

Date: August 29, 2016

Ref. No.: 141857

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposals (RFP) for the City of Chattanooga

Proposals will be received at 101 East 11th Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on September 26, 2016

Requisition No.: 141857

Department.: Waste Resources

Buyer & e-mail: Geoffrey Hipp ghipp@chattanooga.gov

**Project: Maintenance Services and Supervision of Cryogenic
Oxygen Plant 5 Year Turnaround**

*****PROPOSALS MUST BE RECEIVED BY*****

4:00 P.M., Eastern on September 26, 2016

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informalities in the proposals received, and to accept any
proposal 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.**

**The City's Standard Terms and Conditions may be found on website:
(www.chattanooga.gov/purchasing/standard-terms-and-conditions)**

Note: ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

**REQUEST FOR PROPOSALS
FOR
MAINTENANCE SERVICES AND SUPERVISION
OF CRYOGENIC OXYGEN PLANT 5-YEAR TURNAROUND
Moccasin Bend Wastewater Treatment Plant
City of Chattanooga, Tennessee
(August, 2016)**

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is soliciting written proposals from qualified companies for providing maintenance services, supervision, and applicable subcontract services for the work tasks associated with a 5-year turnaround of the cryogenic oxygen plant at the Moccasin Bend Wastewater Treatment Plant (MBWWTP) as described in this Request for Proposals. The MBWWTP is a unit of the City and is responsible for providing wastewater treatment for the City of Chattanooga and surrounding cities and counties.

B. THE OXYGEN PLANT

The MBWWTP has a 145-ton cryogenic oxygen generation plant designed to produce high purity oxygen gas (98% average) for the activated sludge waste treatment process and to produce liquid oxygen for storage as a backup supply of oxygen during down time. This plant is a Union Carbide U-145 plant constructed in 1980. The main items of equipment are:

1. Two (2)-3000 hp high efficiency 3-stage centrifugal Joy air compressors, one of which is geared at 100% output and the other geared at 70% output.
2. Cryogenic air separation unit, housed in an insulated "cold box" and including reversing heat exchangers, gel traps, distillation columns, condenser-reboiler, expansion turbine and vaporizer.
3. Two (2) 50,000 gallon liquid oxygen storage tanks and vaporizers, designed for four (4) days supply under normal conditions when the plant is down and as supplement when the peak demands for oxygen are higher than normal.

The plant was refurbished in 2009 which included updating controls and instrumentation and refurbishing of main air compressors. In 2011, both reversing heat exchangers were replaced.

The continued operation of this plant is critical in achieving proper wastewater treatment and complying with the City's NPDES permit. The services provided under this Request for Proposals **SHALL BE PERFORMED IN A MAXIMUM OF SEVEN (7) days**. Start point is shutdown of plant by City and endpoint includes the cold thaw and the complete restart of plant.

1.2 PURPOSE OF REQUEST

The City intends to rebuild/replace the Cold End Check Valves and to perform a 5-year maintenance turnaround. The City is requesting proposals for:

1. The provision of qualified personnel to perform the maintenance tasks described in Appendix A – Scope of Services.
2. The provision of, and coordination of, specialized subcontracted services as described in Appendix A – Scope of Services.
3. The provision of requested replacement parts as described in Appendix A – Scope of Services.

1.3 CONTENTS OF REQUEST FOR PROPOSAL

Included as part of this Request for Proposal are the following appendices:

- A. Appendix A Scope of Services – 5-Year Turnaround
- B. Appendix B Terms and Conditions
- C. Appendix C Proposal Pricing Form

2.0 INSTRUCTIONS TO PROPOSERS

2.1 GENERAL

Five (5) copies of the proposal shall be submitted. All proposals shall be submitted in a sealed envelope marked "Proposal for Contract For Maintenance Services and Supervision of Cryogenic Oxygen Plant 5-Year Turnaround". All proposals shall be submitted no later than 4 PM Eastern, September 26, 2016 to the attention of:

City of Chattanooga
Purchasing Department
Attn: Geoffrey Hipp, Buyer
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

E mail ghipp@chattanooga.gov FAX: (423) 643-7244

2.2 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal or until one of the proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.3 RESERVATION OF CITY RIGHTS

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

The City reserves the right to negotiate the oxygen plant maintenance services contract with the next most qualified finalist if the successful finalist does not execute a contract within thirty (30) days after submission of a contract to such offer. The City reserves the right to negotiate all elements that comprise the selected Proposer's proposal.

The City reserves the right, after opening the proposals or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the proposal that, in the City's sole judgment, is in its best interest.

The City reserves the right to be able to cancel the contract upon giving the successful bidder a thirty (30) day written notice of the intention to do so.

2.4 FACILITY VISIT

The City will provide each Proposer with an equal opportunity for an on-site visit by its proposal team. The length of such visits will be limited to two (2) hours and will be scheduled at the convenience of the personnel and operational needs of the wastewater treatment plant.

2.5 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by 4 PM Eastern, September 12, 2016. After that time, no further requests for information will be received or responded to. The requests will be addressed to the fullest extent possible by the City in written Addendum by September 16, 2016.

Requests for information or clarification must be sent to:

City of Chattanooga
Purchasing Department
Attn: Geoffrey Hipp, Buyer
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

E mail ghipp@chattanooga.gov

FAX: (423) 643-7244

The City specifically requests that any contact (other than site visit request), concerning this Request for Proposal be made exclusively with the Buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

3.0 PROPOSAL CONTENTS

3.1 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A. Name, full office address, and phone and FAX numbers of the Proposer.
- B. Name and phone number of the principal contact that can answer questions regarding the proposal.
- C. A statement of when the company was organized and how long the company has been operating under the present business name. If a corporation, state when the company was incorporated.
- D. The total number of employees, broken down by employee classification.
- E. The names and addresses of all subcontractors, statements of qualifications pertaining to the subcontractors, and a description of their respective roles in the project.
- F. A statement as to whether the company has ever been terminated for any reason on a contract for oxygen plant maintenance services or has ever failed to complete a contract for oxygen plant maintenance services. If so, state the name of the Owner and a description of the circumstances.

3.2 QUALIFICATIONS

The Proposer shall provide the following regarding qualifications:

- A. Description of the Proposer's capabilities and recent experience in providing maintenance services and supervision of cryogenic oxygen plant 5-year turnaround tasks of the type contemplated under this request.
- B. A list of a minimum of five (5) recent cryogenic oxygen plant maintenance projects completed by Proposer that are similar in size and scope of this project. This list of projects shall contain the following information for each project listed:
 - a. Name, address, and phone number of the Municipality or plant owner.
 - b. Name, fax number, and phone number of a representative of the Municipality or owner who is knowledgeable about the project.
 - c. Type of oxygen plant, size of plant, and purpose for which plant is used.

- d. Brief description of the services provided, involvement of any subcontract services, the duration of the contract, and bid basis of contract (hourly rate, lump sum, etc.)
- e. A statement of the approximate value of the contract.
- f. A statement of when the contract was completed.

C. Resumes of the Proposer's Project Manager and key technical and operations personnel to be assigned to this project.

3.3 PROJECT APPROACH

A complete description of Proposer's plan for supervision of the 5-year turnaround services, coordination of activities by subcontractors, assistance of City personnel in work tasks, preparations for shut down, and completion in minimal time frame.

3.4 CONTINGENCY PLAN

Provide written Contingency Plan that addresses, as a minimum, the following circumstances:

1. Abnormal weather conditions that could interrupt the 5-year turnaround services.
2. Changes in Contractor's personnel that could disrupt the 5-year turnaround services.
3. Malfunction of items of equipment related to the 5-year turnaround services.
4. Inability to acquire appropriate parts for the 5-year turnaround services.

3.5 COST

Proposer shall fully complete Appendix C: Proposal Pricing Form included in this Request For Proposals. Proposer shall provide complete and clearly defined costs for each of the general work tasks identified in **APPENDIX A – SECTION 1.1 – DESCRIPTION OF CONTRACTOR WORK TASKS**.

3.6 ALTERNATE APPROACHES

The City will review and evaluate any alternatives offered by the Proposer that are in the best interest of the City. Any alternatives must be clear, concise, and well defined as to the Proposer's and City obligations. Costs must also be clearly defined as well.

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will receive all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each Proposer's submittal, the City may, at its discretion, invite qualified firms for formal presentations.

4.3 SELECTION CRITERIA

Selection of one (1) of the proposals for contract negotiation will be based on an objective evaluation of the following criteria:

- A. Cost.
- B. Experience and capabilities of the firm to provide oxygen plant maintenance services of the type proposed for this project.
- C. Overall project approach, including thoroughness, reliability, operational effects, time frame involved, and ability to implement.
- D. Environmental and regulatory acceptability of the services proposed for this project.

4.4 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an agreement.

APPENDIX A
SCOPE OF WORK
FOR
MAINTENANCE SERVICES AND SUPERVISION
OF CRYOGENIC OXYGEN PLANT 5-YEAR TURNAROUND
City of Chattanooga, Tennessee
(August,2016)

1.0 CONTRACTOR-SUPPLIED SERVICES

1.1 DESCRIPTION OF CONTRACTOR WORK TASKS

The selected Contractor shall provide sufficient service personnel to supervise all maintenance and instrumentation tasks in conjunction with City personnel in performing the herein described tasks. Contractor shall also coordinate all subcontractor activities as herein described. Contractor shall provide labor, equipment, materials, insurance, and other related services required in connection with the contract for the oxygen plant 5-year turnaround services.

- A. Pre-Shutdown Coordination – Contractor shall meet on-site at least one (1) week prior to beginning work with City representatives to coordinate all activities to take place during 5-year turnaround maintenance. Responsibilities of each party shall be reviewed and agreed upon.

All materials, parts, tools, etc. required during the turnaround will be reviewed and assurances made that all are available.

Personnel required of both Contractor and City will be reviewed and agreed upon, including shifts to be covered by each person.

The scope and extent of subcontracted work will be reviewed and subcontractors' schedule to perform the work will be agreed upon.

Any and all other aspects of the turnaround maintenance will be reviewed, and both parties satisfied that all preparations have been made, all materials are ready, all subcontractors are ready, and all other issues are resolved prior to shutdown of the oxygen plant.

The Contractor will arrange for testing and certification of safety valves on main air compressor and cold box prior to the start of 5-year turnaround tasks.

- B. Cold Plant Thaw – Thaw heaters shall be checked in advance of shutdown by contractor with assistance by city personnel. Upon shutdown of the oxygen plant by City, Contractor shall supervise and assist City personnel in cold plant thaw.
- C. Remove, Replace and Dispose of Perlite From Cold Box – Contractor shall provide services for the removal, replacement and disposal of perlite from the cold box.

Any subcontractor(s) proposed for this work shall be approved by City prior to the start of work.

All equipment and materials needed for the removal, replacement and disposal of perlite shall be supplied by Contractor and/or subcontractor.

The contractor shall replace all the perlite in the Cold Box with new Cryogenic Perlite. It is the contractor's responsibility to verify the exact quantity needed and to supply enough extra Perlite for the City of Chattanooga to top off the cold box after settling has occurred.

Perlite shall be removed and placed in liners provided by Contractors inside of roll off style dumpsters provided by and hauled off by the City of Chattanooga.

- D. Remove, Replace, and Dispose of Vermiculite from Turbine Box – Contractor shall provide services for the removal, replacement and disposal of vermiculite from the turbine box.

Any subcontractor(s) proposed for this task shall be approved by City prior to the start of work.

All equipment and materials needed for the removal and disposal shall be supplied by Contractor and/or subcontractor.

Vermiculite shall be properly contained in closed containers for transportation to the City Landfill for disposal.

The City will provide for disposal of Vermiculite.

- E. Wash Down Cold Box and Turbine Box Interiors – Contractor shall provide services for wash down of cold box interior. Any subcontractor(s) proposed for this task shall be approved by City prior to the start of work. Water and hoses needed for this purpose will be provided by the City.
- F. Confined Space Entry/Rescue Team – Contractor shall provide qualified personnel and equipment to supervise and inspect confined space entry necessitated by the scope of work of this project. Contractor shall provide confined space rescue team as required by OSHA for work of this type. Contractor shall provide written copy of safety plan to the City of Chattanooga.
- G. Installation of Temporary Lighting in Cold Box – Contractor shall install temporary lighting in the cold box to facilitate maintenance work tasks associated with this project.
- H. Inspect and Clean the Surge Tank – Contractor shall check baffles and clean.
- I. Cold Box Maintenance – Contractor shall perform all the cold box maintenance tasks described below:

1- Top off Gel Traps with beaded Silica.

- 2- Rebuild/Replace Mission Cold End Check Valves. Parts will be supplied by the City of Chattanooga.
 - 3- Stroke/leak test all cold box valves, including all manual valves both drain and vent – tighten all internal flanges on valves, etc.
 - 4- Inspect cold box/turbine valve boots and replace as required. Contractor to supply parts.
 - 5- Pressure/swing test check valves and RHX.
 - 6- Inspect cold box interior, components, thermocouples, RTDs, piping, etc.
 - 7- Check RTD and thermocouple function.
 - 8- Retape the thermocouples and RTDs before installing perlite insulation.
 - 9- Check continuity on thermocouples and RTDs before installing perlite insulation.
 - 10- Replace any defective thermocouples.
 - 11- Inspect casing pressure indicator.
 - 12- Inspect casing purge internal line.
 - 13- Check the operation of all automatic valves by stroking in the open and closed positions.
 - 14- Flow test cold box circuits and cycle RHX before installing perlite.
 - 15- Pressure and soap test all internal flanges, RGT stayful, thermocouples, RTDs, and check valves.
 - 16- Leak check the air/waste nitrogen (A and B) and oxygen (C) passes.
 - 17- Calibrate all transmitters and loop check back to the main control panel.
 - 18- Calibrate main condenser high and low level shutdown switches.
- J. Main Air Compressor Maintenance – Contractor shall perform the main air compressor maintenance tasks described below for both compressors:
1. Calibrate and functionally check the instruments
 2. Check the operation of the inlet valve or guide vanes by stroking in the open and closed positions
 3. Check the operation of the discharge vent valve by stroking in the open and closed positions.

4. Replace the inlet filter elements, as required. Inlet filter elements to be supplied by contractor.
- K. Turbine Maintenance – Contractor shall perform the Expansion Turbine/Turbine Box maintenance tasks described below:
1. Calibrate and functionally check the instrumentation
 2. Test the inlet trip valve, FV214A
 3. Stroke the nozzle controller, FV220A
 4. Check the operation of FV213A and FV215A automatic valves by stroking in the open and closed positions
 5. Check the pressure in the oil accumulator bladder and pressurize if necessary
- L. Instrument Calibration – Contractor shall provide for calibration of the following instrumentation:
1. Main Air Compressor instrumentation
 2. Turbine instrumentation
 3. Cold Box instrumentation
 4. Main Instrument Panel
- City shall have personnel present to observe and receive training during this calibration.
- M. Seal Cold Box and Re-Install New Perlite – Contractor shall perform final inspection on cold box, remove temporary equipment and fixtures, seal cold box, and re-install perlite insulation. Contractor shall provide additional new perlite to completely top off the volume in the cold box. Any subcontractor(s) proposed for this work shall be approved by City prior to the start of work.
- N. Seal Turbine Box and Install New Vermiculite – Contractor shall perform final inspection on turbine box, seal turbine box, and install new vermiculite. Contractor to supply vermiculite to be used.
- O. Lock Out/Tag Out. - The Contractor shall provide equipment for Lock Out/Tag Out.
- P. Cooling Tower - Perform cleaning and maintenance of cooling tower. Cooling tower is a Marley NC6221BM. Both the basin and the fill are included and general washdown and cleaning of grit and contamination out of the pan. Maintenance included is both gearbox inspection and lube oil replacement.?

- Q. Air surge tank.- The Contractor shall perform inspection and cleaning of air surge tank.
- R. Contractor shall restart the oxygen plant upon completion of 5-year turnaround maintenance.
- S. Contractor to maintain a daily log of work progress and shall prepare and submit summary report of work to City within 30 days of completion of turnaround maintenance services.

2.0 CITY-SUPPLIED SERVICES

City personnel will perform the following work tasks during the 5-year turnaround maintenance:

- A. The City will arrange for delivery of liquid oxygen to be used for maintaining wastewater plant processes as required during the shutdown. Contractor shall assist City in planning of volume required and delivery times. Volume of liquid oxygen will be minimized as best possible.
- B. The City will provide a designated staging and storage area for the Contractor's and Subcontractors' equipment when performing the City's work.
- C. The City will provide oxygen plant operators, maintenance personnel, and supervision as applicable to the 5-year turnaround work tasks.
- D. The City will provide on-site utilities such as water, compressed air, power, etc. to perform the work tasks.
- E. The City will arrange for disposal of perlite and vermiculite at the City Landfill.
- F. The City will perform shut down of oxygen plant.

APPENDIX B
TERMS AND CONDITIONS
FOR
MAINTENANCE SERVICES AND SUPERVISION
OF CRYOGENIC OXYGEN PLANT 5-YEAR TURNAROUND
Moccasin Bend Wastewater Treatment Plant
City of Chattanooga, Tennessee
(August, 2016)

1. The work shall be performed during a period **no longer than seven (7) days** and as scheduled by mutual agreement of Contractor and City. Contractor shall be fully responsible for any delays in the time period caused by Contractor, Contractor's personnel, and/or Contractor's subcontractors. Contractor shall NOT be responsible for any delays caused by the City or City personnel.
2. Contractor shall conduct the work tasks in this contract in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
3. Contractor shall schedule the work to be performed on a 24-hour day basis as agreed with City representatives prior to the start of work. City personnel are present at the MBWWTP 24-hours a day, and in the interest of limiting the total work time required for this 5-year turnaround, all tasks should continue as practical on a 24-hour basis.
4. Contractor shall provide adequate supervision and technical and managerial oversight of the Contractor's employees, subcontractors, and agents.
5. The Contractor shall not transfer or assign any interest in this contract to another party or person without the prior written consent of the City.
6. The Contractor shall provide an affidavit prior to the Contract being signed that it maintains a drug-free workplace program in accordance with Tennessee Code Annotated 50-9-113.
7. The Contractor shall be an equal opportunity employer.

The Contractor shall provide prior to the Contract being signed a certification that he/she will not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, age, national origin, sex, or handicap nor otherwise commit an unfair employment practice.

The Contractor shall agree to include the above noted nondiscrimination requirements in all contracts entered into with suppliers of materials and services, other contractors and sub contractors, and all labor organizations who may perform labor or services on this Contractor.

8. The Contractor shall indemnify, defend, and save harmless the City, its elected officials, managers, employees, and agents from and against all claims, suits, actions, orders, judgments, penalties, or decrees entered by reason of or as a result of the Contractor's

negligence in the performance of the work under this contract. Indemnification shall extend to indirect, consequential, and pollution damages.

9. During the term of the contract, the Contractor shall maintain the following minimum amounts of insurance coverage:

See attachment

City shall be named as additional insured on the above policies. Certificates of insurance shall be provided to the City before the award of the Contract and shall be in effect for the duration of the Contract.

The Contractor shall provide documentation to the City of the same insurance coverage by any subcontractor performing work on this project.

10. The Contractor and any subcontractors shall conduct all work in accordance with the Tennessee OSHA General Industry Standards, including, but not limited to, regulations pertaining to Confined Space Entry, Lock Out/Tag Out, Fall Protection, etc.
11. The Contractor shall be responsible for correcting immediately any damages to private or governmental property caused by the Contractor or by any subcontractor during the performance of the cryogenic oxygen plant maintenance services.
12. Any Contract resulting from the acceptance of a proposal by the City shall be in a form acceptable to the City and shall contain, as a minimum, those terms and conditions contained in this Request for Proposal.
13. The City will pay the Contractor monthly, or more frequently if mutually agreeable to the City, in an amount equal to the portion of work tasks performed. Payment shall be in accordance with the City's normal policies and procedures.
14. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
15. Representatives of the City, EPA, and State will have access at reasonable times to the site(s) of the Contractor's operations for the purposes of conducting inspections, taking samples, or reviewing or copying records related to the contract for oxygen plant maintenance services.
16. All records and documentation pertaining to the contract for oxygen plant maintenance services shall be maintained for a period of three (3) years following expiration or termination of the contract.
17. **Warranties** – All services to be provided by Contractor shall be performed in a professional manner and free from material defect for a period of One (1) year. Contractor shall, at no cost to the City, modify or correct any such services which have not been so performed. Written notice of any such failure will be given to Contractor within thirty (30) calendar days of the date such service is performed.

APPENDIX C
PROPOSAL PRICING FORM
FOR
MAINTENANCE SERVICES AND SUPERVISION
OF CRYOGENIC OXYGEN PLANT 5-YEAR TURNAROUND
Moccasin Bend Wastewater Treatment Plant
City of Chattanooga, Tennessee
(August, 2016)

This form shall be completed in its entirety and included with Proposal Contents. All prices given for each work item shall be complete, including any and all incidentals for completion of the work task as described in **APPENDIX A – SCOPE OF WORK**. No separate payment will be made for mobilization, travel, subsistence, communications, permits, copying services, supplies, etc.

WORK TASK	COST
1.1, A. Pre-Shutdown Coordination	_____
1.1, B. Cold Plant Thaw	_____
1.1, C. Remove, Replace and Disposal of Perlite	_____
1.1, D. Remove and Replace Vermiculite	_____
1.1, E, F, G,H. Wash Cold Box and Turbine Box, Confined Space Entry Personnel, Install Temporary Lighting in Cold Box, and Inspect and Clean the Surge Tank	_____

1.1, K. Cold Box Maintenance	_____

1.1, L,M. Main Air Compressor and Turbine Maintenance

1.1, N. Instrument Calibration

**1.1,O,P,Q,R,S T,U. Seal Cold Box and Re-Install
New Perlite, Seal Turbine Box Install New
Vermiculite And Other Services**

TOTAL OF PROPOSED WORK TASKS

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.

5. 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)

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

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/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf