Date: April 26, 2017 Requisition No.: 148785

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

CHATTANOOGA, TENNESSEE 37402
Request for Bid (RFB) for the City of Chattanooga, Tennessee
Proposals will be received at 101 East 11 th Street, Suite G13, Chattanooga, TN 37402 until 2: 00 P.M., EST. on May 10, 2017
Requisition / Bid No.: R148785 / 304591 Ordering Dept.: General Services, City Wide Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov ************************************
Items Being Purchased: Alarm Monitoring Services ************************************

2:00 P.M., EST on May 10, 2017
PRE-BID CONFERENCE WILL BE CONDUCTED 10:00 A.M., EST on May 3, 2017 ***********************************
The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.
The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.
The City's Standard Terms and Conditions may be found on website: http://www.chattanooga.gov/purchasing/standard-terms-and-conditions
Note: ALL BIDS 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 THE FOLLOWING INFORMATION:
Company Name:
Mailing Address:
City & Zip Code:
Phone/Toll Free No.:
Fax No.:
E-Mail Address:
Contact Person:
Company Title:
Signature

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.

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D	200
D O R	
R	

BID OPENING DATE AND TIME:

10-MAY-17 at 2:00 PM

BID NUMBER: 304591

BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

M	City of Chattanooga
Α	101 East 11th Street, Suite G13
L	Chattanooga, TN 37402
L	
Т	
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Item Class-Item Quantity Unit Unit Price Total

Requisition / Bid# No.: 148785 / 304591 Ordering Dept.: General Services, City Wide

Buyer: Mark McKeel Phone No.: 423-643-7236

Items Being Purchased: Alarm Monitoring, City Wide

ATTACHMENTS: Specifications (3 pages), List of Monitoring Locations (2 pages),
Affirmative Action Plan (2 pages), Insurance Requirements (2 pages),

Iran Divestment Act Disclosure (1 page)

This Shall Be A Twelve (12) Month Blanket Contract To Supply Alarm Monitoring, Repairs, Maintenance, and Supplies for various locations within the City of Chattanooga.

The Contract Term May Be Renewed For An Additional Two (2) 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 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.

PLEASE NOTE: Buildings are being purchased and sold by the City of Chattanooga, so

there will be times when a location will need to be added.

Per specification, the vendor will need to notify purchasing when you are servicing a new location so line can be added to the Blanket PO.

**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****

Price Escalation Clause:

If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.

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 10, 2017> ***

City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions

If you can't download call buyer for a copy

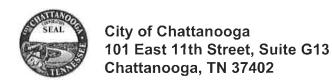
NOTE:

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

BID SOLICITATION



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.

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D	*
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R	

BID OPENING DATE AND TIME:

10-MAY-17 at 2:00 PM

BID NUMBER: 304591

BUYER:

PHONE #: (423) 643-7230 **DELIVERY REQUIRED**:

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

City of Chattanooga

O R			O			
Item	Class-Item		Quantity	Unit	Unit Price	Total
levels. Such reference any brand which The City of Chatt informalities in the for the best interest. The City of Chatt services on the beautiful the company Name_	e for the purpose of describing and estrences ar enot intended to be restrictive meets or exceeds the quality of the spanooga reserves the right to reject any ebids received, and to accept any bid est of the city. Annooga will be non-discriminatory in the asis of race, color, or national origin. DE US WITH THE FOLLOWING INFO	re. Bids will be considered for pecifications listed for any item. y and/or all bids, waive any which in its opinion may be the purchase of all goods and RMATION:				
ax No	No					
	Name					
-	SusinessSmall BusinessDisabled Vete					
Noman-Owned B	usiness	10N ****				

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.

SIGNATURE:

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

TERMS OF PAYMENT: ______

TELEPHONE NUMBER:

COMPANY: _

NAME AND TITLE: _____

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.

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BID OPENING DATE AND TIME:

10-MAY-17 at 2:00 PM

BID NUMBER: 304591

BUYER:

PHONE #: (423) 643-7230 **DELIVERY REQUIRED**:

M	
A	City of Chattanooga
1	101 East 11th Street, Suite G13
L	Chattanooga, TN 37402
Т	

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	This shall be a twelve (12) month blanket contract to supply alarm monitoring, repairs and maintenance and supplies for existing and future equipment at various locations per attached specs. (Please put prices on bid spreadsheet)	15000	Each	<u></u>	7

NOTE: ALL	RIDS 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.

	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:

Alarm Monitoring Services & Supplies Req# 148785 / Bid No. 304591

Line No.	Location	Address	Unit of Measure	Estimated Quantity	Unit Price	Amount	
i sint	Maintenance for Listed and Future Monitoring Sites; Hourly Rate		Hour	1000	0.00	↔	
2	Supplies for Listed and Future Monitoring Sites; Cost + % over Vendor Cost		Each	元	0.00	64	
3	Per Specifications, Page 2; Additional Monitoring Sites and Services		Each	30.00 m	0.00	69	
4	Avondale Recreation Center	1301 Dodson Avenue, 37406	Month	1	0.00	8	
5	Brainerd Pool	1010 N. Moore Road, 37411	Month	1	0.00	€>	
9	Brainerd Recreation Center	1010 N. Moore Road, 37411	Month	_	0.00	€3	
7	Bushtown / Carver Recreation Center (2 Units)	600 N. Orchard Knob Avenue, 37406	Month	2	0.00	€9	
8	Caruthers Building	3300 Brannon Avenue 37407	Month	-	0.00	€ 9	
6	Carver Pool	600 N. Orchard Knob Avenue, 37406	Month	-	0.00	67	
10	Champions Tennis Club	3400 Lupton Drive, 37351	Month	<u>_</u>	0.00	69	
=	Chattanooga Public Library - Main Downtown	1001 Broad Street, 37402	Month	-	0.00	5	
12	Chattanooga Public Library - Northgate Branch	278 Northgate Mall Drive, 37415	Month	τ-	0.00	€9	
13	Chattanooga Public Library - S. Chattanooga Branch	925 W, 39th Street, 37410	Month	-	0.00	69	
14	City Wide Services - Tool Room	1001 E, 12th Street	Month	-	0.00	€9	
15	City Council Building	1000 Lindsey Street, 37402	Month	_	0.00	8	
16	City Hall Annex	100 E. 11th Street, 37-02	Month	τ-	0.00	€9	
17	Coolidge Park - Carousel	151 River Street, 37405	Month	_	0.00	69	
81	Coolidge Park - Maintenance Building	151 River Street, 37405	Month	1	0.00	€9	

			,					_									,								
Amount	69	· ·	91	· ·	; i	5) ⇔	€9	· ·	64	69	· ·	- i	SA	€4	69		S	69	\$	\$	\$	\$	€9	\$	69
Unit Price	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Quantity	-	-	+	1	1	4	1	-	_	-	-	1	_	1	-	_	-	-	-	1	1	1	~	-	1
Unit of Measure	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
Address	151 River Street, 37405	151 River Street, 37405	2409 Dodson Avenue, 37406	1312 Moss Drive, 37411	3701 Dodds Avenue, 37407	3701 Dodds Avenue, 37407	1254 E. 3rd Street, 37404	1005 E. 12th Street, 37403	406 Colville Street, 37405	2610 E. 3rd Street, 37404	5051 Gann Store Road, 37343	1428 Jenkins Road, 37421	114 Duncan Avenue, 37404	5401 School Drive, 37343	1001 Lindsey Street, 37402	3202 Kellys Ferry Road, 37419	150 S, Crest Road, 37404	405 May Street, 37405	1009 Executive Drive Suite 102, 37343	900 E, 11th Street, 37403	700 E. 11th Street, 37403	1201 Wisdom Street, 37406	3204 Amniccla Hwy, 37406	3204 Amniccla Hwy, 37406	75 Christian Road, 30736
Location	Coolidge Park - Reservations Building	Coolidge Park - Walker Pavillion	East Chattanooga Recreation Center	Eastdale Recreation Center	East Lake Recreation Center	East Lake Senior Center	Fitness Center / Powerhouse	Fleet Management - 12th Street Garage	Francis B. Wyatt Recreation Center	Glenwood Recreation Center	Greenway Farm	Heritage House	Highland Park	Hixson Community Center	Internal Audit Building	John A. Patton Recreation Center	Missionary Ridge Community Building	North Chattanooga Recreation Center	North River Civic Center	Paul Clark Building	Police - 11th Street Precinct, Onion Bottom	Police - Impound Lot	Police - Narcotics Division	Police - Property Division	Ringgold Pump Station
Line No.	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43

			Unit of	Estimated			
Line No.	Location	Address	Measure	Quantity	Unit Price	Amount	ınt
44	Riverwalk Extension	1503 Middle Street, 37408	Month	-	0.00	8	
45	Shepherd Recreation Center	2119 Shepherd Road, 37421	Month	_	0.00	€9	19
46	Skate Park	1801 Carter Street, 37402	Month	1	0.00	64	1069
47	South Chattanooga Pool	1151 W. 40th Street, 37409	Month	1	0.00	64	11
48	South Chattanooga Prevention & Youth Development	1151 W. 40th Street, 37409	Month	1	0.00	64	e
49	South Chattanooga Recreation Center	1151 W. 40th Street, 37409	Month	1	0.00	64	ā
50	Summit of Softball - Maintenance Complex	4900 LaCollina Way, 37363	Month	1	0.00	69	84
51	Summit of Softball - Blue Complex	4900 LaCollina Way, 37363	Month	_	0.00	64	24
52	Summit of Softball - Green Complex	4900 LaCollina Way, 37363	Month	1	0.00	69	
53	Summit of Softball - Red Complex	4900 LaCollina W∋y, 37363	Month	_	0.00	\$	-
54	Traffic Operations - Public Works	1010 E _. 11th Street, 37403	Month	-	0.00	64	9
55	Tyner Recreation Center	6900 Ty-Hi Drive, 37421	Month	1	0.00	69	3
56	Warner Park - Frost Stadium	1100 McCallie Avenue, 37404	Month	1	0.00	€9	30
57	Warner Park - Old Cook Field Ballfields (Quad Park)	1100 McCallie Avenue, 37404	Month	1	0.00	64	3
58	Washington Hills Recreation Center	7821 Hancock Road, 37416	Month	1	0.00	69	ï
59	Watkins Street Buildings (5 Units)	1102 W. Watk ns Street, 37404	Month	5	0.00	8	- ST
09	Welding / Mechanic Shop	1254 E. 3rd Street, 37404	Month	-	0.00	69	×

TOTAL

Specifications For Monthly Alarm Monitoring

City of Chattanooga

Scope of Services

The scope of services covered by these specifications includes all of the labor, materials, supplies and equipment necessary to monitor, repair, and maintain all existing and future alarm systems for locations specified within this document for the City of Chattanooga, City Wide.

It is the vendor's responsibility to familiarize themselves with the locations covered and under this contract (list of locations supplied) prior to placing a bid.

Basis of Award

The awarded contract shall include the following:

- Monthly monitoring charge (see below) for each location listed, which shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.
- Hourly charge for maintenance/repairs, which shall be for the services of one (1) qualified security system professional and all tools necessary to perform the work described herein. Vendor may charge up to 1.5 times the regular labor cost per hour when working overtime to correct any repairs deemed an emergency by City representative.
- Supplies, which shall include any equipment and materials necessary for repairs or maintenance for existing and new monitoring equipment (vendor shall state percentage over cost).

The proposed monthly monitoring charge for each location shall also include the following services at no additional charge:

- Immediate addition or removal of entry codes performed remotely.
- Delivery of accurate monthly open/closure report for each site.
- Delivery of accurate open/closure report per request form City representative at any time.

Award of Contract shall also be based on evaluation of the Vendor's references, qualifications, and other factors specified in the City Code.

References

The Vendor shall submit a list of at least three (3) references for services and work similar to the requirements listed in the scope of services. The list shall include names, addresses, telephone numbers, and contact persons who are knowledgeable of services provided.

The Vendor shall submit an official document from the State Safety Regulatory Agency noting all recordable safety violations and injuries. An unacceptable safety record (more than 10% above industry safety standards) may disqualify any vendor from consideration.

Experience

The Vendor shall have a minimum of ten (10) years of experience providing all of the services described herein. This work experience shall include work in similar conditions as covered under this contract.

Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations.

Timeliness of Work

Vendor shall contact City representative within twelve (12) hours of a request for service and confirm that it has been received. All standard requests shall be completed within three (3) business days of notification. Vendor shall complete any requests deemed emergencies by City representatives within twenty-four (24) hours of notification. Vendor may charge up to 1.5 times the regular labor cost per hour when completing emergency repairs.

Additional Monitoring Sites/Services

Any locations acquired by the City of Chattanooga after the bid award date will be covered under this contract. Vendor will notify buyer of the location and address to be added.

All recordable device master codes will be specified by City representative. Vendor shall only disclose master codes or keypad codes to the specified City representative.

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City. All of the services provided by the Vendor shall be completed in a good and workmanlike manner.

Inspection

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative at any time, but the manner and method of providing the services shall be the responsibility of the vendor.

Vendor shall leave all work locations in a similar or better state than before work began.

Documentation

The Vendor shall keep a record of all services performed, dates, and times of services, and billable hours to be reviewed by City representatives monthly. These records shall be stored in a secure location at the worksite that allows review by City representatives. All invoices supplied by Vendor shall be supported by records and documentation of billable hours.

Materials and Supplies

All materials and supplies used for the installation, repair, or maintenance of the City of Chattanooga alarm systems shall be included in Vendor invoices. The markup cost of materials and supplies shall be stated as a percentage over supplier invoice cost to Vendor. Invoices for materials and supplies shall be copied and attached to Vendor invoices for review by City representatives and must state vendor cost prior to markup.

Payment of Services

The City's payment terms are net 30.

Termination of Contract

The City of Chattanooga shall have the right to terminate the awarded Contract upon a 30-day written notification to the vendor for failure to comply with any portion of the terms included in this contract.

List of Monitoring Locations

Location	Address
Avondale Recreation Center Brainerd Pool Brainerd Recreation Center Bushtown/Carver Recreation Center (2X) Caruthers Building Carver Pool Champions Tennis Club Chattanooga Public Library – Main Downtown Chattanooga Public Library – Northgate Branch Chattanooga Public Library – S. Chattanooga Branch City Wide Services – Tool Room City Council Building City Hall Annex Coolidge Park – Carousel Coolidge Park – Maintenance Building Coolidge Park – Walker Pavilion East Chattanooga Recreation Center East Lake Recreation Center East Lake Recreation Center East Lake Senior Center Fitness Center/Powerhouse Fleet Management – 12th Street Garage Francis B. Wyatt Recreation Center Greenway Farm Heritage House Highland Park Hixson Community Center Internal Audit Building John A. Patton Missionary Ridge Community Building North Chattanooga Recreation Center North River Civic Center Paul Clark Building Police – 11th Street Precinct; Onion Bottom Police – Impound Lot Police – Narcotics Division Police – Property Division Ringgold Pump Station Riverwalk Extension Shepherd Recreation Center Skate Park South Chattanooga Prevention & Youth Development South Chattanooga Prevention & Youth Development South Chattanooga Recreation Center Summit of Softball – Maintenance Complex Summit of Softball – Blue Complex	1301 Dodson Avenue, 37406 1010 N. Moore Road, 37411 1010 N. Moore Road, 37411 600 N. Orchard Knob Avenue, 37407 600 N. Orchard Knob Avenue, 37406 3300 Brannon Avenue, 37351 1001 Broad Street, 37402 278 Northgate Mall Drive, 37415 925 W. 39th Street, 37402 1001 E. 12th Street, 37402 1001 E. 12th Street, 37402 1010 E. 11th Street, 37402 1011 River Street, 37405 151 River Street, 37404 1005 E. 12th Street, 37404 1005 E. 3rd Street, 37404 1005 E. 3rd Street, 37404 1005 E. 12th Street, 37404 1005 E. 12th Street, 37405 1001 E. 3rd Street, 37404 1005 E. 12th Street, 37405 1002 E. 11th Street, 37402 1003 S. Crest Road, 37419 150 S. Crest Road, 37404 1005 E. 11th Street, 37405 1009 Executive Drive, Suite 102, 37343 1001 Lindsey Street, 37405 1009 Executive Drive, Suite 102, 37343 1001 E. 11th Street, 37406 1009 Executive Drive, Suite 102, 37343 1001 E. 11th Street, 37408 119 Shepherd Road, 30736 1503 Middle Street, 37409 1151 W. 40th Street, 37409
South Chattanooga Recreation Center Summit of Softball – Maintenance Complex Summit of Softball – Blue Complex Summit of Softball – Green Complex Summit of Softball – Red Complex	1151 W. 40th Street, 37409 4900 LaCollina Way, 37363 4900 LaCollina Way, 37363 4900 LaCollina Way, 37363 4900 LaCollina Way, 37363
Summit of Softball – Red Complex Traffic Operations	4900 LaCollina Way, 37363 1010 East 11th Street, 37403

Tyner Recreation Center
Warner Park – Frost Stadium
Warner Park – Old Cook Field Ballfields (Quad Park)
Washington Hills Recreation Center
Watkins Street Buildings (5X)
Welding/Mechanic Shop

6900 Ty-Hi Drive, 37421 1100 McCallie Avenue, 37404 1100 McCallie Avenue, 37404 7821 Hancock Road, 37416 1102 S. Watkins Street, 37404 1254 E. 3rd Street, 37404

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 the 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 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.
- 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 breech of this contract.		
	A. A.		
	(Signature of Contractor)		
	(Title and Name of Construction 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 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 damages 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

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