

BID SOLICITATION



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.

BID OPENING DATE AND TIME:

24-JAN-17 at 2:00 PM

BID NUMBER: 304544

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 147732 Ordering Dept.: Waste Resources Buyer: Geoffrey Hlpp 423-643-7233 *****</p> <p>DESCRIPTION: This shall be a twelve (12) month blanket contract for Cooling Tower and Hot Water System Chemicals 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. *****</p> <p>ATTACHMENTS: - Specifications - Insurance Requirements - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON JANUARY 24, 2017 ***** *****</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304544) ON OUTSIDE PACKAGING *</p> <p>ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. *****</p> <p>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.</p> <p>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.</p> <p>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. *****</p> <p>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. *****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>E-Mail Address _____</p>					

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

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

VENDOR

RFQ

BID OPENING DATE AND TIME:

24-JAN-17 at 2:00 PM

BID NUMBER: 304544

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

MAIL TO:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business ____ Small Business ____ Veteran ____					
Minority Woman Owned Business ____ Disabled Veteran ____					
Women-Owned Business ____					

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.

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

SEALED BIDS

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MAIL TO

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Monthly contract amount for Oxygen Plant	1	Each	_____	_____
2	Monthly contract amount for Digester Building	1	Each	_____	_____
3	Monthly contract amount for Filter Press Building	1	Each	_____	_____

NAME AND TITLE: _____

SPECIFICATIONS
FOR
COOLING TOWER AND HOT WATER SYSTEM CHEMICALS
AND TECHNICAL SERVICES
MOCCASIN BEND WASTEWATER TREATMENT PLANT
DECEMBER 2016

GENERAL

1. SCOPE

This specification covers the supply and delivery of chemicals for three (3) cooling towers, two (2) hot water systems, one (1) squeeze water system and six (6) secondary hot water systems, as well as related technical services described herein. Additionally, this specification covers (3) water softening systems and (3) automatic chemical cooling water dosing systems.

These chemicals and services shall be delivered on site at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

The length of the contract for these chemicals shall be for the period of one (1) year beginning the date the purchase order is issued by the City of Chattanooga with the City's option to renew for two (2) additional one-year periods.

All descriptions of cooling towers and hot water systems supplied herein are GENERAL in nature, and water volumes required to be treated are ESTIMATES. Each bidder and/or supplier of chemicals and services must make their own determination of these quantities. Bidders are encouraged to schedule a visit to the site prior to preparation of bid to make such a determination. Visits may be scheduled with Plant Manager Charles Thomas, (423) 643-7422 e-mail: cthomas@chattanooga.gov.

2. DESCRIPTION OF COOLING TOWERS AND HOT WATER SYSTEMS

Oxygen Plant

The Moccasin Bend Wastewater Treatment Plant utilizes a cooling tower to provide cooling water for a 3000 hp, three stage, centrifugal, air compressor which is a part of the plant's 145 ton/day cryogenic oxygen plant. The cooling tower is a cross-flow, induced draft, vertical discharge type. It is a Marley Cooling Tower Company, Model 8615 which utilizes one (1) 40 hp, dual speed forward and single speed fan motor. The recirculation pump is a 40 hp, single stage, centrifugal unit designed to supply 1200 gpm at a minimum discharge head of 80 feet.

The following general data relating to the cooling tower shall be utilized by the Bidder in preparation of his bid.

a.	Cooling Tower System Capacity	4,000 gals ∇ 10%
b.	Make-up Water Required	25,000 gals/day ∇ 10%
c.	Cycles of Concentration	3 cycles
d.	Average ΔT (80°F to 90°F)	10° F
e.	High Exchanger Outlet Temperature	110° F
f.	Circulation Rate	1,000 gpm

Additional Equipment (Oxygen Plant)

Contractor shall check and test the water softening system efficiency for the Oxygen Plant and supply the salt pellets needed for proper operation. The following data indicates the current system in service:

1. Utilizes a 1" makeup line, 25,000 gallons per day makeup.
2. System is a Hi Flo 22, model WS-210, water softener with a 1-1/2" valve, electronic control, with a 21" x 69" fiberglass mineral tank holding 7 cubic feet of resin, and a 24" x 40" brine tank.

Digester Building

The Digester Building utilizes a cooling tower and cooling loop (if needed in summer), and utilizes a hot water recirculation system year round to perform temperature control to the digester process. During seasonal change-over, it is possible for a portion of the heating loop water to mix with the cooling loop water.

The hot water system consists of two (2) Cleaver Brooks boilers, Model CB 700250030, and seven recirculating pumps: four (4) pumps at 565 gallons per minute, and three (3) pumps at 1425 gallons per minute. The estimated volume of water in this system is 2,300 gallons.

The cooling system consists of one (1) Evapco cooling tower with 765 gallons per minute circulation rate.

Additional Equipment (Digester)

Contractor shall check and test the water softening system for efficiency in the Digester Building and supply the salt pellets needed for proper operation. The following data indicates the current system in service.

1. Utilizes a 2" makeup line, 31.5 gallons per minute usage, 24 hours per day, for a total usage of about 45,000 gallons per day.
2. System is a Hi Flo 3, model HCE 450-2, with a 2" valve, electronic control, a 30" x 72" fiberglass mineral tank holding 15 cubic feet of resin, and a 30" x 50" brine tank.

Contractor shall monitor and adjust the automatic chemical dosing system for the cooling water loop of the Digester Building and ensure proper operation for water treatment. The following data shall be used for the chemical feed system:

1. Dual timer and counter
2. Feed pump, capacity 1 gallon per hour, 105 PSI.
3. Brass motorized ball valve, 0.75"
4. Water meter, 1" contacting head
5. 7-day outdoor digital timer for biocide
6. Outdoor equipment box

Filter Press Building

The Filter Press Building utilizes a cooling tower and cooling system, a hot water recirculation system, a squeeze water system, and six (6) individual secondary hot water systems. These systems are utilized 365 days per year.

The hot water system consists of three (3) Cleaver Brooks boilers, Model FLX, Fuel Series 700, Size 1200. There are two (2) hot water pumps, each rated for 2,515 gallons per minute.

The cooling system consists of one (1) Marley cooling tower with a recirculation rate of 1,700 gallons per minute. The estimated system volume is 6,000 gallons.

The squeeze water system consists of two (2) tanks each with operating volume of 7,500 gallons. This system is to be treated with an algaecide that is compatible with polypropylene. Chemical is to be added through the tank vents. Twice per year when the owner's personnel drain and re-fill the system, new dosing of chemical will need to be performed by Contractor to the appropriate volumes.

The Secondary Hot Water system on each filter press (total of six filter presses) consists of 1,500 gallons of operating volume each. These systems are to be treated with a rust inhibitor similar to Clear Hib-5. Chemical feed pots are available at each press to receive the chemical.

The Filter Press Building includes a water softening system currently in place. Contractor shall perform monthly tests for water hardness in this system and supply the salt pellets needed for proper operation.

The contractor shall monitor and adjust the automatic chemical dosing system for the cooling water loop in the Filter Press Building Boiler Room and ensure proper operation for water treatment.

It should be noted that chemical seeding may be needed more than 1 time a month due to closed system failures, (i.e. Secondary hot water hose ruptures-Membrane plate failure).

3. SUBMITTALS WITH BID

The following list of submittals shall accompany the bid or the bid shall be considered non-responsive:

- a. Copies of shipping labels and any other labels which appear on the containers of each of the chemicals proposed.
- b. The product data information sheet for each of the chemicals proposed.
- c. A copy of the current Material Safety Data Sheet for each of the chemicals proposed.
- d. A list of five (5) local customers (60 mile radius of Chattanooga) using each of the chemicals proposed in a cooling tower application similar to that utilized at Moccasin Bend WWTP. This list shall include customer name, name of contact that is knowledgeable of the system, address of customer, and telephone number.
- e. The name and location of laboratory to furnish chemical analysis.
- f. The completed bid proposal form (see attached).

PRODUCTS AND SERVICE

1. COOLING TOWER SYSTEMS - CORROSION, SCALE AND SLUDGE CONTROL CHEMICAL

The chemical product supplied for corrosion, scale and sludge control shall:

- a. Be liquid or an easy to handle form which requires no mixing;

- b. Be the polyelectrolyte polymer type treatment containing appropriate co-polymers and tertiary polymers, phosphonates, azoles and molybdate.
- c. Control ranges monitored by molybdate test at 1-2 ppm MO.
- d. Contain no chromates or other heavy metals;
- e. Be a single product to control corrosion, scale, and sludge;
- f. Not produce any pollution problems;
- g. Not contain any hazardous ingredients or produce any hazardous by-products as defined by the Tennessee Department of Health and Environment, USEPA, OSHA, TOSHA, or any other state or federal regulator agencies;
- h. Be biodegradable or treatable by the biological treatment process utilized at Moccasin Bend WWTP;
- i. Be thermally stable while cooling heat exchangers with the process side skin temperature up to 500° F;
- j. Provide corrosion protection of 5 mils/year or less;
- k. Be stable when stored at temperatures ranging from 4° C to 40° C.
- l. Products shall be CM-700 and CM-720 as manufactured by Water Services, Inc., Knoxville, TN, or equivalent.

2. COOLING TOWER SYSTEMS - ALGAE AND SLIME CONTROL CHEMICAL PRODUCTS

Two (2) chemical products for algae and slime control shall be supplied and shall be alternated:

- a. Both shall be a liquid or in a form that is easy to handle and feed without any mixing;
- b. Both shall be a single product to control algae, bacteria, slime, and fungi;
- c. Both shall be EPA registered by both federal and state.
- d. One product shall be a liquid bromine base with minimum 6.8% available bromine. Chlorine biocides will not be accepted. Product to be dosed at 0.25 pounds per 1000 gallons.
- e. Second product shall be a 1.5% isothiazolin-based material.
- f. Products shall not contain any hazardous ingredients or produce any hazardous by-products as defined by Tennessee Department of Health and Environment, USEPA, OSHA, TOHSA, or any other state or federal regulatory agencies;
- g. Shall be stable when stored at temperatures ranging from 4° C to 40° C;
- h. Shall be biodegradable or treatable by the biological treatment process utilized at Moccasin Bend WWTP.

3. HOT WATER SYSTEMS – CORROSION, SCALE AND SLUDGE CONTROL

The hot water systems must be treated with a molybdenum-based, non-nitrite, non-sulfite program.

- a. Product shall contain polymers, HEDP phosphonate, azoles, copper and aluminum corrosion inhibitors, tertiary polymers, along with borax and metasilicate in an alkaline formulation that is non-toxic.
- b. Product shall be biodegradable or treatable by the biological treatment process utilized at Moccasin Bend WWTP.
- c. Product shall be CM-104-CW by Water Services, Inc., Knoxville, TN, or equivalent.
- d. Testing shall be by the sodium molybdate test.

4. TECHNICAL ASSISTANCE AND SERVICES

The Bidder shall include the costs for the technical assistance and services listed herein along with provision of the chemical products on a monthly basis as indicated on the bid form. The proposed Bidder shall recommend:

- a. the control limits for operating the cooling water system. These limits include but are not limited to the following:
 1. chemical product dosage both initial start-up and daily maintenance
 2. pH range
 3. maximum conductivity
 4. maximum cycle of concentration
- b. be available within reason during normal working hours for inquiries, recommendations, and spot visits and for the instruction of operations personnel in the use and testing of the chemical products.
- c. visit plant a minimum of one (1) time per month to check cooling tower systems, hot water systems, squeeze water systems, secondary hot water systems, and chemical inventory.
- d. collect samples one (1) time per month minimum of cooling tower recirculation water, hot water system water, squeeze water, secondary hot water, and softening system water (which shall be split with Moccasin Bend WWTP laboratory) and have the following analyses performed and reported to the plant:
 1. pH
 2. Conductivity, $\mu\text{mhos @ } 25^{\circ}\text{C}$
 3. Inhibitor, ppm
 4. Total hardness as CaCO_3 , ppm
 5. "P" Alkalinity as CaCO_3 , ppm
 6. "M" Alkalinity as CaCO_3 , ppm
 7. Silica as SiO_2 , ppm
 8. Chloride as Cl, ppm

9. Phosphate as PO_4
10. Iron as Fe, ppm
11. Microbiological Test (Qualitative)

These tests shall be performed in accordance with procedures found in the latest edition of "Standard Methods", procedures approved by the USEPA, or any other accepted procedure that shall be mutually agreed upon.

- e. supply written reports after each visit describing services performed. Reports are to be filed with persons designated by the City.
- f. supply test kit and related equipment necessary to perform a simple color comparison indicator test for the corrosion, scale, and sludge treatment chemicals to determine the amount of chemical in the cooling tower systems and hot water systems.
- g. supply the corrosion test racks, standard metal coupons for testing, related equipment and appurtenances necessary to install the test racks, and services of a mutually agreed upon laboratory to evaluate coupons on a quarterly (3 month) basis during the course of the contract. The City will assist in installation of test racks and related equipment.
- h. not separately bill the City of Chattanooga for any of these services.

EXECUTION

1. LENGTH OF CONTRACT

The length of this contract to provide chemicals and services described herein shall be one (1) year from the date of the issuance of the purchase order by the City with the City's option to renew for two (2) additional one (1) year periods.

2. DELIVERY OF CHEMICALS

Delivery of chemicals shall be requested by the City on an as needed basis during the course of the contract. Chemicals shall be shipped in 55 gallon or 35 gallon disposable drums unless otherwise approved. Chemicals shall be shipped to the Moccasin Bend WWTP, 455 Moccasin Bend Road, Chattanooga, TN 37405.

3. PAYMENT

Payment for delivered chemicals shall be in accordance with City of Chattanooga payment practices.

Invoices to the City shall reference the first and last name of the City employee placing the order.

Invoices must list a valid e-mail address for billing questions and inquiries.

Invoices must be sent to the City on the Invoice Date.

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 a copy sent to:

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

BID PROPOSAL FORM
COOLING TOWER AND HOT WATER SYSTEM CHEMICALS
AND TECHNICAL SERVICE
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA, TN

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: (____) _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

Bid shall be listed for each separate building system on a monthly basis.

Prices shall include all necessary chemicals as delivered to site.

Prices shall include all technical services for the appropriate building system.

BID PROPOSAL FORM (CONTINUED)
COOLING TOWER AND HOT WATER SYSTEM CHEMICALS
AND TECHNICAL SERVICE

A. PROPOSED CHEMICALS

1. Cooling Tower Corrosion, Scale, and Sludge Control Chemical

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds

Est. Initial Dosage for Oxygen Plant: _____ pounds
Daily Maintenance for Oxygen Plant: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Digester Bldg: _____ pounds
Daily Maintenance for Digester Bldg: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Filter Press Bldg: _____ pounds
Daily Maintenance for Filter Press Bldg: _____ lbs/1000 gallons
Make up water

2. Cooling Tower Bromine-based Biocide Chemical

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds

Est. Initial Dosage for Oxygen Plant: _____ pounds
Daily Maintenance for Oxygen Plant: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Digester Bldg: _____ pounds
Daily Maintenance for Digester Bldg: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Filter Press Bldg: _____ pounds
Daily Maintenance for Filter Press Bldg: _____ lbs/1000 gallons
Make up water

3. Cooling Tower Isothiazolin-based Biocide Chemical

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds

Est. Initial Dosage for Oxygen Plant: _____ pounds
Daily Maintenance for Oxygen Plant: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Digester Bldg: _____ pounds
Daily Maintenance for Digester Bldg: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Filter Press Bldg: _____ pounds
Daily Maintenance for Filter Press Bldg: _____ lbs/1000 gallons
Make up water

4. Hot Water System Corrosion, Scale, and Sludge Control Chemical

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds

Est. Initial Dosage for Digester Bldg: _____ pounds
Daily Maintenance for Digester Bldg: _____ lbs/1000 gallons
Make up water

Est. Initial Dosage for Filter Press Bldg: _____ pounds
Daily Maintenance for Filter Press Bldg: _____ lbs/1000 gallons
Make up water

5. Squeeze Water System at Filter Press – algaecide

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds
Est. Initial Dosage for Filter Press: _____ pounds
Daily Maintenance for Filter Press: _____ lbs/1000 gallons
Make up water

6. Secondary Hot Water System at Filter Presses – rust inhibitor

Name of Product: _____
Name of Manufacturer: _____
Generic Name of Product: _____
Active Ingredient: _____
Shipping Drum Size: _____ gallons
Pounds of Dry Chemicals/Drum: _____ pounds

Est. Initial Dosage for each Filter Press: _____ pounds
Total initial dosage for six (6) presses: _____ pounds
Daily Maintenance for Filter Press: _____ lbs/1000 gallons
Make up water

B. INSTALLATION OF ADDITIONAL NEW EQUIPMENT

1. Provision, Installation, and Training of Water Softening System for Oxygen Plant

Lump Sum Price: _____

2. Provision, Installation, and Training of Water Softening System for Digester Building

Lump Sum Price: _____

3. Provision, Installation, and Training of Automatic Chemical Dosing System for Digester Cooling Tower

Lump Sum Price: _____

C. PROPOSED CHEMICAL AND TECHNICAL SERVICE PRICES

Monthly contract amount for **Oxygen Plant**: _____ \$/month

Monthly contract amount for **Digester Bldg**: _____ \$/month

Monthly contract amount for **Filter Press Bldg**: _____ \$/month

COMPANY NAME: _____

SIGNATURE: _____
Authorized Company Representative

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

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)