written guarantee of material and workmanship for all work to be performed under this contract including any terms and conditions of guarantee, and;

ANY EXCEPTIONS OR SUBSTITUTIONS FROM THESE SPECIFICATIONS ARE TO BE NOTED AND EXPLAINED WITH ALL DOCUMENTATION SUPPLIED.

The OWNER reserves the right to reject any or all bids, to waive any informality in bids, and to accept in whole or part such bid or bids as may be deemed in the best interest OWNER.

Signature – BIDDER

Date

Company Name

Address

Telephone No.

_____ **SCOPE OF WORK AND SPECIFICATIONS FOLLOW THIS PAGE** _____

III. SPECIFICATIONS

SCOPE

The City of Springfield City Hall Building is located at 405 N. Main Street, Springfield, Tennessee. The building was constructed in the 1950's and remodeled in the early 1990's. This building currently houses all administrative offices, Human Resources, Billing, and Accounting. Constant power supply to this building is critical. Power is served to this building via an overhead transformer bank to a 1200 Amp, 120/208 volt 3-phase switchgear. A standby generator will need to be installed on a concrete pad (to be modified by the city) on the east side of the building between the parking lot and adjacent to the main entrance. All supply lines from the generator to the switchgear are proposed to be routed through the ground floor ceiling onto the electrical room to the existing switchgear. Bidder will be responsible for all electrical work and associated materials and supplies. Bidders are asked to bid all work indicated according to these specifications. **Proposals must meet or exceed these specifications.**

SUMMARY OF SPECIFICATIONS & SCOPE:

1. Furnish and install liquid cooled, diesel fueled, 130 kW standby generator and 1200 Amp transfer switch to serve 100% of existing load capacity.
2. Furnish all conduit, wiring, connections, and needed supplies for installation according to current National Electric Code (NEC), National Electric Safety Code (NESC), and all other applicable codes.
3. Coordinate concrete pad modifications with City of Springfield Electric Department and Public Works Department.
4. Conduct standard performance testing to insure proper operation.
5. Provide training on maintenance and operations to designated city personnel and include options for scheduled maintenance contract with bid.

PROSPECTIVE BIDDERS ARE REQUIRED TO SCHEDULE A VISIT OF THE SITE TO BECOME FAMILIAR WITH THE WORK TO BE PERFORMED. Building is available for inspection during regular working hours Monday-Friday 7:30 a.m. – 4:30 p.m. Please contact Nicky Pinson at (615)384-6770 ext. 125 to arrange a site visit.

ELECTRIC POWER SYSTEM SPECIFICATION

1. GENERAL

1.1. DESCRIPTION OF SYSTEM

1.1.1. Provide a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

1.2.1. A electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

1.2.2. The generator set(s) must conform to applicable NFPA standards.

1.2.3. The generator set(s) must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.

1.2.4. The generator set must be available with California's South Coast Air Quality Management District approval.

1.2.5. The generator set(s) must meet EPA federal emission guidelines for stationary standby power generation.

1.3. MANUFACTURER QUALIFICATIONS

1.3.1. This system shall be supplied by Generac Power Systems® or an approved equal who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of twenty years, thereby identifying one source of supply and responsibility.

1.3.2. To be classified as a manufacturer, the builder of the generator set must manufacture, at minimum, engines or alternators.

1.3.3. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

2. ENGINE-GENERATOR SET

2.1. Engine

2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged aftercooled engine of 4-cycle design. It will have a 6 cylinder block with a minimum displacement of 6.8 liters (457 cubic inches), with a minimum rating of 235 BHP. The unit requires a minimum rated output of 130 kW at an operating speed of 1800 RPM.

2.1.2. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system providing visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for operation in 122 degrees f, 50 degrees c ambient temperature.

2.1.3. The intake air filter(s) with replaceable element must be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s). Engine coolant and oil drain extensions, equipped with pipe plugs, must be provided to outside of the mounting base for cleaner and more convenient engine servicing. A fan guard must be installed for personnel safety.

2.1.4. The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire starting shall be by a solenoid shift, electric starter.

2.1.5. The engine fuel system shall be designed for operation on No. 2 diesel fuel. A primary fuel filter, water separator, manual fuel priming pump, fuel shutoff solenoid and all fuel lines must be installed at the point of manufacture.

2.1.6. The primary diesel fuel filter shall be capable of removing contaminants of 10 microns. Element shall be replaceable paper type.

2.1.7. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer. The contractor shall provide proper branch circuit from normal utility power source.

2.1.8. Sensing elements to be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown and overcrank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, each sensor connection shall be sealed to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving objects.

2.1.9. Provide the following items installed at the factory:

2.1.9.1. The manufacturer shall supply a catalytic muffler and air/fuel ratio controller. The catalytic muffler must be part of the engine exhaust system and completely installed and tested at the factory.

2.1.9.2. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system.

2.1.9.3. The fuel system for the 6.8L engine shall include a 510 gallon (usable), double wall base mounted fuel tank. It shall have a stub-up area convenient for electrical conduit entry. It shall have the structural integrity to support the engine-

generator set and carry the UL 142 mark. Minimum features shall include all welded construction, a fuel filler cap, electronic and manual fuel gauge, electric fuel level sensor, fuel line check valve, vent and fittings for fuel supply, return, fill and emergency vent. This tank must be supplied by the engine-generator set manufacturer and be installed before shipment.

2.1.9.4. Supply the base tank with emergency venting per NFPA 37.

2.1.10. Engine speed shall be controlled by isochronous governor with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.1.11. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 7.13.7

2.1.12. The generator system shall support generator start-up and load transfer within 10 seconds.

2.2. ALTERNATOR

2.2.1. The alternator shall be a 4 pole revolving field type, 12 lead, wired for 120/208 vac 3 phase, 60hz, rated at 200 kw with a permanent magnet driven exciter. Photosensitive components will not be permitted in the rotating exciter. The stator shall be direct connected to the engine to ensure permanent alignment. The generator shall meet temperature rise standards for Class "H" insulation, operate within Class "F" standards for extended life. All leads must be extended into an AC connection panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker.

2.2.2. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 5-13.2.6. The generator set and regulator must sustain at least 300% short circuit current for 10 seconds during 3 phase fault.

2.2.3. A NEMA 1 panel that is an integral part of the generator set must be provided to allow the installer a convenient location in which to make electrical output connections. A fully rated, isolated neutral must be included by the generator set manufacturer to insure proper sizing.

2.2.4. The electric plant (engine and alternator) shall be mounted with internal vibration isolation onto a welded steel base. External vibration isolation shall not be required for normal pad mounted applications.

2.2.5. Provide the following items installed at the factory:

2.2.5.1. A main line circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated per the manufacturer's recommendations. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. A system utilizing manual reset field circuit breakers and current transformers is unacceptable.

2.3. CONTROLS

2.3.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.

2.3.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic management system if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.

2.3.3. Communications shall be supported with building automation via the Modbus protocol without network cards or protocol exchangers. Optional internet and intranet connectivity shall be available.

2.3.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.

2.3.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.

2.3.6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.

2.3.7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .1msec data logging capabilities.

2.3.8. The control system shall provide pre-wired customer use I/O: 4 contact inputs, 2 analog inputs, 4 relay outputs, and communications support via RS232, RS485, and an optional modem. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.

2.3.9. The control panel will display all user pertinent unit parameters including:
Engine and alternator operating conditions
Oil pressure and optional oil temperature
Coolant temperature and level alarm

- Fuel level (where applicable)
- Engine speed
- DC battery voltage
- Run time hours
- Generator voltages, amps, frequency, kilowatts, and power factor
- Alarm Status
- Current alarm(s) condition per NFPA 110 level 1
- Alarm Log of last twenty alarm events (date and time stamped)

2.3.10. For system reliability and security concerns, access to and manipulation of the internal operating parameters and alarm limits shall be conducted via password protected PC based software by trained personnel. System configuration support shall be provided locally or remotely by the manufacturers servicing representatives.

3. ADDITIONAL UNIT REQUIREMENTS

3.1. Unit Accessories

3.1.1. The following equipment is to be installed at the engine-generator set manufacturer's facility:

3.1.1.1. 6.8L weather protective enclosure: The engine-generator set shall be factory enclosed in a heavy gauge steel enclosure constructed with 14 gauge corner posts, uprights and headers. The roof shall be made of aluminum, aid in the runoff of water and include a drip edge. The enclosure shall be coated with electrostatically applied powder paint, baked and finished to manufacturer's specifications. The color will be tan-standard. The enclosure is to have large, hinged doors to allow access to the engine, alternator and control panel. The doors must lift off without the use of tools. Each door will have lockable hardware with identical keys. Padlocks do not meet this specification.

The exhaust silencer(s) shall be provided of the size as recommended by the manufacturer and shall be of critical grade. The silencer(s) shall be mounted within the weather protective enclosure for reduced exhaust noise and provide a clean, smooth exterior design. It shall be connected to the engine with a flexible, seamless, stainless steel exhaust connection. A rain cap will terminate the exhaust pipe. All components must be properly sized to assure operation without excessive back pressure when installed.

3.1.1.2. A heavy duty, lead acid 12vdc battery set rated at 925 CCA, BCI group 31 shall be installed by the generator set manufacturer. Provide all intercell and connecting battery cables as required.

3.1.1.3. Provide an automatic dual rate battery charger. The automatic equalizer system shall monitor and limit the charge current to 10 amps. The output voltage is to be determined by the charge current rate. The charger must be protected against a reverse polarity connection. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

3.2 Automatic Transfer Switch

- 3.2.1 Provide a service entrance rated automatic transfer switch with a 1200 amp rating. Switch shall be Thompson Power Systems TS 870 Series or equal.

4. ADDITIONAL PROJECT REQUIREMENTS

4.1. APPLIED STANDARDS

- 4.1.1. The generator set(s) must be manufactured to the applicable specifications on file with Underwriters Laboratories and the UL 2200 mark must be affixed.

4.2. FACTORY TESTING

- 4.2.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

4.2.1.1. Verifying all safety shutdowns are functioning properly.

4.2.1.2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.

4.2.1.3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

4.3. OWNER'S MANUALS

- 4.3.1. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

4.4. INSTALLATION

- 4.4.1. Generator and transfer switch supplier shall install the complete electrical generating system including all electrical wiring, concrete pad modifications, conduit, grounding specific to this location to make a working stand by system in accordance with the manufacturer's recommendations as reviewed by the Engineer.

4.5. SERVICE

- 4.5.1. Supplier of the electric plant and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.

4.6. STARTUP AND CHECKOUT

4.7.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to check out the completed installation and to perform an initial startup inspection to include:

4.7.1.1. Ensuring the engine starts (both hot and cold) within the specified time.

4.7.1.2. Verification of engine parameters within specification.

4.7.1.3. Verify no load frequency and voltage, adjusting if required.

4.7.1.4. Test all automatic shutdowns of the engine-generator.

4.7.1.5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

4.7. SUBMITTALS

4.8.1. Provide three complete sets of Engineering Submittal for approval, prior to production release, showing all components, in addition to the engine and generator. Submittals shall include compliance with these specifications.

4.8. SUBSTITUTIONS

4.9.1. The emergency power system has been designed to the specified manufacturer's electrical and physical characteristics. The equipment sizing, spacing, amounts, electrical wiring, ventilation equipment, fuel and exhaust components have all been sized and designed around Generac Power System's equipment. Should any substitutions be made, the contractor shall bear responsibility for the installation, coordination and operation of the system as well as any engineering and redesign costs which may result from such substitutions. Alternate equipment suppliers shall furnish equipment submittals 14 days prior to bid date for approval to bid. As part of the submittals, the substitute manufacturer shall supply as a minimum engine, alternator and control panel wiring diagrams and schematics. A separate list of all printed circuit boards with part numbers and current pricing must also be included.

IV. WARRANTY

The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the first 12 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the

judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

V. CONSTRUCTION CONTRACT – STANDBY GENERATOR AND TRANSFER SWITCH FOR CITY HALL BUILDING

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by the CITY OF SPRINGFIELD, TENNESSEE, as administered by the Department of Electricity (hereinafter called DEPARTMENT) and _____, an independent CONTRACTOR (hereinafter called CONTRACTOR).

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment and materials for the sole purpose of replacing windows per the contract scope.

2. CONTRACTOR agrees to perform all work in accordance with all federal, municipal, county, state, and other local laws, ordinances, and regulations applicable to said work.

All work shall be performed in accordance with such of the following as may be applicable:

A. All construction work shall be done in accordance with DEPARTMENT directives and in conformity with all local codes and permissions obtained.

B. Materials and methods to be used for all construction work shall be mutually determined by the parties hereto.

3. CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for DEPARTMENT'S public relations. CONTRACTOR'S personnel shall be expected to conduct themselves in a professional and courteous manner.

4. CONTRACTOR shall be responsible for any property damage caused by its workers or subcontractors during the term of this contract.

5. CONTRACTOR shall indemnify and hold harmless DEPARTMENT, its agents and employees, from and against all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from CONTRACTOR'S performance of the work required herein.

6. CONTRACTOR shall install and maintain the necessary guards and protective equipment at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of DEPARTMENT or the general public.

7. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and will provide protection for any claim which may arise out of or result from CONTRACTOR'S performance of the work and the furnishing of materials and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR or by anyone for whose acts CONTRACTOR may be liable including but not limited to the following:

- A. Claims under workers' or workman's compensation, disability, benefits and other similar employee benefit acts;
- B. Claims for damage because of bodily injury, occupational sickness, or disease, or death of CONTRACTOR'S employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
- D. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by CONTRACTOR or (b) by any other person for any other reason;
- E. Claims for damages, other than to the work itself, because of the injury to or destruction of tangible property wherever located, including loss of use resulting therefore.

- F. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- G. Claims or damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

CONTRACTOR'S general liability insurance shall also include coverage for the indemnification obligation to DEPARTMENT assumed under Section 6 hereof.

The insurance required hereby shall include the specific coverage and be written for not less than following stated limits of liability and coverage or limits of liability and coverage required by law, whichever is greater:

Comprehensive General Liability

- Bodily Injury (including completed operations and products liability) and Property Damage. Combined single limit of each occurrence and aggregate (\$1,000,000).
- Property damage liability (\$100,000 per occurrence).
- Personal injury, with employment exclusion deleted: combined single limited of \$350,000 each occurrence and aggregate.

Comprehensive Automobile Liability

Combined single limit of \$500,000 each occurrence.

Worker's Compensation and Employer's Liability

Statutory Limits.

All such insurance shall remain in effect at all times during the term of this Agreement and when CONTRACTOR may be performing the work.

8. This agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. CONTRACTOR shall not assign any of its rights

or duties under this agreement, or subcontract the whole or any part of the work performed hereunder, without first having obtained the written consent of DEPARTMENT authorizing such assignment or subcontract.

9. This agreement is not intended to constitute a compensation or unemployment compensation law, any old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.

10. CONTRACTOR shall complete all work under this contract within thirty (30) calendar days from the date of this contract.

11. Should CONTRACTOR fail to carry out work or to comply with any of the provisions of this agreement, DEPARTMENT may terminate this agreement upon 24-hours' written notice to CONTRACTOR.

Name of Contractor

Mayor, City of Springfield

Authorized Signature

City Recorder

Title

Address

Address

Phone Number

IRAN DIVESTMENT ACT NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann §§ 11-57-10, et. Seq.”

While inclusion on the list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list, please contact the Central Procurement Office at CPO.Website@tn.gov.

NIKKI E. HALEY, CHAIR,
GOVERNOR

CURTIS M. LOFTIS, JR.,
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



OFFICE OF THE EXECUTIVE DIRECTOR

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAY AND MEANS
COMMITTEE

List Date: July 1, 2016

**Entities Ineligible to Contract with the State of South Carolina or any
Political Subdivision of the State per the Iran Divestment Act of 2014, S.C.
Code Ann. §§ 11-57-10, et seq.**

- | | |
|--|--|
| 1. Abadan Petrochemical Co. | 36. Petro China Co. Ltd. |
| 2. Aban Offshore Ltd. | 37. Polskie Gornictwo Naftowe i Gazownictwo SA |
| 3. Arak Petrochemical Co. | 38. Royal Dutch Shell Plc |
| 4. Arvandan Oil & Gas | 39. Sepehr Energy |
| 5. Behran Oil Co. | 40. Shiraz Petrochemical Co. |
| 6. Bharat Petroleum Corporation Ltd. | 41. Showa Shell Sekiyu K K |
| 7. China National Petroleum Corp. (CNPC) | 42. Tabriz Oil Refining Co. |
| 8. China Petroleum & Chemical Corp | 43. Total S.A. |
| 9. Cosmo Energy Holdings Company Limited | 44. Toyota Tsusho Corporation |
| 10. Dragon Oil Plc | 45. Tupras Turkiye Petrol Rafinerileri AS |
| 11. Eni Spa | |
| 12. Esfahan Oil Refining Co. | |
| 13. Essar Oil Ltd. | |
| 14. Fatavaran Petrochemical Co. | |
| 15. Farabi Petrochemical Co. | |
| 16. Gall (India) Ltd. | |
| 17. Gazprom OAO | |
| 18. Gubre Fabrikalari T.A.S. | |
| 19. Hindustan Petroleum Corporation Ltd. | |
| 20. Hyundai Heavy Industries | |
| 21. Idemitsu Kosan Co. Ltd. | |
| 22. Indian Oil Corporation Ltd. | |
| 23. JX Holdings, Inc. | |
| 24. Koc Holding A.S. | |
| 25. Lukoil Oil Co. | |
| 26. Maire Tecnimont S.P.A. | |
| 27. Mangalore Refinery & Petrochemicals Ltd. | |
| 28. Mitsubishi Corporation | |
| 29. Mitsui & Co. Ltd. | |
| 30. National Iranian Oil Co. | |
| 31. National Iranian South Oil Co. | |
| 32. Oil & Natural Gas Corporation Ltd. | |
| 33. Pardis Petrochemical Co. | |
| 34. Pars Oil Co. | |
| 35. Parsian Oil and Gas Development Co. | |

Contact irandivestment@mms.sc.gov with questions regarding this list.

IRAN DIVESTMENT ACT

“By the 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 of a joint bid each party thereto 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 a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____