

July 2016
RFP 138273

**PURCHASING DEPARTMENT
101 EAST 11th STREET, STE. G-13
CHATTANOOGA, TENNESSEE 37402**

Requisition No.: RFP – 138273
Ordering Dept.: INFORMATION TECHNOLOGY DEPARTMENT
Buyer: Sharon Lea / slea@chattanooga.gov
Phone No.: 423 643-7235
Fax No.: 423 643-7244

Request for Proposals for Systems Automation & Installation Services

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

NO LATER THAN

4:00 PM E.S.T. on Monday, August 1, 2016

*****ALL QUESTIONS MUST BE SUBMITTED IN WRITING*****

NO LATER THAN

4:30 PM E.S.T. on Monday, July 25, 2016

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

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

The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:

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

NOTE: ALL PROPOSALS MUST BE SIGNED.

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

PLEASE PROVIDE US WITH THE FOLLOWING

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____



**SPECIFICATIONS FOR BLANKET CONTRACT
FOR
SYSTEMS AUTOMATION AND INSTALLATION SERVICES
FOR THE
CITY OF CHATTANOOGA, TN**

JULY 2016

**RESPONSES DUE: AUGUST 1, 2016
NO LATER THAN 2:00 PM EST**

**QUESTIONS DUE: JULY 25, 2016
IN WRITING NO LATER THAN 4:30 PM EST**

**ANSWERS TO ALL QUESTIONS RECEIVED
SHALL BE POSTED: JULY 27, 2016
NO LATER THAN 2:00 PM EST**

**Contact Information:
Sharon Lea, Procurement Analyst
101 East 11th Street, Suite G-13
Chattanooga, TN 37402
Phone: 423-643-7235
Email: slea@chattanooga.gov**

SECTION 1-GENERAL INFORMATION

1.1 Purpose of Proposal

This Proposal is issued to obtain a qualified firm to provide system building, programming, and other automation services related to audio and video systems.

1.2 Scope

Installations under this contract may include automated conference & board rooms, wireless presentations systems, digital signage, video teleconferencing systems, lighting control systems, sound equipment, projectors, TVs, Touch Screen monitors, programmable control modules, etc.

Crestron certified programming preferred.

Qualified firm should have the ability to respond to service calls within 24 hours of trouble with systems implemented. The City may also take advantage of other products and services offered by the vendor. Excluded services include cabling for specific telephone systems covered under existing City of Chattanooga voice maintenance contracts or other cabling services contracts.

SECTION 2 -ADMINISTRATIVE AND CONTRACTUAL INFORMATION

2.1 Inquiries

Questions concerning this Proposal should be submitted in writing (via email) no later than designated time to the attention of:

Sharon M. Lea, Procurement Analyst
City of Chattanooga
Purchasing Department
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

Phone: 423-643-7235
Email: slea@chattanooga.gov

2.2 Exceptions to Proposal Specifications

This Proposal is intended to describe the City's minimum requirements and response format in sufficient detail to secure comparable responses. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City.

2.3 Implied Requirements

All products and services not specifically mentioned in this Proposal, but which are necessary to provide the functional capabilities described by the vendor, must be included in your response.

2.4 Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so clearly marked.

2.5 IssuingOffice

This Proposal shall be governed by the laws of the State of Tennessee, and is issued for the Information Technology Department by the City of Chattanooga Purchasing Department.

2.6 Incurring Costs

The City is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement and will not pay for information solicited or obtained.

2.7 Vendor's BID Response

Vendors must submit two (2) copies of their response in a sealed envelope no later than stated deadline.

2.8 Economy of Preparation

Responses must be prepared simply and economically. They should provide a straightforward and concise description of your capabilities and services. Promotional and marketing materials maybe included, however, emphasis should be placed on clarity and content.

2.9 Conditions of Agreement

Proposals submitted must be binding for not less than ninety (90) days after the date received. The City will select the proposal(s) that, in its opinion, is in the best interest of the City. The City reserves the right to reject any and all responses or portions of a response. The City also reserves the right to waive minor technicalities in the proposal. Further, the City reserves the right to accept proposals for any or all items separately or together.

3.0 Response Date

Sealed proposals to be considered must arrive at the issuing office on or before the date and time specified on the cover letter of this document.

Responses not received by the City by stated deadline, will be returned, after receipt, unopened to the vendor.

SECTION 4: PROPOSAL CONTENT

This request for proposals is structured to allow vendors the ability to address in detail their compliance with the City of Chattanooga's requirements. This is accomplished by outlining the minimum acceptable response while providing vendors the platform to provide additional value to the City of Chattanooga. Services offered of a standard above the minimum will be considered in the overall evaluation process and may be used as a determining factor when considering two vendors of comparable value.

4.1 Mandatory Requirements:

At a minimum, include the following in your response:

- 1. Financial Information:** Provide a financial statement depicting the vendor's capability to carry out the contract as proposed for award. Include the last two annual or 10K reports. Financial information supplied will be proprietary if marked confidential at top and bottom of each page.
- 2. Vendor Profile:** Provide brief vendor history so that the City of Chattanooga can evaluate your company's ability to accomplish the proposed work. Include number of years in business,

other work or areas of activity, etc.

- 3. References:** Provide a list of at least 3 similar installations and users that the City of Chattanooga can contact.
- 4. Service:** Provide the address of your service center site(s). Visits may be made of the service center.
- 5. Contractor Resources**
 - a.** Provide a list of personnel that will be assigned to this contract, types of training and a description of their years of experience in LAN/WAN (voice, data, video wiring or outside plant cabling).
 - b.** Provide a list of and describe vehicles available for use in service fleet for this contract.
 - c.** Vendors' project management and supervisory experience.
- 6.** Vendor's experience in repair and installation of LAN/WAN and equipment referenced in herein. Include contractor's experience with large and complex wiring installations.
- 7. Cost:** Provide Costs on APPENDIX C: LIST OF BID ITEMS
- 8.** Provide Copies of State of TN, Hamilton County, and City of Chattanooga Business Licenses.

4.2 City of Chattanooga Provided Information

The City of Chattanooga Information Technology Department has provided the following information to assist in the preparation of responses.

Please see the appendices:

- A: Proposal Cost Summary Form
- B: Affirmative Action Plan
- C: Requirements for Insurance Coverage

SECTION 5: TERMS AND CONDITIONS OF RESULTING CONTRACT

5.1 Contract Term

This contract shall be for a term of twelve (12) months with the option to renew for up to two (2) additional twelve (12) month terms, starting from the date of acceptance by the City of Chattanooga.

5.2 Cancellation

The awarded vendor may be removed from the contract at any time by reason of unsatisfactory performance or other default of the vendor upon 30 days prior written notice by the City of Chattanooga. Either party may cancel the contract by giving 90 days prior written notice. Such notice by the vendor should in no way be construed as taking away the right of the City of Chattanooga to remove the contractor for unsatisfactory performance.

5.3 Subcontracting

Vendors may subcontract installation of cable and conduit but shall retain the responsibility for the work subcontracted. At least one BICSI certified cabling installer must be available to conduct a physical review of any job site where installation or termination of cable has been performed by that subcontractor's technicians.

Payment will be made to the vendor only for the amount quoted and installed. A Subcontractor to the vendor, by virtue of subcontract, has no claim against the requesting department or the City of Chattanooga. Subcontractors for any project shall have a copy of written specifications on site while performing their work on that project.

5.4 Audits and Inspections

At any time during normal business hours and as often as the City of Chattanooga may deem necessary, there shall be made available to the City of Chattanooga, for examination, all company records with respect to all matters covered by this Contract. The vendors will permit the City of Chattanooga to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, quotes, invoices, materials, and other data relating to all matters covered by this Contract. An overall review of operations may be made semi-annually.

5.5 Contract Administration

After contract award, the City Purchasing office will serve as the Contract Administrator. The Contract Administrator shall be responsible for ensuring vendor conformance with terms, conditions, performance specifications as specified in the contract and evaluation of the vendor's performance. Information Technology Department staff will serve as the City contact for work order requests and will work with the vendor and other City departments on related activities.

It is the sole responsibility of the vendor to communicate all quotes for work, questions concerning rates and scheduling problems to the Information Technology Department. Vendors shall not quote work eligible under this contract to any entity ineligible to purchase from this contract. **Vendor shall not perform work under this contract without an approved City of Chattanooga purchase order (PO) number.** All deviations from this policy shall be viewed as a violation of the contract and may result in immediate cancellation.

5.6 Procedures and Documentation of Approvals

As part of contract award, procedures will be defined related to documentation of required checkpoint approvals.

Checkpoints will be at least but not limited to:

- 1) Initiation of project
- 2) Acceptance of specifications and price quote
- 3) Completion of project and authorization for payment.

Documented approvals required may vary depending on the project, but will usually include:

- 1) The requesting department
- 2) Information Technology Department
- 3) Purchasing Department
- 4) Vendor

SECTION 6: EVALUATION METHODOLOGY

Responses will be evaluated as defined below.

The City depends on the vendors involved with our organization to work with us as "business partners", to become extended members of our staff. We desire long term, mutually beneficial business relationships. However, it is imperative for the City of Chattanooga to establish relationships with

vendors who agree to the terms of this solicitation as well as demonstrate through company profile and resources the ability to fulfill the stipulated requirements.

Responses will be evaluated to select the offer(s) that provide the best value to the City of Chattanooga. Responses will be evaluated on (but not limited to) the following criteria:

- Line Item Cost according to Solicitation
- Vendor's experience in repair and installation of LAN/WAN and data equipment and wiring installations
- Vendor's resources including personnel and vehicles to be used on this contract
- Vendor's project management and supervisory experience
- Financial Stability
- Vendor's business history
- References
- Cost of the offer including service and equipment
- Service offerings

SECTION 7: GENERAL PROVISIONS AND PROCEDURES

7.1 Work Request

A Work Order or request for a quote will be sent from authorized personnel within the City of Chattanooga. The primary points of contact for this contract are Department of Information Technology (D.I.T.) personnel. A Work Order or request for a quote will include most if not all of the following information: location of work, description of work to be done, site contact name and number, contact name and number of D.I.T. personnel coordinating work, due date for completion, internal City SR (service request) number and any other pertinent information.

7.2 Design

When necessary, D.I.T. personnel will meet with the department requesting the work to review design and perform a needs assessment consultation.

7.3 Walk-through Schedule

The vendor shall be notified via email or phone call that a walk-through at the site where work is to be performed will be scheduled. The planned date and time will be included in the information. The Vendor must either confirm or decline this meeting notification within 12 working hours to allow the City time to reschedule or make other arrangements.

7.4 Walk-through Follow-up

After the walk-through has been completed, D.I.T. personnel will respond to any questions that are not answered at the walk-through.

7.5 Pricing Quote Returned

Using the attached Quote Sheet, the types and amounts of materials as well as work-hours required will be completed at or immediately following the walk-through. The amount given on the Quote Sheet will be used by the requesting department to budget their expense and to pay the vendor for the agreed upon work. This pricing information should be returned no later than 4 business days following the walk-through.

7.6 Award and Work Initiation

Upon D.I.T.'s receipt of a confirmation that the price is acceptable and the work request should be submitted to the Vendor from the department requesting the work, D.I.T. will inform the Vendor with a City of Chattanooga approved purchase order number. The Vendor must inform the City if the desired due date of the requested work cannot be met, require overtime or expedite charges.

7.7 Change Order Requests

The requesting department should send a copy of all change orders on awarded jobs along with authorization to pay for those changes to D.I.T. Change orders must be approved by the City prior to the vendor performing any additional work.

7.8 Job Completions and Invoicing

The vendor shall provide notification to D.I.T. personnel when the project is complete and provide a final invoice to the designated contact within the department requesting the work. All approved change orders shall also be invoiced at this time. D.I.T. will inspect the project to verify accuracy of installation prior to the department approving payment to vendor.

All vendor invoices must reference the original Service Request (SR) number from the City and/or the job description of the work that was performed and City of Chattanooga Purchase Order number. Invoices should match the amounts provided on the original quote plus any additional change orders.

7.9 Invoice Disputes

If there is any dispute concerning an invoice(s), the City of Chattanooga will not pay the questionable amount until the dispute is resolved. The City of Chattanooga will only pay the amount quoted and any approved change orders for work completed to the City's satisfaction.

7.10 Prices

Labor Cost:

The awarded vendor will be bound to the quoted labor rate for the term of the contract, including any renewals. **Labor shall be a uniform rate for all materials for the entirety of the contract and shall be charged in 15-minute intervals.**

Materials Cost:

Material prices may not be increased, nor new items added, during the term of the contract.

SECTION 8: MANUFACTURERS AND INSTALLATION STANDARDS

8.1 Manufacturers

These are the currently approved (but not limited to) manufacturers:

- Panduit
- Avaya Communications
- Hubbel
- Ortronics
- Leviton I
- Beiden Wire and Cable
- Essex

General Cable
Mohawk/COT
Siecor Corp.

8.2 Installation

Installation should be performed in a professional manner using the best practices in the industry. Best practices shall include, but not be limited to, the following points:

Components of the system shall be installed in a neat, workmanlike manner. The terminations shall be uniform throughout the system.

1. All grounding conductors must be rated CMP and must be neatly tied in bundles and properly secured.
2. Horizontal fill ratios for conduit, cable trays, raceways and ducts shall conform to standards and manufacturer recommendations.
3. Standards for separation distances from sources of electromagnetic interference are currently under study. Minimum clearance between cables and power sources until the new guidelines are available are found in EIA/TIA 569.
4. Appropriate attention shall be given to the handling of copper and optical fiber cables to ensure that bending radius conforms to the manufacturer's requirements. At no time shall the cable's static or dynamic bending radius be exceeded.
5. All installation shall be done in conformance with current ANSI/TIA 568C.x standards Design and Installation guidelines. The Vendor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Vendor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation. This shall also apply to any and all damages sustained to the cables by the vendor during the implementation.

8.3 Labeling

The vendor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations. No labels are to be written by hand. Identification markings and systems shall be uniform. All cable terminations are labeled at the MDF, IDF and at the station. Consecutive numbering should be used around the workstations or offices for all jacks: e.g. voice jacks V02A and B are in the same station face plate as data jacks D02A and B.

8.4 Cable Storage

The vendor shall not roll or store cable reels without an appropriate underlay and prior approval from the City.

8.5 Horizontal Cabling

1. The length of each individual run of horizontal cable shall not exceed 295 ft.
2. Each run of cable between the termination block and the information outlet shall be continuous without any joints or splices.
3. Insuspended ceiling and raised floor areas where floor duct, cable trays or conduit are not

available, the vendor shall bundle station wiring with plastic cable ties at appropriate distances. The cable bundling shall be supported via "J" hooks attached to the existing building structure and framework. Non-Plenum cable will be used in all appropriate areas. Plenum cables will be used when required.

4. If the interior of walls are not obstructed, the vendor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, vendor shall secure approval prior to the use of an alternate method.
5. In the event vendor is required to remove ceiling tiles to install cables, such work shall not break or disturb grid. Cables shall not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.
6. Cables shall not be attached to or supported by fire sprinkler heads or delivery systems or any environmental sensor located in the ceiling air space.

8.6 Fire Stopping

1. Sealing of openings between floors, through rated fire and smoke walls, existing or created by the vendor for cable pass through shall be the responsibility of the vendor.
2. Sealing material and application of this material shall be accomplished in such a manner which is acceptable to the City of Chattanooga fire and building authorities having jurisdiction over this work.
3. Creation of such openings as are necessary for cable passage between floors or areas shall be the responsibility of the vendor. Any openings created by or for the vendor and left unused shall also be sealed as part of this work.
4. The vendor shall be responsible for damage to any surfaces or work disrupted as a result of their work. Repair of surfaces, including painting, shall be included as necessary.

8.7 General Installation Provisions

1. Consideration of alternate equipment shall be solely at the discretion of the City. Any and all proposed alternate equipment, cable, terminations, methods, etc. must be submitted for approval prior to scheduling work to begin on a work request.
2. The selected vendor must, at all times, keep the premises free from accumulation of waste materials, caused by the work; and upon completion of the work, must remove all work related rubbish from and about the site and must leave the work area broom clean, or in its original condition

SECTION 9: TASKS, DUTIES AND RESPONSIBILITIES OF VENDOR

9.1 Vendor Personnel

At least one BICSI (Building Industry Consulting Service International Inc.) certified cabling installer must be available to conduct a physical review of any job site where installation or termination of cable has been performed by that vendor's technicians.

9.2 Vendor Base of Operation

Vendors shall maintain an office with a staff of technicians and equipment within a 30-minute drive of any City of Chattanooga site.

9.3 Vendor Equipment Provided

Vendors will provide all equipment, tools, etc. needed to perform the duties under this solicitation including service vehicles. Vendor must supply a telephone number for service calls. Repetitive visits to correct a fault or provide a service will not be reimbursed unless specifically authorized in writing by the City of Chattanooga.

9.4 Work Site Requirements

- 1.** The requesting department will provide the electrical service including approved ground, circuit breaker panel with breakers to existing service points.
- 2.** Cutting, patching, and finishing required in connection with this installation and the repair of any damage caused by the installation shall be done by the vendor so as to match the original conditions perfectly both as to material and workmanship.
- 3.** During installation under this contract, the physical facilities may be in use by the requesting department. The vendor shall schedule and coordinate the work with the requesting department and General Services so as to cause the least possible interference with or interruption of that department's activities in the building. If after hours work is requested by the department, the overtime rate provided in this Bid shall apply.
- 4.** The vendor will be completely responsible for any and all damages caused to the building or its contents as a direct result of the execution of the contract. Upon completion of each working day, the vendor will clean up all debris, cartons, etc., and remove them from the premises. The vendor will continually clean up after its operations to prevent any accumulation of debris, equipment, etc., and will maintain all exit ways free and clear at all times.
- 5.** Installation must be performed in a professional and workman-like manner and conform with all recommendations of the manufacturer and latest published versions of the following: BICSI TDMM, National Fire Protection Association (NFPA), National Electrical Code (NEC), current ANSI/TIA 568C.x or latest Commercial Building Telecommunications Cabling Standards, City of Chattanooga Information Services wiring & termination standards, local building codes, and good construction and engineering practices.
- 6.** The vendor shall provide a complete system warranty to guarantee end-to-end high performance cabling systems that meet application requirements. The guarantee shall include cable and connectivity components and have one point of contact for all issues. The system shall be warranted for a period of 10 years. If a system repair is required by a manufacturer of the product, it may use new or reconditioned replacement parts. If the manufacturer chooses to replace the product, the manufacturer may replace it with a new or reconditioned one of the same or similar design. Any such repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original 10-year warranty period, whichever is longer. It is the responsibility of the vendor to coordinate manufacturer required repairs or replacements of components of the cabling system the vendor installed.
- 7.** All data cabling units shall meet the requirements of current ANSI/TIA 568C.x. If requested, the vendor shall provide test results of all installed cables to City staff in printed hard copy or electronic document.

9.5 Service Times

Response: The arrival on site and notification to requestor of a qualified technician equipped with tools and parts.

Emergency or Expedite requests: Vendors shall provide a 24-hour response time during normal working hours (8 AM to 4:30 PM, Monday through Friday) in case of a major emergency that may require system repairs or when a work request requires an expedited response.

Schedules:

1. **NORMAL SERVICE TIMES:** Vendor has FIVE (5) working days from the date of receipt of a Work Order to have the staff on site and working, unless another specific start date has been requested. Invoice shall be the actual time employed multiplied by the appropriate labor hour rate bid on the Pricing Sheets. If a site visit or a walk-through is requested by the City to the vendor, the following process intervals apply: Vendor will have 12 business day hours from receipt of the email or phone call to confirm or decline the site visit or walk- through invitation.
2. **SUBMISSION OF QUOTE:** Vendors will have up to four (4) working days from completion of site visit or walk-through to have a price quote prepared and returned to the City. The preferred means of quote submission is via email. The requesting City department main contact as well as Information Services should be included on the email response. This quote shall list all material quantities, and total labor hours expected to be used. This "not to exceed" figure shall remain the maximum this work shall cost unless changes are approved in advance by the requesting department and Information Services. Upon review of the quote, the City of Chattanooga may call the vendor to incorporate required modifications. Any associated requisition or shipping release shall be a "not to exceed without prior approval" order. If modifications are required after a PO or payment instrument has been provided to the vendor, a change order may subsequently be issued to the vendor upon concurrence of necessity of a change by the requesting department and Information Services.
3. **HOLIDAYS:** Upon approval by the requesting department and General Services, the vendor may work on holidays at the agreed upon holiday rate of pay.

9.6 Inspections and Corrections

1. **INSPECTION OF WORK:** All work performed under this contract shall be installed in a professional and workmanlike manner. Upon completion by the vendor, Information Services may perform a final inspection of the job, and if necessary, will create and submit to the vendor a punch list of deficiencies.
2. **CORRECTION OF DEFICIENCIES:** Vendor has FIVE (5) business days from receipt of a punch list to correct any deficiencies. Failure to comply may result in a 30-day suspension from the contract for each failure to comply.

Appendix A

Proposal Cost Summary Form

The summary below reflects projected cost items for the City for Systems Automation and Installation Services. Supporting detail must be attached describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of your proposal.

Item	Cost
Software Licensing/Subscriptions	
Consulting Services	
Technical Support Services	
Training Services	
Annual Maintenance and Support	
Other Costs (Describe)	
Total	

Appendix B

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)

Appendix C

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