

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-MAY-17 at 2:00 PM

BID NUMBER: 304740

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

**V
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RFQ

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 153572 Ordering Dept.: Public Works Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Security Guard Services ATTACHMENTS: Public Works Department Security Guard Specifications Youth and Family Development Security Guard Specifications Library Security Guard Specifications Downtown Waterfront Security Guard Specifications Specifications For Security Services For Riverwalk Extension Vendor Disclosure and Acknowledgement Form Affirmative Action Plan Requirements For Insurance Coverage City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Security Guard Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON May 24, 2017 *** NOTE: ALL BIDS MUST BE SIGNED 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. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. 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.					

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<p>**** NOTE ****</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>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Security Guard Services, City Landfill, Weekends	300	Hour	_____	_____
2	Security Guard Services, Youth & Family, Weekday Evenings	300	Hour	_____	_____
3	Security Guard Services, Library, Weekdays	300	Hour	_____	_____
4	Security Guard Services, Library, Weekends	300	Hour	_____	_____
5	Security Guard Services, Waterfront, Weekdays	300	Hour	_____	_____
6	Security Guard Services, Waterfront, Weekends	300	Hour	_____	_____
7	Security Guard Services, Temp. Relief of City Workers, 24 Hrs Notice	100	Hour	_____	_____
8	Security Guard Services, Temp. Relief, Less Than 24 Hrs Notice	100	Hour	_____	_____
9	Security Guard Services, City Hall, Weekdays	300	Hour	_____	_____
10	Security Guard Services, Development Resources Center (DRC), Weekdays	300	Hour	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Security Guard Services, Moccasin Bend, Weekdays	300	Hour	_____	_____
12	Security Guard Services, Moccasin Bend, Evenings	300	Hour	_____	_____
13	Security Guard Services, Moccasin Bend, Weekends	300	Hour	_____	_____
14	Security Guard Services, Moccasin Bend, Holidays	300	Hour	_____	_____
15	Security Guard Services, Chattanooga Riverparks, Weekdays	300	Hour	_____	_____
16	Security Guard Services, Chattanooga Riverparks, Evenings	300	Hour	_____	_____
17	Security Gurad Services, Chattanooga Riverparks, Weekends	300	Hour	_____	_____
18	Security Guard Services, Chattanooga Riverparks, Holidays	300	Hour	_____	_____
19	Security Guard Services, Riverwalk Extension, Weekdays (Armed)	300	Hour	_____	_____
20	Security Guard Services Riverwalk Extension, Evenings, (Armed)	300	Hour	_____	_____

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NAME AND TITLE: _____

BID OPENING DATE AND TIME:

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COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

PUBLIC WORKS DEPARTMENT SECURITY GUARD SPECIFICATIONS

1. The City of Chattanooga is soliciting bids for unarmed security guards for multiple locations within the Public Works Department. The term of the contract shall be for one (1) year with the option to extend three (2) additional one year terms.
2. The City reserves the right to award the bid to two contractors to uniquely serve each of the location types defined as Refuse Collection Centers and Birchwood Landfill.
3. The Contractor shall provide certified proof of Liability Insurance with a minimum coverage of \$500,000.00 for personal liability and \$250,000.00 for property liability, as required by the Tennessee State Statute, TCA-62-35. The Contractor must be licensed under this statute.
4. The Contractor shall provide certified proof of Workman's Compensation.
5. Contractor's employees shall be licensed under City Ordinance 7766 and 7927 pertaining to Private Security Police.
6. The Contractor must meet City, County, and State Licensing Laws prior to contract approval.
7. In addition to a Field Supervisor responding to any given incident, when notified, management will be required to be available to respond within one (1) hour of notification of a serious problem.
8. The Contractor shall supply employee background checks including:
 - a. Police Check
 - b. Educational Background
 - c. Pre-employment Background
 - d. Random periodic examinations and for any specific incident that may occur, with a possible polygraph exam
 - e. Prospective Employees (Anyone having a record of a felony, conviction, firearm violation, assault, burglary, multiple misdemeanors, alcoholism, drunk driving, drug abuse, and/or other serious infractions of the Law should not be accepted as security guards.)
 - f. A former or current employee of the City of Chattanooga is not suitable to fill a position of security guard.
9. A list of three (3) accounts with similar job site references must be furnished on request.
10. The Contractor shall provide a contingency plan concerning emergencies and the procedures their Guards will take to handle the emergencies.
 - a. Flooding
 - b. Fire
 - c. Theft
 - d. Bomb Threat
 - e. Medical Emergency
 - f. Civil Disturbance
11. Each Security Guard shall be uniformed with the following equipment:
 - a. Utility Belt
 - b. Whistle
 - c. Name Tag
 - d. Badge with Company Identification

- e. Hat with Hat Badges or Insignia
 - a. Security Guards will be dressed according to season and the uniform changeover from summer to winter and winter to summer will be the Contractor's decision.
 - b. A copy of Contractor's dress code will be submitted with each bid. A photo for example of a uniformed officer must be included in the bid.
12. Contractor, prior to award of the contract, shall submit a complete listing of its employees who will be performing the work and be available to perform said work to the City for its review.
13. The City of Chattanooga reserves the right to change the hours and locations of security service at any time during the contract period. An hourly rate must be provided for special needs.
- a. Specify bid prices as an hourly rate.
 - b. Each location/address shall be billed individually.

Youth and Family Development

Security Guard Specifications

Youth & Family Development, located at 501 West 12th Street, requires unarmed security guard services Monday-Friday from 6:00a.m until 6:00p.m.

Services Needed:

- (1) Opening of building, which includes security keypad code access, unlocking appropriate office doors, hallway doors and gates, and outside gates.
- (2) Closing of building, which includes security keypad code access locking appropriate office doors, hallway doors and gates, and outside gates.
- (3) Ensure all staff, clients, and visitors have vacated building prior to closing.
- (4) Walk-through of building throughout the day to ensure safety of staff and building.
- (5) Walk-through of parking areas.
- (6) Disengage any unruly actions of clients or visitors inside building and on parking lots.
- (7) Monitor special events or meetings.
- (8) Greet and direct visitors and delivery-persons to appropriate offices.
- (9) Report any safety issues.
- (10) Contact city police when appropriate.

Library

Security Guard Specifications

SPECIFICATIONS

Furnish two unarmed, properly equipped uniformed officers to perform security services at the Chattanooga Public Library located at 1001 Broad Street, Chattanooga, TN 37402.

Monday through Thursday -	4:00 p.m. to 8:00 p.m.
Friday -	2:00 p.m. to 6:00 p.m.
Saturday -	9:00 a.m. to 6:00 p.m.

DUTIES

Make regularly scheduled tours of the following areas:

- a. First floor (all areas)
- b. Second floor (all areas)
- c. Third floor (all areas)
- d. Fourth floor (all areas)
- e. Exterior of the building, to include the area around the fountain, the employee entrance on 10th Street and the 11th Street public entrance.
- f. Basement/Maintenance/Loading dock areas on an as-needed basis

All public restrooms must be checked at half-hour intervals. As a general rule, one guard should remain on the first floor, while the other guard patrols both inside and outside the building. Deviations from this rule are acceptable only if an incident occurs which requires the presence of both security guards.

Check entrances, office doors, windows, lights and emergency exits. Times and locations of security checks shall be verified in a manner agreed upon by the parties.

While on patrol, be especially watchful for theft, vandalism, misconduct, fire, unattended personal items, persons under the influence of alcohol and/or drugs, excessive noise, patrons who are sleeping and any incidents or potential incidents which might pose a threat to the health and safety of patrons or staff.

Be courteous and helpful at all times. However, it is necessary to enforce the rules of the library and the guards are urged to contact police whenever they or library staff may determine police assistance is required.

Respond to requests by staff members who need assistance.

If children under 18 years of age are unattended at closing, the officer will not be able to close until the child's parent or guardian picks them up. A library staff member will provide assistance.

Security guards should keep a record of occurrences each shift. In the event of incidents that involve or have the potential to involve medical/legal matters, the guard should complete a library incident report form prior to closing.

The officer will comply with all instructions given by any staff member.

Downtown Waterfront

Security Guard Specifications

The Parks Division requires unarmed security guard services each evening from 11:00 PM until 7:00 AM.

Area of Operations: The Downtown 21st Century Waterfront area includes several downtown City facilities along the southerly shore of the riverfront, including the Marina, River Pier, the hard edge, Bluff View Docks, the amphitheater, and The Passage.

Services Needed:

- (1) Walk-through of parking areas and paths. While on patrol, be especially watchful for theft, vandalism, misconduct, fire, unattended personal items, persons under the influence of alcohol and/or drugs, excessive noise, and any incidents or potential incidents which might pose a threat to the health and safety of the public or Parks staff.
- (2) Disengage any unruly actions of visitors on parking lots or other public areas.
- (3) Report any safety issues.
- (4) Be courteous and helpful at all times. However, it is necessary to enforce the rules for the use of park facilities, and security guards are urged to contact police whenever they or park staff may determine police assistance is required.
- (5) Respond to requests by staff members who need assistance.

SPECIFICATIONS FOR SECURITY SERVICES FOR RIVERWALK EXTENSION

REVISED 5-9-2017

1.0 GENERAL

1.1 SCOPE OF WORK

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform security services of the Tennessee Riverwalk Extension. This section starts at the marina on Riverfront Parkway and ends at the current terminus at Middle Street. The purpose of this contract is to ensure all areas of the Riverwalk Extension are safe and enjoyable for users and ensure all facilities, grounds, and amenities are secure and protected. The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Assistant Director of Parks at (423) 643-6165 for assistance.

1.3 REQUIREMENTS FOR INSURANCE COVERAGE

1.3.1 Workman's Compensation Insurance

Where applicable the Contractor shall provide Workman's Compensation Insurance to protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of the Workman's Law.

1.3.2 General Public Liability and Property Damage Insurance

The Contractor shall provide general public liability and property damage insurance written in comprehensive form. The insurance shall protect the Contractor against all claims arising from injuries, including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his employees, agents, or subcontractors.

The liability limits of this insurance shall be a minimum of \$1,000,000 for each occurrence.

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever.

The insurance shall remain in force at all times during the term of this contract.

Specifications for Security Service for Riverwalk Extension

1.4 LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for two (2) additional 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 2.4 are met.

1.5 BASIS FOR BIDDING

The Contract Bid shall be priced per hour and will be awarded based equally on **the bid price, relatable experience and qualifications, and the submitted patrol plan**. Invoices will be submitted at the end of each month for work completed. All relevant timesheets should be included with invoice.

1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

2.0 SERVICES

2.1 GENERAL

Security services in this contract shall be provided on an 18-hour-per-day basis, 365 days per year. One Officer should be on duty at all times from 6 AM to 12 AM. All Officers should be armed while on duty. All areas of the Riverwalk Extension shall be monitored on a regular, frequent basis to minimize user safety concerns and occurrences of vandalism, graffiti and theft.

2.2 DESCRIPTION OF SECURITY SERVICES

Security services shall include the following:

1. Regularly monitor and patrol the Riverwalk Extension trailheads and notable locations: Blue Goose Hollow trailhead at 935 Riverfront Parkway; Chestnut Street trailhead at 2587 Chestnut Street; Wheland Foundry trailhead at 1503 Middle Street; the landfill behind US Pipe.
2. Regularly monitor the public restrooms at Blue Goose Hollow trailhead and Wheland Foundry trailhead.
3. Secure the public restrooms at Blue Goose Hollow trailhead and Wheland Foundry trailhead between 10 and 11 PM daily.

Specifications for Security Service for Riverwalk Extension

4. Regularly check facilities, grounds and amenities to ensure they are secure and functional. This includes doors, windows, lights, signs, fencing, landscaping and fixtures. Follow division procedures for reporting emergency and non-emergency repairs.
5. Be continually observant for theft, vandalism, misconduct, fire, unattended personal items, persons under the influence of alcohol/drugs, excessive noise, camping and any other incidents or potential incidents that might pose a threat to the health and safety of users and staff.
6. As needed, inform users of posted rules and regulations. Be courteous and helpful at all times but ensure users comply with all posted rules and regulations for the safety and enjoyment of everyone.
7. As needed, notify emergency services including fire, EMS and police to respond to necessary situations.
8. Respond to all requests from users and staff with appropriate and correct information, if possible.
9. Record and report all incidents each shift in the appropriate manner. In the event of incidents that involve or have the potential to involve medical/legal matters, the Officer should document the incident on the appropriate form prior to leaving at the end of shift.
10. A field supervisor shall respond within one hour when requested for serious issues or concerns.
11. Contractor shall perform random scheduled and unscheduled drug testing.
12. Contractor shall furnish a mobile phone to be used by all Officers on duty to allow immediate communication between Officer, Contractor and City staff.

2.3 EQUIPMENT PROVIDED BY CONTRACTOR

The Contractor shall operate a small utility vehicle in performance of this contract.

1. The Contractor shall furnish a suitable utility vehicle that can access all areas of the Riverwalk Extension to patrol and respond to situations in a timely manner.
2. The Contractor shall complete all maintenance to ensure the vehicle is in good operating condition.
3. The Contractor shall provide all fuel used in the performance of this contract.
4. The Contractor shall equip all vehicles used in performance of this contract with a bright green security light to increase visibility.
5. The Contractor shall identify all vehicles used in performance of this contract with the word "SECURITY" so users can identify the vehicle. The Contractor name may also be included.
6. The Contractor shall operate all vehicles used in performance of this contract in a safe and courteous manner. The Contractor is responsible for the cost of replacing, repairing and/or cleaning all County, City, private, public, or tenant property which has been damaged due to activities performed under this contract. In the event of damage, the Contractor is to immediately notify the City and make necessary arrangements for repair, replacement and cleaning. If the resulting damage is not repaired within a reasonable time frame, then the repairs will be made by the City and the cost will be subtracted from payments due the contractor.

Specifications for Security Service for Riverwalk Extension

7. Officers shall not exceed the posted speed limit or 7 MPH, whichever is lower while operating utility vehicle in performance of this contract.

2.4 SECURITY OFFICER REQUIREMENTS

All Officers assigned to or performing work under this contract shall meet the following requirements.

1. Officer has passed a thorough background check. Anyone having a record of a felony conviction, firearm violation, assault, burglary, multiple misdemeanors, alcoholism, driving while under the influence of drugs or alcohol, drug abuse and/or other serious infraction shall not be assigned to this location. The Contractor shall submit to the Department the background checks for all Officers intended to work at this location before the Officer begins duty.
2. Officer has a valid driver's license. The Contractor shall submit copies of all licenses to the Department before the Officer can begin duty. If at any time, an assigned Officer has his/her driver's license revoked, the Officer must immediately be removed from this location.
3. Officer has met all requirements to carry a firearm in a security capacity and carries firearm at all times while performing this contract.
4. Officer is uniformed with the following items and equipment: clean, unwrinkled shirt and pants, utility belt, firearm, whistle, name tag, badge with Contractor identification, hat with badge or insignia, mobile phone.

2.5 PROVIDED BY CITY

The following will be provided by the City in performance of this contract.

1. Non-exclusive work space in the Wheland TH facility for breaks, meetings, completing paperwork, etc.
2. Access to non-public restroom.
3. Keys to Riverwalk Extension gates and doors including access to specified areas of Wheland TH facility. Furnished keys shall not be copied or transferred without authorization.
4. Alarm code for each assigned Officer, up to five (5).
5. Locker for each assigned Officer, up to five (5). Lock to be provided by Officer.

2.6 SERVICES NOT INCLUDED

Anything that is not covered by this bid is considered additional work and may be performed only after a written quote is submitted to and written permission to proceed is received from the City.

3.0 EXECUTION

3.1 PERFORMANCE OF WORK

Specifications for Security Service for Riverwalk Extension

3.1.1 Compliance with Applicable Laws and Regulations

The contractor will be responsible for complying with all codes, laws, regulations, ordinances, and rules of bodies having jurisdiction as well as any restrictive covenants of Hamilton County or the City of Chattanooga.

3.1.2 Subcontracting

No work under this bid may be assigned or subcontracted without prior written consent by the City.

3.2 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

The Contractor may store equipment on-site during the contract period after approval by the City. The Contractor shall be responsible for the security of all equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

Storage of any equipment or supplies on the property is not permitted without the City's prior written approval.

3.3 TERMINATION OF CONTRACT

The Contractor shall be notified by e-mail of all problems or deficiencies with contracted work.

The Contractor shall be notified in writing of problems or deficiencies of significant importance or of a continual nature. A time period of compliance shall be established after discussion and mutual agreement. The importance of these problems or deficiencies shall be interpreted solely by the City. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the contract, withholding of payment, and/or default of performance bond to correct deficiencies.

Any work or specific items which are not completed within ten (10) working days of receipt of written notification will be grounds for contract termination.

If it is necessary for the City to award the remainder of the contract to the next acceptable Bidder, the terminated Contractor shall pay the City the difference in his price and that of the next acceptable Bidder.

3.4 PAYMENT

Payment shall be in accordance with the City's standard policies and procedures.

Specifications for Security Service for Riverwalk Extension

The Contractor shall submit an invoice monthly following completion of contract specifications. The invoices should be submitted to the Accounts Payable Department with a copy submitted to the Parks Division administrative offices at 1250 Market Street, Suite 2100, Chattanooga, TN 37402.

4.0 QUALIFICATIONS

4.1 QUALIFICATIONS FOR PROSPECTIVE BIDDERS

4.1.1 Minimum Qualifications

The following requirements shall be considered the minimum for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

A period of ten (10) years' experience in the performance of professional security services as specified.

Current operation of a field office within fifty (50) miles of the site to be serviced under this contract.

A minimum of ten (10) full-time, qualified, local security personnel shall be employed by the Contractor during the contract term. A minimum of two (2) employees must have a minimum of five (5) years documented experience (each) in providing security services. Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.

The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall assign experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document.

Services provided shall be performed by qualified and trained security personnel that are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.

Before any work is initiated under this bid, the Contractor shall be fully licensed to provide armed security services in the State of Tennessee. Proof of such licensing may be required by the City before a contract award is made.

The Contractor shall ensure that all employees working under this bid shall wear matching uniforms including shirts, clearly identifying them as the bidder's employees.

All vehicles and equipment utilized by the Contractor for this contract shall be clearly marked with the company logo or name while on the site. The Contractor shall utilize clean, well-maintained equipment

Specifications for Security Service for Riverwalk Extension

of the latest and most efficient design. All equipment may be inspected by the City representative prior to use.

All Bidders desiring to provide services specified shall visit the job site to become familiar with the facilities and equipment prior to submitting a bid. No bidder shall be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

4.1.2 Required Documentation for Bid (7)

1. Each Bidder shall submit a list of the ten (10) full time qualified, local security personnel who are currently employed by the Contractor and who plan to be employed during the contract term. The list should identify the two (2) employees who have a minimum of five (5) years documented experience (each) in providing local security services. Employee resumes and training records are acceptable as documentation of experience and training. The proposed point-of-contact for this contract shall be identified.

2. Bidder shall submit a picture of the uniform personnel will wear while performing this contract.

3. Bidder shall submit a tentative patrol plan for the entire length of the site including estimated travel time and foot patrol time at each specified point.

4. Bidder shall submit copies of related employee licenses and certifications.

5. Bidder shall submit with its bid, three (3) current references of commercial clients within 25 miles of Chattanooga that the bidder currently services.

6. Bidder shall submit a list of vehicles and equipment available to be used for this contract. Vehicles and equipment shall be available for inspection by City employees to ensure the selected Contractor has sufficient equipment to complete the requirements of the contract.

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)

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, or 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 the 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. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence