

BID SOLICITATION



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

BID OPENING DATE AND TIME:

27-FEB-18 at 2:00 PM

BID NUMBER: 305012

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.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 165407
 Ordering Dept.: Waste Resources
 Buyer: Geoffrey Hipp 423-643-7233

DESCRIPTION:

This shall be a twelve (12) month blanket contract for Air/Vacuum Relief Valve Maintenance and Support for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.

ATTACHMENTS:

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

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

*** BIDS MUST BE RECEIVED NO LATER THAN ***
 ***** 2:00 PM ON FEBRUARY 27, 2018 *****

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING
 BID NUMBER (305012) ON OUTSIDE PACKAGING

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

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

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

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

PRICE ESCALATION CLAUSE:

All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (Increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.

PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name _____

Address _____

Phone/Toll-Free No. _____

Fax No. _____

E-Mail Address _____

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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

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Air Relief Valve Labor - 2 man crew	1	Hour	_____	_____
2	Air Relief Valve Overtime Labor - 2 man crew	1	Hour	_____	_____
3	Parts and Materials, % Markup	1	Each	_____	_____

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Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**Specifications for
Air/Vacuum Relief Valve Maintenance and Support
Waste Resources Division
Chattanooga, TN
(1/2018)**

1. General

1.1 Scope of Work

The scope of work covered by these specifications includes the supply of a two man crew and parts for on-site repair and preventative maintenance of air/vacuum relief valves on wastewater force mains owned by the City of Chattanooga's Division of Waste Resources in the City of Chattanooga Interceptor Sewer System, as described herein. The Wastewater Treatment Plant is located at 455 Moccasin Bend Road, Chattanooga, TN 37405, and the wastewater force mains are located throughout Chattanooga and the surrounding region. The air release valves are typically located in manholes. The City owns approximately 162 Air Release Valves, and they range in size from 1 inch to 12 inches.

1.2 Length of Contract

The length of contract shall be for a period of 12 months, with an option to renew for 2 additional 12 month periods by mutual agreement between the Vendor and the City.

1.3 Qualifications of Service Technician

The service technician to perform these services shall have at least 5 years of work experience with air/vacuum relief valves. The second crew member shall be a laborer/helper with at least 2 years of experience in pipe fitting.

1.4 Instructions to Bidders

Bids for this Contract should consist of (1) hourly rate for the two man crew to provide services described herein, and (1) percentage markup on materials and parts. The prices shall include all travel time to and from the job site, lodging, tools, overhead, and any and all other related expenses. The hourly payment shall not begin until the crew arrives at the job site.

1.5 General Conditions

The Vendor shall comply with rules and conditions found in the City of Chattanooga's Standard Terms and Conditions which can be found on the City website.

1.6 Warranty

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

2.0 Services and Parts

2.1 Preventative Maintenance Services

The Vendor shall provide the services of a qualified Service Technician on-site, as needed, whenever requested by the City. It is the intent of the City to perform preventative maintenance of all air relief valves annually. For each Preventative Maintenance work order, the Vendor shall provide a written estimate on the City's Estimate form.

The Service Technician, as a minimum, shall perform inspection, preventative maintenance, cleaning, and reassembly on air/vacuum relief valves when requested by the City. All equipment shall be inspected, cleaned, and/or replaced in accordance with the manufacturer's recommended procedures. Additionally, the Service Technician shall perform repairs and/or installations as requested by the Moccasin Bend Wastewater Treatment Plant Chief Mechanic and/or the Waste Resources Maintenance Manager.

2.2 Corrective Maintenance Services

Corrective maintenance services shall be provided during normal working hours to keep the equipment listed in proper operation. For each Corrective Maintenance work order, the Vendor shall provide a written estimate on the City's Estimate Form. Corrective maintenance services shall be provided in accordance with the manufacturer's suggested methods of repair.

2.3 Timesheets

Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Timesheets shall include all work performed, indicating the hours of work, use of specialized equipment, and/or use of approved subcontractors. City maintains the right to have Vendor's employees to clock in and out on WRD provided TimeClock. Work Order Numbers are to be specified on all Timesheets and TimeClock transactions. TimeClock information is for WRD use only. Punching the Timeclock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice.

2.4 Parts and Repair Components

The Vendor shall provide a stock of spare parts that shall be readily available to expedite full repairs. All new air/vacuum relief valves shall be manufactured by ARI or and approved equivalent.

The Vendor shall also provide a percentage markup for materials as a part of the bid. If the ARV is determined to be in poor condition and/or not working properly, every attempt will be made by the technician to repair the air/vacuum relief valve in the field. If new parts are needed, then the vendor shall provide an estimate for the cost of those parts, and after approval by the City, the parts shall

be delivered and installed. If an ARV must be replaced, the same estimate process shall be followed. The decision on whether or replace, repair, or clean the ARV shall be made by the City of Chattanooga Maintenance Manager or his designee.

3.0 Execution

3.1 Work Schedule

The services provided under this Contract shall be performed during the City's normal working hours (7:00 a.m. to 3:30 p.m.) and normal working week (Monday – Friday), unless otherwise mutually agreed upon by the Vendor and the City.

3.2 Record of Maintenance and Repairs

The Vendor shall provide a record of all repairs and services made during each work period. A copy of this record shall be given to City's Chief Mechanic within one week after the work is completed.

3.3 Termination of Contract

Either party may terminate the Contract at any time with the provision of 30 days written notice of the intent to terminate contract.

3.4 Initiation of Work

Work shall begin within 30 days after receipt of the City's purchase order for this Contract. Work shall be performed on a mutually agreed upon work schedule.

3.5 Payment of Services

3.5.1. The City will make payment to the Vendor according to the City's normal policies and procedures.

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

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

3.5.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.

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

- 3.5.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
- 3.5.7. Markup will be calculated as the following example:
- If the part costs vendor \$100.00,
and the Markup on contract is 10%,
City will reimburse Vendor \$110.00.
- 3.5.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- 3.5.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 3.5.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 3.5.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.
- 3.5.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

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

ARV	Location	Address	Type	S/N	GPS Coordinates X,Y
1	Airport Pump Station # 1	965 Airport Rd	ARI		2209365.22, 254063.35
1	Airport Pump Station # 2	850 Jubilee Dr	Apco		2205736.17, 259204.76
2	Airport Pump Station # 2	Airport Service Rd	Apco		2205260.95, 259933.00
1	Altamont Pump Station	2406 Highpoint Dr	ARI		2178738.19, 273374.83
2	Altamont Pump Station	2406 Highpoint Dr	Apco		2178732.53, 273374.86
1	Alton Park Pump Station	3390 Hughes Ave	ARI	1P24748	2175102.60, 247154.85
2	Alton Park Pump Station	335 Croll Court	ARI	24519	2175075.02, 247732.96
3	Alton Park Pump Station	Croll Court	ARI	23711	2174899.49, 248267.99
4	Alton Park Pump Station	W 33rd St	ARI	1085909	2174609.32, 248479.53
5	Alton Park Pump Station	W 33rd St	ARI	24701	217242.08, 248637.13
6	Alton Park Pump Station	33rd & Alton Park	ARI	24532	2173691.58, 248848.21
1	Big Ridge Pump Station # 1	4790 Gann Store Rd	ARI		Inside station 2228129.680, 270590.253
2	Big Ridge Pump Station # 1	Fairview & Gann Store Rd	ARI		2227137.029, 271728.066
3	Big Ridge Pump Station # 1	4935 Gann Store Rd	ARI		2209767.19, 287965.17
1	Big Ridge Pump Station # 4	4714 Privateer Dr	Apco		2208782.54, 287952.82
2	Big Ridge Pump Station # 4	4736 Privateer Dr	Apco		

1	Big Ridge Pump Station # 6	6628 Big Ridge Rd	Apco	2210049.793, 292637.245 2210542.292, 293349.092 2208977.499, 291718.408 2210149.87, 290769.86 30774254.006, 34619421.782 30775418.167, 34620975.057 2195891.61, 282712.42 2190890.35, 282492.21 2190256.41, 280169.66 2187851.47, 278338.24 2186917.51, 277789.02 2185395.62, 276468.91 2184272.67, 275069.65 2183745.91, 273979.30 2183554.12, 273400.10 2183498.83, 271075.28 2183937.69, 268465.79
2	Big Ridge Pump Station # 6	6564 Big Ridge Rd	Apco	
3	Big Ridge Pump Station # 6	Big Ridge @ Colonial Shores	Apco	
1	Big Ridge Pump Station # 9	6442 Lake Shadows Circle	Apco	
1	Boyscout Road Pump Station	Right of RR Track	Apco	
2	Boyscout Road Pump Station	940 Boy Scout Rd	Apco	
1	Dupont Industrial Park	N Access Rd	Apco	
1	Dupont Parkway Pump Station	In woods near station	ARI	
2	Dupont Parkway Pump Station	Behind golf course		
3	Dupont Parkway Pump Station	Boat Ramp		
4	Dupont Parkway Pump Station	3038 Enclave		
5	Dupont Parkway Pump Station	3426 Enclave	ARI	
6	Dupont Parkway Pump Station	Carter Farm		
7	Dupont Parkway Pump Station	Carter Farm		
8	Dupont Parkway Pump Station	Carter Farm		
9	Dupont Parkway Pump Station	1609 Edgewood		
10	Dupont Parkway Pump Station	Chattanooga G&CC		

11	Dupont Parkway Pump Station	Heritage Landing	2180983.49, 264478.57 2202174.83, 246744.93 2201181.35, 246886.24 Inside station 2237231.30, 246507.54 2224616.01, 270013.25 2224918.50, 269483.01 2223781.77, 268697.13 2224154.55, 268263.37 2225151.29, 267615.64 2226238.06, 267165.07 2221943.508, 271706.881 2220362.494, 271895.449 2203197.72, 292490.66 2203183.23, 292090.40 2203300.37, 291284.67 2169477.60, 277013.88 Inside station
1	Eastgate Pump Station # 1	Woodlawn & Spring Creek	ARI
2	Eastgate Pump Station # 1	S Brooks & Hazelwood	ARI
1	Eastgate Pump Station # 2	6045 Cornelison Rd	ARI
2	Eastgate Pump Station # 2	20' from station	Apco
1	Enterprise South Industrial Park	7151 Discovery Dr	Apco
2	Enterprise South Industrial Park	Roundabout @ VW Dr	Apco
3	Enterprise South Industrial Park	VW & Bonny Oaks	Apco
4	Enterprise South Industrial Park	RR Easement	
5	Enterprise South Industrial Park	7301 Old Cleveland Pike	Apco
6	Enterprise South Industrial Park	7363 Old Cleveland Pike	Apco
7	Enterprise South Industrial Park	Discovery Dr by Fire Station	ARI
8	Enterprise South Industrial Park	Back of Gestomp by RR	ARI
1	Hixon Pump Station # 3	Preston Station Dr.	Valmatic
2	Hixon Pump Station # 3	Bethel Bible Village	Valmatic
3	Hixon Pump Station # 3	Bethel Bible Village	Valmatic
1	Komatsu Pump Station	Komatsu	Apco
1	Mountain Creek Pump Station	2nd Floor	ARI

1	Ringgold Pump Station	75 Christian Rd	ARI	2233622.699, 211041.688 2234857.996, 212599.920 2235915.531, 214459.923 2236308.193, 216152.103 2236778.896, 216591.194 2236964.692, 217219.798 2237067.485, 217817.310 2237046.286, 219222.593 2236997.794, 220880.410 2236861.053, 222173.410 2236354.679, 224737.058 2236808.028, 227056.698 2236901.721, 227735.014 2236962.658, 229262.382 2235925.173, 231659.391 2234346.653, 232241.599 2233757.173, 232074.477
2	Ringgold Pump Station	55 Gaye St	ARI	
3	Ringgold Pump Station	Tn St	ARI	
4	Ringgold Pump Station	off TN St	ARI	
5	Ringgold Pump Station	off TN St, near RR	ARI	
6	Ringgold Pump Station	Near RR	ARI	
7	Ringgold Pump Station	Near RR	ARI	
8	Ringgold Pump Station	Near RR @ Carpenter Rd	ARI	
9	Ringgold Pump Station	Lovingood Rd	ARI	
10	Ringgold Pump Station	Lovingood Rd	ARI	
11	Ringgold Pump Station	Lovingood Rd	ARI	
12	Ringgold Pump Station	Lovingood Rd	ARI	
13	Ringgold Pump Station	Lovingood Rd	ARI	
14	Ringgold Pump Station	Easement off Sanders Rd	ARI	
15	Ringgold Pump Station	Easement	ARI	
16	Ringgold Pump Station	Easement	ARI	
17	Ringgold Pump Station	Easement	ARI	

18	Ringgold Pump Station	Easement	ARI	2232817.836, 231934.544 2231413.816, 232558.928 2229544.352, 234048.800 2228827.078, 234214.312 2226011.462, 234482.665 2224452.896, 236632.824 22237353.635, 237607.517 2222499.517, 238274.075 2221601.961, 239095.432 2218617.598, 241648.174 2216062.932, 243628.502 2218242.022, 263224.182 2220467.245, 26031.032 2222930.265, 263385.894 2227141.909, 271740.242 2219463.601, 263889.832 2219179.778, 263244.332
19	Ringgold Pump Station	Easement	ARI	
20	Ringgold Pump Station	Easement	ARI	
21	Ringgold Pump Station	Off Lime Kild Rd	ARI	
22	Ringgold Pump Station	Front Rd	ARI	
23	Ringgold Pump Station	Graysville Rd	ARI	
24	Ringgold Pump Station	Julian Rd	ARI	
25	Ringgold Pump Station	Julian Rd	ARI	
26	Ringgold Pump Station	Off Julian Rd	ARI	
27	Ringgold Pump Station	Easement	ARI	
28	Ringgold Pump Station	Easement	ARI	
1	South Chickamauga Pump Station	4020 N Hawthorne		
2	South Chickamauga Pump Station	Along Creek		
3	South Chickamauga Pump Station	Akzo Nobel		
4	South Chickamauga Pump Station	Akzo Nobel	ARI	
5	South Chickamauga Pump Station	Belle Arbor	ARI	
6	South Chickamauga Pump Station	Belle Arbor	ARI	

7	South Chickamauga Pump Station	Belle Arbor	ARI	2218435.282, 263377.499 2187583.736, 269921.220 2199629.290, 237112.674 2199538.057, 238581.435 2200714.947, 240442.787 2200887.724, 241254.791 2201294.981, 242168.396 2201577.008, 242845.827 2203013.903, 242868.016 2204650.406, 243001.598 2205424.495, 243347.874 2206722.038, 244909.780 2163208.504, 243622.324 2163208.504, 243622.324 2163231.572, 243621.537 2166775.506, 258966.305 2167687.755, 258487.066
8	South Chickamauga Pump Station	Clay St	ARI	
1	Spring Creek Pump Station	250 Vero Beach North	ARI	
2	Spring Creek Pump Station	1648 Hope Ln	ARI	
3	Spring Creek Pump Station	Springvale @ Ringgold Rd	ARI	
4	Spring Creek Pump Station	E End Ave in woods	ARI	
5	Spring Creek Pump Station	Yale St	ARI	
6	Spring Creek Pump Station	Yale St @ Graston	ARI	
7	Spring Creek Pump Station	Fountainbleau Apt Parking Lot	ARI	
8	Spring Creek Pump Station	Access from N Smith st in woods	ARI	
9	Spring Creek Pump Station	NB 175 under Zaxby's Sign	ARI	
10	Spring Creek Pump Station	In woods access from Camp Jordan	ARI	
1	Tiftonia Pump Station # 1	1006 Browns Ferry Rd	ARI	1067297
2	Tiftonia Pump Station # 1	1006 Browns Ferry Rd	ARI	1067304
3	Tiftonia Pump Station # 1	1006 Browns Ferry Rd	Apco	
4	Tiftonia Pump Station # 1	Off golf course, near river	Valmatic	
5	Tiftonia Pump Station # 1	in woods near golf course	Valmatic	

6	Tiftonia Pump Station # 1	In woods off Moccasin Bend Rd	ARI	1078917	2167621.756, 258523.107
7	Tiftonia Pump Station # 1	Near entrance to golf course	ARI	1078927	2167621.673, 258535.240
8	Tiftonia Pump Station # 1	455 Moccasin Bend Rd	ARI	1085934	2112197.421, 261176.981
9	Tiftonia Pump Station # 1	455 Moccasin Bend Rd	ARI	1085927	2167910.829, 261497.703
1	Tiftonia Pump Station # 2	141 Browns Ferry Rd	ARI		2158630.13, 252244.22
2	Tiftonia Pump Station # 2	Browns Ferry Rd	ARI		2158960.87, 253200.09
1	Tiftonia Pump Station # 4	1218 Browns Ferry Rd	Apco		2235969.275, 332365.098
1	VAAP Plant	Perimeter Rd	Dezurik		2220696.976, 281301.660
2	VAAP Plant	Perimeter Rd	Dezurik		2220615.627, 281098.736
3	VAAP Plant	Perimeter Rd	Dezurik		2221050.305, 278878.045
1	West Chickamauga Pump Station	241 Lillian Dr	ARI		30846815.022, 34641134.124
2	West Chickamauga Pump Station	In field	ARI		30847611.649, 34641274.406
3	West Chickamauga Pump Station	Tootie Lane	ARI		30846688.030, 34640689.230
4	West Chickamauga Pump Station	North of Tootie Lane	ARI		30848779.182, 34641057.440
5	West Chickamauga Pump Station	Behind fire hall	ARI		30844860.782, 34637072.028
6	West Chickamauga Pump Station	Mason Lane	Apco		30846026.903, 34637446.227
7	West Chickamauga Pump Station	South Trailer Park	Apco		30845596.943, 34638722.572

8	West Chickamauga Pump Station	North Trailer Park	Apco	30884307.518, 34610752.788 2202702.567, 243973.233
1	Grinder Pump Station	4012 Creekwood Terrace	Ga Ind	

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)