

Last saved on 10/08/2019 3:00 PM

TUESDAY, OCTOBER 8, 2019
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order by Chairman Oglesby.
- II. Pledge of Allegiance/Invocation (Vice-Chairman Henderson).
- III. Special Presentations.

Order of Business for City Council

- IV. Minute Approval.
- V. **Ordinances – Final Reading: (None)**
- VI. **Ordinances - First Reading:**

PLANNING

- a. [2019-0117 Eric Meadows \(R-1 Residential Zone to E-RD-2 Urban Edge Residential Detached 2 Stories Maximum Height Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 100 Peak Street, more particularly described herein, from R-1 Residential Zone to E-RD-2 Urban Edge Residential Detached 2 Stories Maximum Height Zone. \(District 1\) \(Recommended for approval by Planning and Staff\)](#)
- b. [2019-0126 Pat Neuhoff \(O-1 Office Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1909 Gunbarrel Road, more particularly described herein, from O-1 Office Zone to C-2 Convenience Commercial Zone. \(District 4\) \(Recommended for approval by Planning and Staff\)](#)
- c. [2019-0133 Southern Spear \(M-1 Manufacturing Zone, M-2 Light Industrial Zone, and R-1 Residential Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located a 901 South Holtzclaw Avenue, 903, 9105, and 1001 South Greenwood Avenue, two unaddressed parcels in the 1300 blocks of Bennett and Anderson Avenue, more particularly described herein, from M-1 Manufacturing Zone, M-2 Light Industrial Zone, and R-1 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. \(Districts 8 & 9\) \(Recommended for approval by Planning\)](#)

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- d. An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article XVI, Downtown Form Based Code, Division 1, Introductory Provisions, Section 38-692, Legal Requirements (10)(C) Expansion of the Form Based Code Boundary. (District 7)

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the waiver of fees for the use of the Chattanooga Green and Ross' Landing for the Chattanooga Motorcar Festival to be held on October 11 & 12, 2019, for the benefit of the Erlanger Neuroscience Institute, for an amount not to exceed \$10,000.00. (Sponsored by Chairman Oglesby and Councilpersons Ledford, Berz, and Byrd)

FINANCE

- b. A resolution authorizing \$23,785,000.00 City of Chattanooga, Tennessee General Obligation Bonds, Series 2019A, and authorizing certain actions related thereto.

- c. [A resolution authorizing \\$18,860,000.00 City of Chattanooga, Tennessee General Obligation Bonds, Series 2019B, and authorizing certain actions related thereto.](#)

POLICE

- d. [A resolution authorizing the Chattanooga Police Department to accept a 2019 Dodge Charger, fully loaded, won by the Traffic Unit at THSO Lifesavers Conference on September 6, 2019, for taking part in the SAFE Campaign \(Seat Belts are for Everyone\), to be used by the Special Operations Division, for an estimated value of \\$50,000.00.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the Mayor to apply for acceptance into the Brownfield Voluntary Program for the “Old Lupton City Mill” site and, if approved, to execute the Brownfield Voluntary Agreement, in substantially the form attached, with the Tennessee Department of Environment and Conservation, as outlined in the agreement. \(District 2\)](#)
- f. [A resolution authorizing the award of Contract No. Y-19-014-201 to JDH Company, Inc. of Chattanooga, TN, Replacement Roofing System for Warner Park/UTC Softball Field House, in the amount of \\$45,800.00, plus a contingency amount of \\$5,000.00, for a total amount of \\$50,800.00. \(District 8\)](#)

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XII. Adjournment.

TUESDAY, OCTOBER 15, 2019
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order by Chairman Oglesby.
2. Pledge of Allegiance/Invocation (Councilman Mitchell).
3. Special Presentations.

Order of Business for City Council

4. Minute Approval.
5. **Ordinances - Final Reading:**

PLANNING

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6. **Ordinances – First Reading:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. An ordinance amending Chattanooga City Code, Part II, Chapter 19, Section 19-86(b)(1), relating to Qualifications of Journeyman Gas Fitters.
- b. An ordinance amending Chattanooga City Code, Part II, Chapter 27, Section 27-57(b), relating to Master Plumber’s Certificates of Competency.

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing Southeast Tennessee Development District to, on behalf of the City of Chattanooga and Hamilton County, apply for and, if awarded, accept a Site Development Grant from the U.S. Economic Development Administration (EDA). (District 6) (Revised)
- b. A resolution authorizing the Mayor to enter into a Donation Agreement, in substantially the form attached, and any related documents between the City of Chattanooga and Nippon Paint Automotive Americas, Inc. for the property identified as Lot One (1) of Harriet Tubman Subdivision and known as Tax Parcel Number 136E-A-005. (District 8)
- c. A resolution authorizing the intent that (i) the proposed City of Chattanooga East Chattanooga Tax Increment Financing Redevelopment Project aka the East Chattanooga Rising Tax Increment Financing Project (“Project”) will provide necessary improvements to public infrastructure that the City of Chattanooga (the “City”) wants to occur within the proposed time for the project, but does not currently plan to effect in the short term under its existing capital improvement plans, and (ii) the City Council will consider an Economic Impact Plan prepared and submitted by the City of Chattanooga Industrial Development Board, with aid from the City of Chattanooga’s Department of Economic & Community Development, with respect to the project in accordance with the City’s tax increment financing policy and procedures. (District 8)

INFORMATION TECHNOLOGY

- d. A resolution authorizing the Chief Information Officer to renew the City’s existing agreement with Data Driven, LLC for one (1) year, providing Watson Products in support of Chattanooga Police Department operations beginning July 1, 2019 and ending June 30, 2020, with an annual spend limit not to exceed \$90,000.00.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. A resolution authorizing the approval of Change Order No. 1 for Southeast Tennessee Development District, relative to Grant Administration Services, technical and professional administrative services, for an increased amount of \$22,500.00, for a revised contract amount of \$64,000.00, for increased fees for construction cost for Phase 2 and Phase 3 of the Wet Weather Storage Project. (District 1)

- f. A resolution authorizing the approval of Change Order No. 1 (Final) for Haren Construction Company, Inc. of Etowah, TN, relative to Contract No. W-16-024-201, MBWWTP Digester No. 1 Cleaning and Rehabilitation, a Non-Consent Decree Project, for the decreased amount of \$56,730.41, to release the contingency amount of \$100,000.00, for a revised contract amount of \$991,269.59. (District 1)
- g. A resolution authorizing the award of Contract No. D-18-002 to Wright Brothers Construction Company of Charleston, TN, Gravity Sewer Relocation – former Harriet Tubman Homes Site, in the amount of \$1,170,359.00, plus a contingency amount of \$120,000.00, for a total amount of \$1,290,359.00. (District 8)

Transportation

- h. A resolution authorizing the Administrator for the Department of Transportation to apply for and, if awarded, accept a Congestion Mitigation and Air Quality Improvement (CMAQ) grant from the Tennessee Department of Transportation for the Chattanooga Traffic Signals and Communications Upgrade Phase II, with the City's contribution not to exceed \$200,000.00, for an amount not to exceed \$1 million.
 - i. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Superior Traffic Control, LLC relative to Contract No. T-14-002 for construction services associated with Retro-reflectivity Sign Project for various city streets in Chattanooga, in the amount of \$334,006.25, with a contingency amount of \$33,400.63, for a total amount of \$367,406.88.
- 8. Purchases.
 - 9. Other Business.
 - 10. Committee Reports.
 - 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
 - 12. Adjournment.

Proposed City Council Purchases 10-08-2019

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	SUMMARY Additional Supplementation Requested Collected Prior to Council Session
R190607 Chattanooga Fire Department	Purchase - Mach Alert System CAD Interface - Chattanooga Fire Department	-	-	TriTech Software Systems dba Central Square Technologies 1000 Business Center Dr. Lake Mary, FL 32746	Total Cost \$26,520.00	General Fund	Purchase - Mach Alert System CAD Interface - Chattanooga Fire Department. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
PO531099 Information Technology Department	Blanket Contract Renewal - Mythics, Inc. - Oracle Software and Support - Information Technology Department	-	-	Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462	Estimated \$300,000.00 Annually	General Fund	Blanket Contract Renewal - Mythics, Inc. - Oracle Software and Support - Information Technology Department. This contract utilizes the State of Tennessee SWC 3027, Contract #44290. The City of Chattanooga is renewing through October 10, 2020, per the State of Tennessee. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
PO545432 Information Technology Department	Blanket Contract Renewal - EIS Technologies, Inc. - Oracle Reporting Modules - Information Technology Department	-	-	EIS Technologies, Inc. 3067 Peachtree Industrial Blvd. Duluth, GA 30097	Estimated \$33,000.00 Annually	General Fund	Blanket Contract Renewal - EIS Technologies, Inc. - Oracle Reporting Modules - Information Technology Department. City of Chattanooga will issue the final contract renewal for twelve (12) months on this blanket. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
PO543102 Information Technology Department	Blanket Contract Renewal - Carahsoft Technology Corporation for Google Products and Services - Information Technology Department	-	-	Carahsoft Technology Corporation 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190	Estimated 750,000.00 Annually	General Fund	Blanket Contract Renewal - Carahsoft Technology Corporation for Google Products and Services -Information Technology Department. The city of Chattanooga will renew the blanket PO using U.S. Communities Contract #4400006642. This is a twelve (12) month renewal and use of the Omnia Partners Contract is permitted by Resolution 29976. TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding procedures.
PO546393 Youth and Family Development	Blanket Contract Renewal - Kitchen Equipment Repair Services - Department of Youth and Family Development	7	2	Mountain City Services P.O. Box 300 Signal Mountain, TN 37377	Estimated \$30,000.00 Annually	General Fund	Blanket Contract Renewal - Kitchen Equipment Repair Services - Department of Youth and Family Development. The City of Chattanooga will issue the third (3rd) and final contract renewal for twelve (12) months. There were seven (7) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.

PO552708 Youth and Family Development	Blanket Contract Renewal - Milk and Dairy Products - Department of Youth and Family Development	5	1	Mayfield Dairy Farms P.O. Box 310 Athens, TN 37371-0310	Estimated \$170,000.00 Annually	General Fund	Blanket Contract Renewal - Milk and Dairy Products - Department of Youth and Family Development. The City of Chattanooga will issue the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. There were five (5) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
PO552709 Youth and Family Development	Blanket Contract Renewal - Bread and Bakery Products - Department of Youth and Family Development	4	1	Bimbo Bakeries USA 244 Clayton Forest Road Kernersville, NC 27284	Estimated \$114,000.00 Annually	General Fund	Blanket Contract Renewal - Bread and Bakery Products - Department of Youth and Family Development. The City of Chattanooga will issue the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month term. There were four (4) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
PO551608 Transportation Department	Blanket Contract Renewal - Traffic Sign Blanks - Transportation Department/Traffic Operations Division	9	4	US Standard Sign Co. 11400 W Addison Street Franklin Park, IL 60131	Estimated \$43,000.00 Annually	General Fund	Blanket Contract Renewal - Traffic Sign Blanks - Transportation Department/Traffic Operations Division. The City of Chattanooga will issue the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month term. There were nine (9) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.
PO552348 Transportation Department	Blanket Contract Renewal - LED Traffic Signal Inserts - Transportation Department/Traffic Operations Division	6	5	General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550	Estimated \$38,000.00 Annually	General Fund	Blanket Contract Renewal - LED Traffic Signal Inserts - Transportation Department/Traffic Operations Division. The City of Chattanooga will issue the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month term. There were six (6) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
PO552956 Public Works Department	Name Change Blanket PO - Bulk Quicklime - Waste Resources Division - Public Works Department	-	-	Mississippi Lime Company P.O. Box 840033 Kansas City, MO 64184		Waste Resource Division	Name Change Blanket PO - Bulk Quicklime - Waste Resources Division - Public Works Department. Approval for assignment is needed for PO552956 known as the Covia Lime Company has been purchased by the Mississippi Lime Company and will now be known as Mississippi Lime Company.
R190463 Public Works Department	Purchase - Three (3) 2020 Autocar ACX 64 Chassis with a Heil 33 Cubic Yard DuraPack Python Side Loading Body - Fleet Management Division - Public Works Department	-	-	Stringfellow Inc. 2710 Locust Street Nashville, TN 37207	Total Amount \$920,949.00	General Fund	Purchase - Three (3) 2020 Autocar ACX 64 Chassis with a Heil 33 Cubic Yard DuraPack Python Side Loading Body - Fleet Management Division - Public Works Department. This purchase is from Stringfellow Inc. using the Sourcwell Contract No 1121014-THC. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

R185099 Public Works Department	New Blanket Contract - Liquid Sodium Bisulfite - Waste Resources Division - Public Works Department	7	2	Southern Ionics 10900 Harper Ave. Detroit, MI 48213	Estimated \$730,500.00 Annually	Waste Resource Division	New Blanket Contract - Liquid Sodium Bisulfite - Waste Resources Division - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for seven (7) additional twelve (12) month terms. There were two (2) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
PO546529 PO546530 Public Works Department	Two (2) Blanket Contract Renewals - Vehicle Collision Repair & Services - Fleet Management Division - Public Works Department	9	4	Lee-Smith, Inc. 2600 8th Avenue Chattanooga, TN 37407 and Maaco Collision Center 4005 Dodds Avenue Chattanooga, TN 37407	Total Estimated \$300,000.00 Annually	General Fund	Two (2) Blanket Contract Renewals - Vehicle Collision Repair & Services - Fleet Management Division - Public Works Department. The City of Chattanooga is renewing the second (2nd) and final contract renewal for twelve (12) months. There were nine (9) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.
R187410 Public Works Department	Blanket Contract - Utility Locating and Marking Services - Waste Resources Division - Public Works Department	3	1	USIC Locating Services, LLC 9045 North River Road, Suite 300 Indianapolis, IN 46240	Estimated \$260,000.00 Annually	Waste Resource Division	Blanket Contract - Utility Locating and Marking Services - Waste Resources Division - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were three (3) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
R190676 Public Works Department	New Blanket Contract - Haworth Open Office Landscape Furniture - City Wide - Facilities Management Division - Public Works Department	-	-	Nashville Office Interior (NOI) 611 3rd Avenue South Nashville, TN 37210	Estimated \$250,000.00 Annually	General Fund	New Blanket Contract - Haworth Open Office Landscape Furniture - City Wide - Facilities Management Division - Public Works Department. The City of Chattanooga will issue an eleven (11) month contract, the State of Tennessee contract dates are September 1, 2019 and will be renewed through August 31, 2020 with two (2) additional twelve (12) month renewal terms. This contract will be utilizing the State of Tennessee contract number SWC238-64063. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Chief Phillip Hyman
Chattanooga Fire Department
910 Wisdom Street
Chattanooga, TN 37406

Subject: 190607 – Mach Alert System CAD Interface – Chattanooga Fire Department

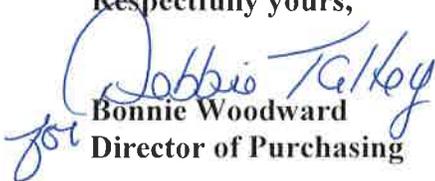
Dear Chief Hyman:

Council approval is recommended to issue a purchase order for Mach Alert System CAD Interface for use by the Chattanooga Fire Department.

CentralSquare Technologies, doing business as TriTech Software Systems, is the manufacturer of the Mach Alert System CAD Interface. The amount of this purchase will be \$26,520.00. A sole source memorandum from the Department Deputy Administrator and a written quotation from TriTech Software Systems are attached for your review.

TCA 6-56-304.2 allows for this single source purchase /repair exempted from the usual advertising and bidding procedures.

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW: dp
Attachments

CentralSquare Technologies
1000 Business Center Drive
Lake Mary, Florida 32745



City of Chattanooga

Fire Department

Phil Hyman
Fire Chief

910 Wisdom Street
Chattanooga, Tennessee

Andy Berke
Mayor

October 1, 2019

Bonnie Woodward
Purchasing Director
City of Chattanooga
101 E. 11th Street
Chattanooga, TN 37402

Re: Request to purchase the Mach Alert CAD interface

Dear Ms. Woodward,

The Chattanooga Fire Department (CFD) is requesting to purchase the Mach Alert System CAD interface. This purchase will allow for CAD to automatically dispatch units as soon as a caller calls Hamilton County 911 for an emergency. The overall implementation should significantly reduce dispatch times, especially when the fire dispatchers are under a heavy workload. There are two components to this system: Auto Dispatch and the Fire Station Alerting (FSA) interface. Hamilton County 911 has agreed to purchase the Auto Dispatch feature and the CFD must purchase the FSA interface. The total price for the FSA interface is \$26,520.00.

Thank you for helping us move the Chattanooga Fire Department forward and creating a safer environment for our citizens.

In Service,

Seth Miller

Executive Deputy Chief
Chattanooga Fire Department
423-643-5674
srmiller@chattanooga.gov



October 1, 2019

Attn: Dedra Partridge
Chattanooga Fire Department
910 Wisdom Street
Chattanooga TN 37406

RE: TriTech – Sole Source

Dear Dedra,

This letter serves as confirmation as the developer and owner of the copyright to TriTech Software Systems' ("TriTech") software applications, including, but not limited to the Inform CAD, Inform RMS and Inform Mobile software. TriTech is the sole source for the purchase of software licenses and associated services, including annual software maintenance and subscription services for TriTech's software applications.

TriTech was recently part of a merger in September of 2018. This merger became the newly formed CentralSquare Technologies company

Should you have any questions, please contact me at bob.koenig@centralsquare.com, or by phone at 330-321-6529.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Koenig".

Bob Koenig
Vice President Sales, PSJ Enterprise

Proposal/Sales Quotation	
Quotation QUO-94611-2TQRC1	Quotation Date: 7/26/2019

General & Client Information	
Agency Name: Chattanooga Fire Department	Bill To: 910 Wisdom Street Chattanooga, TN, United States, 37406
System Description: Chattanooga Fire Department, TN - MACH Station Alerting Interface	
Client Contact: Carlos Tibbs	Ship To: 910 Wisdom Street Chattanooga, TN, United States, 37406
Contact Phone: 423-697-1417	
Contact Email: ctibbs@chattanooga.gov	
Expiration Date: 10/31/2019	
Presented By: Lindsey Bjerke	

Project Products & Services

TriTech Implementation Service Fee(s)

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
MACH Fire Station Alert	\$19,500.00	1	\$19,500.00

Custom Solution(s) Total: \$19,500.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$2,730.00	1	\$2,730.00

Project Related Fee(s) Total: \$2,730.00

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
MACH Fire Station Alert	24 x 7	\$4,290.00
	<i>Annual Maintenance Fee(s) (Year 1)</i>	<i>\$4,118.40</i>
	<i>Continuous Upgrade Fee(s) (Year 1)</i>	<i>\$171.60</i>
Annual Maintenance Fee(s) (Year 1) Total:		\$4,290.00

Project Total: \$26,520.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$26,520.00
		Sales Tax Amount: \$0.00

Quote Total: \$26,520.00



City of Chattanooga
Mayor Andy Berke

October 01, 2019

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: PO531099 – Renewal of Blanket Contract – Mythics, Inc. – Oracle Software and Support – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew Blanket Contract 531099 for Oracle Software and Support with Mythics, Inc. as needed for Information Technology Department.

This contract utilizes the State of Tennessee SWC 3027, Contract # 44290. The City of Chattanooga is renewing through October 10, 2020. The State of Tennessee is currently in the process of extending SWC 3027 and has confirmed that Mythics, Inc, is contractually bound to continue support if order is placed prior to current expiration date. The estimated annual spend for this contract renewal is \$300,000.00. A copy of the TN Statewide Contract is enclosed for your review.

I recommend renewing blanket contract 531099 for Oracle Software and Support with Mythics, Inc.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

Mythics, Inc. 4525 Main Street Suite 1500 Virginia Beach, VA 23462

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 304089 Mythics, Inc 1439 N. Great Neck Road Virginia Beach, VA 23454
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PO Date: 05-MAR-15 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate	Purchase Order Number 531099 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 110162 / 303666 Ordering Dept.: Information Technology Buyer: Sharon Lea Phone No.: 423-643-7235 Fax No.: 423-643-7244 Email: Lea_Sharon@chattanooga.gov Items Being Purchased: Oracle Software & Support This Contract will be from Mythics, Inc., utilizing the State of TN SWC 3027 Contract No. 44290 Start Date: 11/28/14 End Date: 11/27/15 Four (4) Additional One (1) Year Extensions Available Upon Mutual Consent ***All City of Chattanooga Contract Renewals Shall be Co-Termed to End on October 10th of each Year (Per IT Department)*** All Quotes Should be Renewed by 10/10 of Each Year Vendor Info: Mythics, Inc. 1439 N Great Nech Rd., Ste. 201 Virginia Beach, VA 23454 Contract Team: Jared Barnes - Support Solutions Email: jbarnes@mythics.com Office: 757-416-6539 Mobile: 757-617-2958 Fax: 757-965-9486 Randy Stageberg - Support Solutions Email: rstageberg@mythics.com Office: 757-963-5493 Mobile: 757-416-2719 Fax: 757-965-9486 Mark Scura Email: mscura@mythics.com Office: 757-963-5493 Mobile: 757-416-2719 Fax: 757-965-9486 Approved by City Council on March 3, 3015					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 304089 Mythics, Inc 1439 N. Great Neck Road Virginia Beach, VA 23454
--	--

PO Date: 05-MAR-15 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate
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Purchase Order Number 531099
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tr> <td colspan="6"> Original Term: 3/5/2015 - 10/10/2016 Council Approval: 11/3/2015 Estimated \$300,000 Annual Spend </td> </tr> <tr> <td colspan="6"> 1st Contract Extension: New Term Date 10/10/2017 Council Approval: 7/5/2016 Estimated \$300,000 Annual Spend </td> </tr> <tr> <td colspan="6"> 2nd Contract Extension: New Term Date 10/10/18 Council Approval: 9/19/17 Estimated \$300,000 Annual Spend </td> </tr> <tr> <td colspan="6"> 3rd Contract Extension: New Term Date 11/27/19 Council Approval: 10/16/18 Estimated \$300,000 Annual Spend </td> </tr> <tr> <td colspan="6"> Change Buyer to Marisol Hernandez New Term Date set to match TN State Contract Vendor address updated to: Mythics, Inc. 4525 Main Street Ste. 1500 Virginia Beach, VA 23462 </td> </tr> </table>	Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	Original Term: 3/5/2015 - 10/10/2016 Council Approval: 11/3/2015 Estimated \$300,000 Annual Spend						1st Contract Extension: New Term Date 10/10/2017 Council Approval: 7/5/2016 Estimated \$300,000 Annual Spend						2nd Contract Extension: New Term Date 10/10/18 Council Approval: 9/19/17 Estimated \$300,000 Annual Spend						3rd Contract Extension: New Term Date 11/27/19 Council Approval: 10/16/18 Estimated \$300,000 Annual Spend						Change Buyer to Marisol Hernandez New Term Date set to match TN State Contract Vendor address updated to: Mythics, Inc. 4525 Main Street Ste. 1500 Virginia Beach, VA 23462					
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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 304089
	Mythics, Inc 1439 N. Great Neck Road Virginia Beach, VA 23454

PO Date: 05-MAR-15 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate	Purchase Order Number 531099 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Oracle Support Renewal for CSI 18524249	0.00	Dollar	\$ 1.0000	\$ 0.00
2	Oracle Support Renewal for CSI 15362533	0.00	Dollar	\$ 1.0000	\$ 0.00
3	Oracle Support Renewal for CSI 671706	0.00	Dollar	\$ 1.0000	\$ 0.00
4	Oracle Support Renewal for CSI 19093198	0.00	Dollar	\$ 1.0000	\$ 0.00
5	Oracle Support Renewal for CSI 14456700	0.00	Dollar	\$ 1.0000	\$ 0.00
6	Oracle Support Renewal for CSI 15175963	0.00	Dollar	\$ 1.0000	\$ 0.00
7	Oracle Support Renewal for CSI 18674000	0.00	Dollar	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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MYTHICS™

ORACLE Platinum Partner

Chad McPhatter
Direct: 757.955.8069
Fax: 757.965.9486
Email: cmcphatter@mythics.com

Company Name: City of Chhattanooga

Contact: Sharon M. Lea
Phone: (423) 643-7235
Email: smla@cityofchattanooga.gov

Quote Number: SR 2135708 FY20
Valid Through: September 20, 2018

Mythics, Inc.
4575 Main Street Suite 1500
Virginia Beach, VA 23462

ORACLE SUPPORT RENEWAL

Table with columns: Line Item, CSI, Oracle Product Description, Term, License Type, Number of Licenses, License Level, Extended Price. Includes subtotals for Renewal # 2135708, # 5930248, # 5470821, and a grand total of \$223,357.61.

Additional Information: This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics Fed Tax ID# 54-1987871
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/
In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.
Purchasing Instructions: Please include the following statements in your order:
1. Mythics Quote #: SR 2135708 FY20
2. This order is placed pursuant to the terms and conditions of Tennessee SWC# 3027
3. Payment terms are: Quarterly in Arrears.
Fax order to 757-965-9486 or email cmcphatter@mythics.com



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Mythics Inc
1439 N Great Neck Rd Ste 201
Virginia Beach, VA 23454

Vendor ID: 0000183378

Contract Number: 0000000000000000000044290

Title: SWC 3027, Oracle Software

Start Date : November 28, 2014 End Date: November 27, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Stephanie Zerda
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-2026
Fax: 615-741-0684
Email: Stephanie.M.Zerda@tn.gov

Line Information

Line 1

Item ID:

Minimum Percentage Discount Off List Price (Production & Non-Production Licenses) \$250,000.00 and under, All Attached Catalogs, 30% Discount

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 2

Item ID:

Minimum Percentage Discount Off List Price (Production & Non-Production Licenses) \$250,000.01 to \$500,000.00, All Attached Catalogs, 35% Discount

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 3

Item ID:

Maximum Annual Support Rate Year One (1) (based on a percentage of discounted license cost), 22% Max Rate

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 4

Item ID:

Maximum Year over Year Support Rate Change Year Two (2) Through Year Five (5), Software Purchased Prior to Contract Start Date, 3% Increase

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 5

Item ID:

Maximum Year over Year Support Rate Change Year Two (2) Through Year Five (5), Software Purchased After Contract Start Date, 2% Increase

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 6

Item ID:

Oracle (Oracle University) Training / Education, 18.25% Discount off list

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID:

Minimum Percentage Discount Off List Price (Production & Non-Production Licenses) more than \$500,000.01, All Attached Catalogs, 35% Discount, Contact Contract Administrator to Negotiate Further Discount

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 8

Item ID: 1000167645

Installation/Implementation Services, Mythics, Per Hour

Unit of Measure: HR

Vendor Item/Part #: MYTH-1100

Manufacturer Item #:

Unit Price: \$ 140

Line 9

Item ID: 1000172387

Oracle Database Enterprise Edition, Perpetual(1)

Unit of Measure: EA

Vendor Item/Part #: ODEE-P1

Manufacturer Item #:

Unit Price: \$ 9500

Line 10

Item ID: 1000172388

Oracle Database Enterprise Edition Software Update Licensing and Support, 1 year(1)

Unit of Measure: EA

Vendor Item/Part #: ODEE-SW1

Manufacturer Item #:

Unit Price: \$ 2090

Line 11

Item ID: 1000172389
Oracle Partitioning, Perpetual(1)
Unit of Measure: EA
Vendor Item/Part #: OP-P1
Manufacturer Item #:
Unit Price: \$ 2300

Line 12

Item ID: 1000172390
Oracle Partitioning Software Update Licensing and Support, 1 year(1)
Unit of Measure: EA
Vendor Item/Part #: OP-SW-P1
Manufacturer Item #:
Unit Price: \$ 506

Line 13

Item ID: 1000172391
Oracle Diagnostics Pack, Perpetual(1)
Unit of Measure: EA
Vendor Item/Part #: ODP-P1
Manufacturer Item #:
Unit Price: \$ 1500

Line 14

Item ID: 1000172392
Oracle Diagnostics Pack, Software Update Licensing and Support, 1 year(1)
Unit of Measure: EA
Vendor Item/Part #: ODP-SW-U1
Manufacturer Item #:
Unit Price: \$ 330

Line 15

Item ID: 1000172393
Oracle Tuning Pack, Perpetual(1)
Unit of Measure: EA
Vendor Item/Part #: OTP-P1
Manufacturer Item #:
Unit Price: \$ 1000

Line 16

Item ID: 1000172394
Oracle Tuning Pack, Software Update Licensing and Support, 1 year(1)
Unit of Measure: EA
Vendor Item/Part #: OTP-SW1
Manufacturer Item #:
Unit Price: \$ 220

APPROVED: Michael F. Perry/TN
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry/TN
DN: cn=Michael F. Perry/TN,
o=Department of General Services,
ou=Central Procurement Office,
email=Trey.Norris@tn.gov, c=US
Date: 2018.09.25 15:16:02 -05'00'

BY: Stephanie Zerda
PURCHASING AGENT

Digitally signed by Stephanie Zerda
DN: cn=Stephanie Zerda, o=Department of
General Services, ou=Central Procurement Office,
email=stephanie.zerda@tn.gov, c=US
Date: 2018.09.24 16:25:26 -05'00'

9/24/2018
DATE



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: PO545432 – Blanket Contract Renewal – EiS Technologies, Inc. – Oracle
Reporting Modules – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew the blanket contract with EiS Technologies, Inc. for Oracle Reporting Modules for Financials, Purchasing, Human Resources, Payroll, OAB, and Inventory, for an amount not to exceed \$33,000 per year. The contract term will be for 12 months and is the final optional renewal available on for this blanket.

The current purchase order is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

I recommend renewing this contract with EiS Technologies, Inc. to provide for Oracle Reporting Modules.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

EiS Technologies, Inc. 3067 Peachtree Industrial Blvd. Duluth, GA 30097

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 24754
	EIS Technologies Inc 3067 Peachtree Ind Blvd Duluth, GA 30097

PO Date: 05-SEP-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate
--

Purchase Order Number 545432
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 158074 Ordering Dept.: Information Technology Buyer: Sharon Lea, Email: slea@chattanooga.gov Phone No.: 423-643-7235 Oracle Reporting Modules Annual Support Fees Initial Term: 8/22/2017 - 8/21/2018 Refer to Enclosed Invoice # 7460, City of Chattanooga Standard Terms and Conditions *Not to Exceed \$30,000.00 Per Year* Approved by City Council: August 22, 2017 This Shall Be A Twelve (12) Month Blanket Contract To Supply Oracle Reporting Modules Annual Support for the Information Technology Department. 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. The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation. Representative: _____ Agreed to and accepted by: Title: _____ CITY OF CHATTANOOGA, TENNESSEE Date: _____ Name/Title: _____ Department: _____					

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 24754 EIS Technologies Inc 3067 Peachtree Ind Blvd Duluth, GA 30097
----------------------------	---

PO Date: 05-SEP-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
***** THIS IS A REVISION TO A PRIOR ORDER ***** First renewal of blanket contract. Renewal Term 08/22/2018 through 08/21/2019 Approved by City Council on 08/28/2018. *Not to Exceed \$30,000 per year* Change buyer to Marisol Hernandez					

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

V E N D O R	Vendor Number: Vendor Alternate ID: 24754
	EIS Technologies Inc 3067 Peachtree Ind Blvd Duluth, GA 30097

PO Date: 05-SEP-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate
--

Purchase Order Number 545432
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Oracle Reporting Modules	0.00	Dollar	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

October 1, 2019

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: PO543102 – Blanket Contract Renewal –Carahsoft Technology Corporation for Google Products and Services – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew Blanket PO 543102 with Carahsoft Technology Corporation using U.S. Communities Contract #4400006642 for Google Products and Services for an amount not to exceed \$750,000. This is a 12 month renewal and use of the Omnia Partners Contract #4400006642 is permitted by Resolution 29976 (approved July 2, 2019.)

I recommend renewing Blanket PO 543102 with Carahsoft Technology Corporation for Google Products and Services.

Contract # 4400006642 is currently valid through April 30, 2021. After which it allows for two additional one year periods or any combination thereof. Blanket renewals will be available accordingly. A copy of the Omnia Partners Contract #4400006642 is enclosed.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

Carahsoft Technology Corporation, 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23725 Carahsoft Technology Corporation 12369 Sunrise Valley Dr Suite D2 Reston, VA 20191
--	--

PO Date: 19-APR-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Net 30	Purchase Order Number 543102 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No. 152046 Ordering Dept.: Information Technology Buyer: Deidre Keylon Email: dmkeylon@chattanooga.gov Phone No.: 423-643-7231 Google Products, Services, & Solutions and Related Products and Services Per US Communities Contract No. 4400006642 This Contract will be From Carahsoft Technology Corporation, utilizing the US Communites Technology Products, Services, Solutions, and Related Products & Services Contract No. 4400006642. This Shall Be A Blanket Contract. The Initial Blanket Contract Term Will Be Twelve (12) Months From April 1, 2017, To March 30, 2018. One Renewal For Thirteen (13) Months, From April 1, 2018, To April 30, 2019, Will Be Available. After April 30, 2019, If US Communities Contract No. 4400006642 Is Renewed, This Contract May Also Be Renewed For The Same Combination Of Four Additional Twelve (12) Month Periods. Initial Contract Term: 4/1/2017 - 3/30/2018 THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you are unable to download, call buyer for a copy. Council Letter Approval: April 4, 2017 Not to Exceed: \$750,000.00 Per Year Carahsoft Technology Corporation 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190 Reference: RFP 2000001701, Technology Products, Services, Solutions & Related Products and Services Contact: Jordan Arvoy Account Manager, State & Local Carahsoft Technology Corp. 1860 Michael Faraday Drive Suite 100 Reston, VA 20190 T: 703.673.3532 844-55-GOOGLE F: 703.871.8505 Jordan.Arvoy@Carahsoft.com www.carahsoft.com connect.carahsoft.com/Jordan Arvoy					

City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Carahsoft Technology Corporation
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190

Attention: Craig Abod, President & CEO

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Mr. Abod:

Acceptance Agreement

Contract Number: 4400006642

This acceptance agreement signifies a contract award for Section 3.1.13; Google Products, Services, and Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

CM

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Carahsoft Technology Corporation (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical Proposal dated October 8, 2015;
- c. The Contractor's Best and Final Cost Proposal dated December 23, 2015;
- d. This Memorandum of Negotiation;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Carahsoft is awarded a contract for section 3.1.13 of the RFP, Google products, services, and solutions and related products and services. Google must be the core product/service offered to Participating Public Agencies. Carahsoft may also sell related products and services that support Google products and solutions to make Google more effective for Participating Public Agencies provided those related products and services are sold in conjunction with Google as the core product/service.
2. The Google discount is 2.25%.
3. Any discounts are minimum discounts and any rates are not-to-exceed rates.
4. The Contractor agrees that prior to utilizing any distributor outside of Carahsoft to sell products or services under this contract, the distributor must be pre-approved by Fairfax County via a contract amendment and must agree to the terms and conditions of the awarded contract.
5. Any End User License Agreements referenced in Contractor's proposal is not incorporated as a part of the contract.

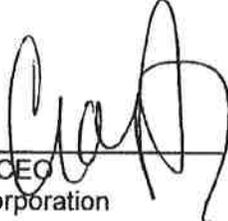
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

6. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
7. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
8. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:



Craig Abod, President & CEO
Carahsoft Technology Corporation

2/9/2016
Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16
Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Carahsoft Technology Corp. ("Supplier"), a business incorporated in Maryland, F.E.I.N.52-2189693, having its principal place of business at 1860 Michael Faraday Drive, Suite 100, Reston VA 20190, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Google products, services, and solutions and related products and services licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;

20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

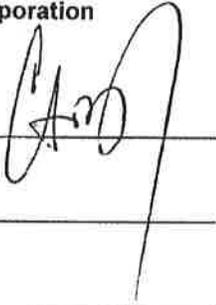
38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Carahsoft Technology Corporation

By: 
(Signature)

Name: Craig P. Abod
(Print)

Title: President

Date: February 9, 2016

Fairfax County

By: 
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16



County of Fairfax, Virginia

AMENDMENT

Date: AUG - 6 2018

AMENDMENT NO. 2

CONTRACT TITLE: Google Products and Services (and Related Products and Services)

CONTRACTOR
Carahsoft Technology Corporation
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190

SUPPLIER CODE
1000000164

CONTRACT NO.
4400006642

Contract 4400006642 is renewed for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: Kristina Smith
(Signature)

Contracts Manager
(Title)

Kristina Smith
(Printed)

7-26-18
(Date)

Steve Pierson, CPPB
Contracts Manager

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Melanie Quinn/e

U. S. Communities – Scott Wilson swilson@uscommunities.org

Contract Specialist – L. Robinson

ACS Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



City of Chattanooga

Mayor Andy Berke

September 25, 2019

Lurone Jennings
Administrator
Department of Youth and Family Development
501 West 12th Street
Chattanooga, TN 37402

Subject: PO 546393 Blanket Contract Renewal – Renewal for Kitchen Equipment Repair Services – Youth and Family Development/ Head Start Centers

Dear Mr. Jennings:

Council approval is recommended to extend blanket contract 546393 for Kitchen Equipment Repair Services for the Head Start Centers. This will be the third (3rd) and final contract term for twelve (12) months. The estimated annual expenditure for this contract is \$30,000.

The bid solicitation was sent to seven (7) vendors and two (2) bids were received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 546393 is attached.

I recommend renewal of this contract to Mountain City Services, P.O. Box 300 Signal Mountain, TN 37377, for an additional year, as being in the best interest for the City of Chattanooga

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/js
Attachments

Purchase Order

BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23399 Mountain City Service Inc PO Box 300 Signal Mtn, TN 37377	PO Date: 15-NOV-17 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 546393 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
S H I P T O		I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 160462 Ordering Dept: Youth and Family Development Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov ***** Items Being Purchased: Kitchen Equipment Repair Services ***** This shall be a twelve-month blanket contract to supply Kitchen Equipment Repair Services as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date. ***** Initial contract start date: November 7, 2017 Extended on 12-4-18 by City Council, new expiration date is November 6, 2019 ***** Vendor Contact Information: Vendor Name: Mountain City Service, Inc. Contact Person: David Broome Tel.: 423-266-1909 Fax: 423-886-2083 Email: office@mtncity.net Mailing Address: P.O. Box 300 City, State, Zip: Signal Mountain, TN 37377 *****					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order, (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23399
	Mountain City Service Inc PO Box 300 Signal Mtn, TN 37377

PO Date: 15-NOV-17 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 546393 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Avondale Kitchen Service, Technician, Regular Time Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
2	Avondale Kitchen Service, Helper, regular Time Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
3	Avondale Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
4	Avondale Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
5	Avondale Parts and Materials, 15% Markup over Cost	0.00	Job	\$ 1.0000	\$ 0.00
6	Cedar Hill Kitchen Service, Technician, Regular Time Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
7	Cedar Hill Kitchen Service, Helper, regular Time Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
8	Cedar Hill Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
9	Cedar Hill Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
10	Cedar Hill Parts and Materials, 15% Markup over Cost	0.00	Job	\$ 1.0000	\$ 0.00

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23399
	Mountain City Service Inc PO Box 300 Signal Mtn, TN 37377

PO Date: 15-NOV-17 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 546393 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Daisy Kitchen Service, Technician, Regular Time Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
12	Daisy Kitchen Service, Helper, regular Time Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
13	Daisy Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
14	Daisy Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
15	Daisy Parts and Materials, 15% Markup over Cost	0.00	Job	\$ 1.0000	\$ 0.00
16	North Chattanooga Kitchen Service, Technician, Regular Time Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
17	North Chattanooga Kitchen Service, Helper, regular Time Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
18	North Chattanooga Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
19	North Chattanooga Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
20	North Chattanooga Parts and Materials, 15% Markup over Cost	0.00	Job	\$ 1.0000	\$ 0.00

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23399
	Mountain City Service Inc PO Box 300 Signal Mtn, TN 37377

PO Date: 15-NOV-17 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 546393 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	YFD 501 W. 12th St., Kitchen Service, Technician, Regular Time Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
22	YFD 501 W. 12th St., Kitchen Service, Helper, regular Time Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
23	YFD 501 W. 12th St., Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
24	YFD 501 W. 12th St., Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate	0.00	Hour	\$ 40.0000	\$ 0.00
25	YFD 501 W. 12th St., Parts and Materials, 15% Markup over Cost	0.00	Job	\$ 1.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Lurone Jennings
Administrator
Department of Youth and Family Development
501 West 12th Street
Chattanooga, TN 37402

Subject: PO 552708 Blanket Contract Renewal –Milk and Dairy Products

Dear Mr. Jennings:

Council approval is recommended to extend blanket contract 552708 for Milk and Dairy Products. This will be the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. The estimated annual expenditure for this contract is \$170,000.

The bid solicitation was sent to five (5) vendors and one (1) bid was received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 552708 is attached.

I recommend renewal of this contract to Mayfield Dairy Farms, P.O. Box 310 Athens, TN 37371-0310, for an additional year, as being in the best interest for the City of Chattanooga

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/js
Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735642 Vendor Alternate ID: 6475 Mayfield Dairy Farms Inc 2121 Polymer Dr Chattanooga, TN 37421
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PO Date: 25-JAN-19 Buyer: Jaime Shelton FOB: DESTINATION Terms: Immediate	Purchase Order Number 552708 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 179468 Ordering Dept: Youth and Family Development Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov					
Items Being Purchased: Milk and Dairy Products					
This shall be a twelve-month blanket contract to supply Milk and Dairy Products as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date.					
Approved by City Council January 22, 2019 Initial expiration date is January 25, 2020					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If, as a result of a general change in prices or discounts, the contractor has changed prices for all of its customers, then, at the time of contract renewal, the prices under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. The effective date of price changes shall be the date the Purchasing Department approves such changes, or the effective date of such price changes stated by the contractor, whichever date is later.					
Items being purchased are to be delivered to sites listed in attached specifications.					
Delivery Contact: Sherrill Ware, Tel. 423-994-9821					
Department of Youth and Family Development 501 West 12th Street Chattanooga, TN 37402					
Vendor Contact Information:					
Vendor Name: Mayfield Dairy Farms, LLC Contact Person: Carlton Bates, Food Service Manager Tel.: 678-283-0954 Fax: 423-745-9118 Email: carlton_bates@deanfoods.com Mailing Address: P.O. Box 310 City, State, Zip: Athens, TN 37371-0310					

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735642 Vendor Alternate ID: 6475
	Mayfield Dairy Farms Inc 2121 Polymer Dr Chattanooga, TN 37421

PO Date: 25-JAN-19 Buyer: Jaime Shelton FOB: DESTINATION Terms: Immediate	Purchase Order Number 552708 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Skim Milk - 1/2 Pint	0.00	Each	\$ 0.2676	\$ 0.00
2	Whole Milk 1/2 Pint	0.00	Each	\$ 0.2693	\$ 0.00
3	1%Milk 1/2 Pint	0.00	Each	\$ 0.2360	\$ 0.00
4	2% Milk 1/2 Pint	0.00	Each	\$ 0.2518	\$ 0.00
5	Buttermilk - 1/2 Gal	0.00	Each	\$ 2.4973	\$ 0.00
6	Whole Milk - 1/2 Gal	0.00	Each	\$ 2.4623	\$ 0.00
7	Skim Milk 1/2 Gal	0.00	Each	\$ 2.4488	\$ 0.00
8	2% Milk - 1/2 Gal	0.00	Each	\$ 2.4569	\$ 0.00
9	Whole Milk - Gal	0.00	Each	\$ 3.7493	\$ 0.00
10	Buttermilk - Gal	0.00	Each	\$ 3.7065	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735642 Vendor Alternate ID: 6475 Mayfield Dairy Farms Inc 2121 Polymer Dr Chattanooga, TN 37421
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PO Date: 25-JAN-19 Buyer: Jaime Shelton FOB: DESTINATION Terms: Immediate
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Purchase Order Number 552708
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Lactose Free Milk - 8 oz.	0.00	Each	\$ 0.5703	\$ 0.00
					TOTAL: \$.00

***** NOTICE *****

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City of Chattanooga

Mayor Andy Berke

September 26, 2019

Lurone Jennings
Administrator
Department of Youth and Family Development
501 West 12th Street
Chattanooga, TN 37402

Subject: PO 552709 Blanket Contract Renewal – Bread and Bakery Products

Dear Mr. Jennings:

Council approval is recommended to extend blanket contract 552709 for Bread and Bakery Products. This will be the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. The estimated annual expenditure for this contract is \$114,000

The bid solicitation was sent to four (4) vendors and one (1) bid was received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 552709 is attached.

I recommend renewal of this contract to Bimbo Bakeries USA, 1786 Mack Smith Road, Rossville, GA 30741, for an additional year, as being in the best interest for the City of Chattanooga

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/js
Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 308091 Bimbo Bakeries USA, Inc DBA EarthGrains1786 Mack Smith Road Rossville, GA 30741
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PO Date: 25-JAN-19 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 552709 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 179459 Ordering Dept: Youth and Family Development Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov					
Items Being Purchased: Bread and Bakery Products					
This shall be a twelve-month blanket contract to supply Bread and Bakery Products as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date.					
Approved by City Council January 22, 2019 Initial expiration date is January 25, 2020					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If, as a result of a general change in prices or discounts, the contractor has changed prices for all of its customers, then, at the time of contract renewal, the prices under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. The effective date of price changes shall be the date the Purchasing Department approves such changes, or the effective date of such price changes stated by the contractor, whichever date is later.					
Items being purchased are to be delivered to sites listed in specifications Delivery Contact: Sherrill Ware, Tel. 423-994-9821 Department of Youth and Family Development 501 West 12th Street Chattanooga, TN 37402 					
Vendor Contact Information: Vendor Name: Bimbo Bakeries USA Contact Person: Rosalie Szabo Tel: 804-295-9328 Fax: 336-992-0036 Email: Rosalie.szabo@grupobimbo.com Mailing Address: 244 Clayton Forest Road City, State, Zip: Kernersville, NC 27284					

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 308091 Bimbo Bakeries USA, Inc DBA EarthGrains 1786 Mack Smith Road Rossville, GA 30741
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PO Date: 25-JAN-19 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 552709 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Hamburger Buns-Round 4" Diameter 12ct	0.00	Each	\$ 1.7800	\$ 0.00
2	Kystal Buns-square 24/pk	0.00	Each	\$ 2.8000	\$ 0.00
3	Classic Dinner Rolls 12/pk 9.25oz pkg.	0.00	Each	\$ 1.9800	\$ 0.00
4	Classic Dinner Time Rolls 24/pk 1lb. pkg	0.00	Each	\$ 2.5000	\$ 0.00
5	Bread - Raisin sliced 1 lb loaf	0.00	Each	\$ 2.8900	\$ 0.00
6	Bread - white sliced 1lb 4oz loaf	0.00	Each	\$ 1.8000	\$ 0.00
7	WGW Bread 24oz.	0.00	Each	\$ 1.9400	\$ 0.00

TOTAL: \$.00



City of Chattanooga

Mayor Andy Berke

September 23, 2019

Mr. Blythe Bailey
Administrator
Transportation Department
1250 Market Street, Suite 3030
Chattanooga, TN 37402

Subject: Blanket Contract Renewal 551608 – Traffic Sign Blanks – Transportation
Department/Traffic Operations Division

Dear Mr. Bailey:

Council approval is recommended to extend blanket contract 551608 for Traffic Sign Blanks for the Transportation Department/Traffic Operations Division. This will be the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. The estimated annual expenditure for this contract is \$43,000.00.

The bid solicitation was sent to nine (9) vendors and four (4) bids were received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 551608 is attached.

I recommend renewal of this contract to US Standard Sign Co., 11400 W Addison Street, Franklin Park, IL, 60131, for an additional year, as being in the best interest for the City of Chattanooga

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/dp
Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229 US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131
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PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 172443 Ordering Dept: Transportation Department Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov Items Being Purchased: Traffic Sign Blanks This shall be a twelve-month blanket contract to supply Traffic Sign Blanks as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date. Items being purchased are to be delivered to: Traffic Operations 1010 East 11th Street Chattanooga, TN 37403 Delivery Contact: Vanessa Holloway, Tel. 423-643-6382 Vendor Contact Information: Vendor Name: US Standard Sign Contact Person: David Pupillo Tel.: 847-447-2232 Fax: 847-455-3330 Email: DPupillo@usstandardsign.com Mailing Address: 11400 W. Addison Avenue City, State, Zip: Franklin Park, IL 60131					

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229 US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131
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PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	24" x 6" Horizontal Rectangle 3/4 rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 3.1400	\$ 0.00
2	9" x 12" Vertical Rectangle With 3/4" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 2.5600	\$ 0.00
3	18" x 6" Horizontal Rectangle With 3/4" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 2.5600	\$ 0.00
4	30" x 8" Horizontal Rectangle 36" x 6" Horizontal Rectangle With 3/4" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 4.6700	\$ 0.00
5	36" x 6" Horizontal Rectangle With 3/4" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 4.2200	\$ 0.00
6	36" X 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top and Bottom	0.00	Each	\$ 7.0000	\$ 0.00
7	36" x 8" Horizontal Rectangle With 3/4" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 5.6000	\$ 0.00
8	42" x 8" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 6.5500	\$ 0.00
9	30" X 30" Square With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 17.5200	\$ 0.00
10	48" x 8" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 7.4800	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229
	US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131

PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	12" x 18" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 4.3800	\$ 0.00
12	12" x 36" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 7.9700	\$ 0.00
13	18" x 24" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 7.9700	\$ 0.00
14	30" x 15" Horizontal Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 8.4100	\$ 0.00
15	24" x 30" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 14.0300	\$ 0.00
16	24" x 36" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 15.9500	\$ 0.00
17	30" x 30" Diamond With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 17.5200	\$ 0.00
18	30" x 30" Octagon (Stop) 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 16.6200	\$ 0.00
19	48" x 24" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 21.3700	\$ 0.00
20	48" x 30" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 28.0400	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229
	US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131

PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	24" x 24" Square With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 11.2200	\$ 0.00
22	30" x 6" Horizontal Rectangle With 3/4" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 3.8500	\$ 0.00
23	24"x 38" Vertical Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 16.7100	\$ 0.00
24	48"x 48" Diamond With 3" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 42.7300	\$ 0.00
25	36" Circle 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 24.4300	\$ 0.00
26	48" x 30" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 26.7000	\$ 0.00
27	72" x 48" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 63.3000	\$ 0.00
28	72" x 36" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 47.4600	\$ 0.00
29	72" x 24" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 31.6500	\$ 0.00
30	36" x 36" Diamond With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 23.9400	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229 US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131
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PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	48" x 48" Octagon (Stops) 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 40.4000	\$ 0.00
32	24" x 42" Vertical Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 18.4600	\$ 0.00
33	72" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 15.8100	\$ 0.00
34	36" x 40" Vertical Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 26.5800	\$ 0.00
35	42" x 40" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 32.0800	\$ 0.00
36	18" x 28" Vertical Rectangle With 1-1/2" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 9.4200	\$ 0.00
37	60" x 48" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 52.7500	\$ 0.00
38	60" x 24" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 26.3600	\$ 0.00
39	60" x 36" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 39.5500	\$ 0.00
40	18" x 18" Square With 1-1/2" Rounded Corners Holes To Be Drilled 1-1/2" Center From Top And Bottom	0.00	Each	\$ 6.0500	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229 US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131
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PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	24" x 18" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1-1/2" Center From Top And Bottom	0.00	Each	\$ 8.0700	\$ 0.00
42	18" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1-1/2" Center From Top And Bottom	0.00	Each	\$ 4.2200	\$ 0.00
43	12" x 30" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1-1/2" Center From Top And 7-1/2" From Bottom	0.00	Each	\$ 6.7200	\$ 0.00
44	42" x 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 7.8600	\$ 0.00
45	48" x 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 8.9700	\$ 0.00
46	54" x 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 10.1000	\$ 0.00
47	60" x 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 11.2300	\$ 0.00
48	24" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 5.3100	\$ 0.00
49	30" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 6.6400	\$ 0.00
50	36" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 7.9700	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229
	US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131

PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
51	42" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 9.4200	\$ 0.00
52	48" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 10.6400	\$ 0.00
53	54" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 12.1200	\$ 0.00
54	60" x 12" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 13.3000	\$ 0.00
55	84" x 18" Horizontal Rectangle With 1-7/8" Rounded Corners No Holes Drilled	0.00	Each	\$ 28.1500	\$ 0.00
56	96" x 18" Horizontal Rectangle With 1-7/8" Rounded Corners No Holes Drilled	0.00	Each	\$ 32.1800	\$ 0.00
57	90" x 24" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 40.2200	\$ 0.00
58	72" x 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top And Bottom	0.00	Each	\$ 13.4200	\$ 0.00
59	60" x 18" Horizontal Rectangle With 1-7/8" Rounded Corners No Holes Drilled	0.00	Each	\$ 19.9400	\$ 0.00
60	36" X 36" Horizontal Rectangle With 1-7/8" Rounded Corners Holes To Be Drilled 2" Center From Top and 3-1/2" From Bottom	0.00	Each	\$ 24.2400	\$ 0.00

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

V E N D O R	Vendor Number: Vendor Alternate ID: 21229
	US Standard Sign Co 11400 W Addison St Franklin Park, IL 60131

PO Date: 19-OCT-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 551608 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
61	72" X 18" Horizontal Rectangle With 1-7/8" Rounded Corners No Holes Drilled	0.00	Each	\$ 23.9400	\$ 0.00
62	24" X 8' Horizontal Rectangle with 1-1/2" Rounded Corners. Holes to be drilled 1" center from top and bottom	0.00	Each	\$ 4.0400	\$ 0.00
63	36" Octagon (Stop) 3/8" mounting holes drilled accordance with Federal Highway Administration Standards.	0.00	Each	\$ 22.7300	\$ 0.00
64	9" X 15" Vertical Rectangle with 3/4" rounded corners, 3/8" mounting holes drilled in accordance with Federal Highway Administration Standards.	0.00	Each	\$ 2.6800	\$ 0.00
65	36" Triangle (Yield) 3/8" mounting holes drilled in accordance with Federal Highway Administration Standards.	0.00	Each	\$ 13.3800	\$ 0.00
66	30"x 36" Vertical Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 19.7800	\$ 0.00
67	48" x 36" Horizontal Rectangle With 1-7/8" Rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 31.6500	\$ 0.00
68	30" X 10" Horizontal Rectangle With 1-1/2" Rounded Corners Holes To Be Drilled 1" Center From Top and Bottom	0.00	Each	\$ 5.8500	\$ 0.00
69	18" x 12" Horizontal Rectangle 3/4 rounded Corners 3/8" Mounting Holes Drilled In Accordance With Federal Highway Administration Standards	0.00	Each	\$ 4.1000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga
Mayor Andy Berke

September 23, 2019

Mr. Blythe Bailey
Administrator
Transportation Department
1250 Market Street, Suite 3030
Chattanooga, TN 37402

Subject: Blanket Contract Renewal 552348 -- LED Traffic Signal Inserts -- Transportation
Department/Traffic Operations Division

Dear Mr. Bailey:

Council approval is recommended to extend blanket contract 552348 for LED Traffic Signal Inserts for the Transportation Department/Traffic Operations Division. This will be the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. The estimated annual expenditure for this contract is \$38,000.00.

The bid solicitation was sent to six (6) vendors and five (5) bids were received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 552348 is attached.

I recommend renewal of this contract to General Traffic Equipment Corp., 259 Broadway, Newburgh, NY, 12550, for an additional year, as being in the best interest for the City of Chattanooga

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/dp
Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 395098 General Traffic Equipment Corp 259 Broadway Newburgh, NY 12550
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PO Date: 21-DEC-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 552348 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number
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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
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Requisition No: 176217
Ordering Dept: Transportation Department
Buyer: William Tucker
Fax: 423-643-7244
Email: wtucker@chattanooga.gov

Items Being Purchased: LED Traffic Signal Inserts

This shall be a twelve-month blanket contract to supply LED Traffic Signal Inserts as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date.

Approved by City Council 12-18-18
Initial contract dates: December 21, 2018 -- December 21, 2019

Items being purchased are to be delivered to:

Traffic Operations
1010 East 11th Street
Chattanooga, TN 37403

Delivery Contact: Vanessa Holloway, Tel. 423-643-6382

Vendor Contact Information:

Vendor Name: General Traffic Equipment Corp.
Contact Person: Raymond Staffon
Tel.: 845-569-9000
Fax: 845-569-1800
Email: rays@generaltrafficequip.com
Mailing Address: 259 Broadway
City, State, Zip: Newburgh, NY 12550

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

V E N D O R	Vendor Number: Vendor Alternate ID: 395098
	General Traffic Equipment Corp 259 Broadway Newburgh, NY 12550

PO Date: 21-DEC-18 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 552348 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Blanket Contract for 12" red LED insert, incadescent style. All mustmeet latest ITE spec and 5 year warranty	0.00	Each	\$ 23.5000	\$ 0.00
2	Blanket Contract for 12" amber LED insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 23.5000	\$ 0.00
3	Blanket Contract for 12" green LED insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 23.5000	\$ 0.00
4	Blanket Contract for 12" red arrow LED insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 26.7500	\$ 0.00
5	Blanket Contract for 12" amber arrow LED insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 26.7500	\$ 0.00
6	Blanket Contract for 12" green arrow LED insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 26.7500	\$ 0.00
7	Blanket Contract for 8" amber LED insert, incandescent style. All mustmeet latest ITE spec and 5 year warranty	0.00	Each	\$ 22.0000	\$ 0.00
8	Blanket Contract for 16" HANDMAN LED pedestrian insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 875.0000	\$ 0.00
9	Blanket Contract for 16" HANDMAN LED countdown pedestrian insert, incandescent style. All must meet latest ITE spec and 5 year warranty	0.00	Each	\$ 90.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

September 26, 2019

Mr. Justin Holland
Administrator, Public Works Department
Waste Resources Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: Name Change Blanket PO No. 552956 Bulk Quicklime– Waste Resources Division - Public Works

Dear Mr. Holland:

The Public Works Department may now seek Council approval for assignment of PO 552956 Covia Lime to Mississippi Lime Company. The name change is due to Mississippi Lime acquiring Covia Lime.

A copy of the notification from Mississippi Lime is attached for your review. The Purchase Order will be issued to Mississippi Lime Company, P.O. Box 840033, Kansas City, MO 64184.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/ab
Attachments

MISSISSIPPI LIME COMPLETES ACQUISITION OF SOUTHERN LIME; BEGINS INTEGRATION OF THE CALERA, ALABAMA-BASED BUSINESS

August 1, 2019

ST. LOUIS, MO – Mississippi Lime Company (“Mississippi Lime”), a leading global supplier of high-calcium lime products and a portfolio company of HBM Holdings, today announced it has completed its acquisition of the Calera Alabama lime business of Covia (NYSE: CVIA), operating historically as Southern Lime. In operation for over 60 years, the business supplies high-calcium quicklime and hydrated lime products to customers in the Southeastern U.S., and across a range of end uses and applications. The acquisition increases Mississippi Lime’s production facilities to nine locations, supported by a network of distribution sites throughout the country. The Southern Lime business and its Calera, AL facility will be fully integrated into Mississippi Lime.

About Mississippi Lime Company

Mississippi Lime Company (“Mississippi Lime”) headquartered in St. Louis, MO, is a leading global supplier of high-calcium lime products and technical solutions. With over a century in business, the company has built a reputation on the purity of its products, commitment to research and development, and tradition of customer satisfaction. Mississippi Lime operates the largest lime facility in the Americas and mines some of the purest limestone reserve in the world. The company supplies high-calcium quicklime, hydrated lime, calcium carbonate products, trucking services, and technical solutions from a diversified, reliable network of facilities in Ste. Genevieve, MO; Verona, KY; Calera, AL; Vicksburg, MS; Weirton, WV; Chester, SC; Mobile, AL; Prairie du Rocher, IL; Bridgeville, PA; as well as several distribution sites throughout the country.

For more information, please visit <https://mlc.com>

About HBM Holdings

HBM Holdings is an investment and management company that acquires, supports, and operates middle-market businesses in industrial products and services. With a strategy focused on growing a diversified portfolio using a long-term buy and build approach, HBM provides its businesses with professional management expertise, financial resources, and high potential human capital to accelerate their growth. HBM invests in high-performing companies in the precision machined components, packing, chemicals and minerals, and environmental services sectors. The firm’s portfolio of companies includes Mississippi Lime Company, Tru-Flex, Schafer Industries, and Aerofil Technology.

For more information, visit <https://hbmholdings.com>.

For Further Information:

Mississippi Lime Company
Andy Likes
alikes@vandivergroup.com
+1 314-606-1878

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 990238 Covia Lime 8035 Highway 25 Calera, AL 35040
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PO Date: 11-FEB-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 552956 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 147706 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233					
DESCRIPTION: This shall be a twelve (12) month blanket contract for the Supply and Delivery of Bulk Quicklime for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.					
NOTES: The bid submitted by Unimin Lime LLC dba Southern Lime dated 1-19-17 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.					
APPROVED BY CITY COUNCIL ON JANUARY 31, 2017					
CONTRACT BEGINNING/ENDING DATES: 2-6-2017 TO 2-6-2018					
Vendor Contact: Tracy Scarbrough Phone: 205-668-6999 Fax: 205-668-4474					

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

V E N D O R	Vendor Number: Vendor Alternate ID: 990238 Covia Lime 8035 Highway 25 Calera, AL 35040
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PO Date: 11-FEB-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 552956 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">Change Order #1</td> </tr> <tr> <td colspan="6">Contract has been extended an additional twelve (12) months. The new contract performance date is February 5, 2019.</td> </tr> <tr> <td colspan="6">City Council approved contract renewal on January 9, 2018.</td> </tr> <tr> <td colspan="6" style="text-align: center;">1st Renewal</td> </tr> </tbody> </table>	Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	Change Order #1						Contract has been extended an additional twelve (12) months. The new contract performance date is February 5, 2019.						City Council approved contract renewal on January 9, 2018.						1st Renewal							
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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 990238
	Covia Lime 8035 Highway 25 Calera, AL 35040

PO Date: 11-FEB-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 552956 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
	Change Order #1 Contract has been extended an additional twelve (12) months. The new contract performance date is February 5, 2020. City Council approved contract renewal on February 5, 2019. New PO due to Unimin Corporation changed their vendor name to Covia Lime LLC. 2nd & Last Renewal				

***** NOTICE *****

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 990238
	Covia Lime 8035 Highway 25 Calera, AL 35040

PO Date: 11-FEB-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 552956 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
---	---

S H I P T O	
--	--

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Quick Pebble Lime per specifications	0.00	Ton	\$ 188.9000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Mr. Justin Holland
Administrator, Public Works Department
City Wide Services Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: Requisition No. 190463 – Purchase of Three (3) 2020 Autocar ACX 64 Chassis with a Heil 33 Cubic Yard DuraPack Python Side Loading Body – Fleet Management Division – Public Works Department

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a purchase order for the purchase of three (3) 2020 Autocar ACX 64 chassis with a Heil 33 cubic yard DuraPack Python side loading body as needed by the Fleet Management Division of the Public Work Department.

This purchase is from Stringfellow Inc using the Sourcewell Contract No. 112014-THC. The total cost will be \$920,949.00. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this purchase to Stringfellow Inc, 2710 Locust Street, Nashville, TN 37207, as being in the best interest of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



The Heil Co.

Waste & Recycling Collection Vehicles

#112014-THC

Maturity Date: 12/16/2019

Products & Services 

Products & Services

Sourcewell contract 112014-THC gives access to the following types of goods and services:

- Curotto-Can
- Premier truck rental
- Big truck rental
- Front loaders
- Rear loaders
- Automated and manual side loaders
- Multi-compartment recycling units
- 3rd Eye camera systems
- Bayne Premium Tippers

Additional information can be found on the vendor-provided, nongovernment website at:
heil.com



September 16th, 2019

To Whom It May Concern,

This letter is to certify that all authorized dealers of Heil and Parts Central products are included in the Sourcewell contract award to The Heil Company for "MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES". The contract number is "112014-THC".

Immediately below is the verbatim language in Item 3 of the contract which addresses the question regarding the order process and Heil Dealers.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an Sourcewell member's final Contract phase process).

a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process.

The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order.

The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the customer's order with Heil.

Stringfellow is the Heil Dealer in Middle and East Tennessee, North Georgia, and Southern Kentucky and is authorized to transact business within the Heil /Sourcewell contract referenced above.

Should you have any questions, please email me at langel@heil.com. Or you may contact Andy Campbell directly at Sourcewell at andy.campbell@sourcewell-mn.gov. We appreciate the opportunity to provide you our superior product line.

Sincerely,

Larry Angel
Heil Sourcewell Project Administrator
General Manager – Heil Ready Trucks

Phone: 423.242.2967 e-Mail: langel@heil.com

SINCE 1934



STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

September 16, 2109

City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402
Attn: Gary Franks

Dear Sir:

We are pleased to offer you a quotation for three (3) 2020 Autocar ACX 64 chassis with a (3) three year complete warranty and five (5) year warranty on the Cummins engine, after treatment, Allison transmission, and Allison brake retarder, per the attached specifications with a Heil 33 cubic yard DuraPack Python side loading body.

The body is a serviceable eject body, and includes tri-cuff grabbers, front mount tandem vane pump, hopper and lift work lights, multi-function SMART lights, body side backing assist lights, dual oval flat LED strobe lights, manual hopper cover, rear caution decal, Infinity series packer/eject cylinders with scrapers and hardened rods including five year warranty, full (3) three year body and lift warranty, 3rd eye dual camera with LCD color monitor, white paint on body, and all standard features listed on the attached specification sheet.

Your total cost for the three (3) 2020 Autocar ACX 64's with the Heil 33 cubic yard DuraPack Python's as specified is \$920,949 Cost per unit is \$306,983 each.

A deduction of \$7,500 total or \$2,500 each would apply for a 28 yard body in lieu of the 33 yard

Thank you for the opportunity. If you have any questions, please do not hesitate to call.

Sincerely,

Eddie Anderson

Eddie Anderson
President
Stringfellow, Inc.

2710 Locust Street, Nashville, Tennessee 37207
615-226-4900 · Toll Free: 1-800-832-4404 · Fax: 615-226-8685
www.stringfellow.bz

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: The Heil Co.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below

Section/ Page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

LEGAL
 mk
 Initials
 11/25/14
 Date

Contract Award
RFP 112014 #

FORM D

Formal Offering of Proposal

**MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES,
AND SERVICES**

In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: The Heil Co.

Date: 11/19/2014

Company Address: 2030 Hamilton Place Blvd, Suite 200

City: Chattanooga, TN 37421

Contact Person: Larry Angel

Authorized Signature (ink only):



(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

The Heil Co.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette (Name printed or typed) NJPA Executive Director

Awarded this 16th day of December, 2014 NJPA Contract Number 112014-THC

NJPA Authorized signature: [Signature] Scott Veronen (Name printed or typed) NJPA Board Member

Executed this 16th day of December, 2014 NJPA Contract Number 112014-THC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name THE HEIL CO.

Vendor Authorized signature: [Signature] LARRY ANGEL (Name printed or typed)

Title: GENERAL MANAGER - READY TRUCKS

Executed this 12th day of JANUARY, 2015 NJPA Contract Number 112014-THC



City of Chattanooga

Mayor Andy Berke

September 20, 2019

Mr. Justin Holland
Administrator, Public Works Department
Waste Resources Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: 185099 / 305582 Liquid Sodium Bisulfite – Waste Resources Division, Public Works

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract Liquid Sodium Bisulfite for the Waste Resources Division. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$730,500.

The invitation to bid was sent out to seven (7) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend awarding the blanket contract for Liquid Sodium Bisulfite to Southern Ionics, 10900 Harper Ave., Detroit, MI 48213 as the best bid meeting specifications for the City of Chattanooga.

Respectfully yours,

A handwritten signature in blue ink that reads "Bonnie Woodward".

Bonnie Woodward
Director of Purchasing

BW/ab
Attachments

PVS Chemicals Solutions
10900 Harper Ave.
Detroit, MI 48213

Allied Universal
1405 Possum Hollow Rd SE
Ranger, GA 30734

Dycho
412 Meridian St.
Niota, TN 37826

Brenntag
317 Wauhatchie Pike
Chattanooga, TN 37419

GEO Specialty Chemicals
751 Pineville Road
Chattanooga, TN 37405

Sterling Water Technologies
P.O Box 602
Columbia, TN 38402

Southern Ionics
10900 Harper Ave.,
Detroit, MI 48213

Bid Tabulation -

Bid # 305582 Liquid Sodium Bisulfite

Item #	Item	Quantity	Unit	PVS Chemicals Solutions Unit Price	Total Price	Southern Ionics Unit Price	Total Price
1	Liquid Sodium Bisulfite	1500	Per Dry Ton	\$ 555.00	\$ 832,500.00	\$ 487.00	\$ 730,500.00

TOTAL

\$832,500.00

\$730,500.00

BID SOLICITATION

copy



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

BID OPENING DATE AND TIME:
 03-SEP-19 at 2:00 PM

BID NUMBER: 305582

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 185099 Bid No.: 305582 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 . Items Being Purchased: Liquid Sodium Bisulfite . Deadline for Questions: August 27, 2019 . ATTACHMENTS: Specifications (4 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Affidavit (1 pg) 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. . This Shall Be A Twelve (12) Month Blanket Contract For Liquid Sodium Bisulfite For The Waste Resources Division. The Contract Term May Be Renewed For An Additional Two (2) 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 SEPTEMBER 3, 2019 *** . **** 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. . 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 ar enot 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					

BID SOLICITATION



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

BID OPENING DATE AND TIME: 03-SEP-19 at 2:00 PM BID NUMBER: 305582
BUYER: PHONE #: (423) 643-7230 DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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.

**** NOTE ****
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Southern Ionics
 Address P.O. Drawer 1917
West Point, MS 39773
 Phone/Toll-Free No. 662.494.3055 x. 207
 Fax No. 662.495.2590
 eMail Address Ktodd@southernionics.com
 Contact Person's Name Khristy Todd
 Estimated Delivery 2 Days

Minority-Owned Business _____ Small Business _____ Veteran _____
 Minority Woman-Owned Business _____ Disabled Veteran _____
 Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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

TERMS OF PAYMENT: net 30 days

TELEPHONE NUMBER: 662.494.3055

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

COMPANY: Southern Ionics
 SIGNATURE: Khristy D. Todd
 NAME AND TITLE: Khristy D. Todd
Man. Corp. Adm.

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 03-SEP-19 at 2:00 PM
BID NUMBER: 305582

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Liquid Sodium Bisulfite	1500	Ton	487. ⁰⁰ Dry Ton	\$730,900 ⁰⁰

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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

TERMS OF PAYMENT: net 30 days
 TELEPHONE NUMBER: 662-494-3055

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

COMPANY: Southern Ionics
 SIGNATURE: Christy D. Todd
 NAME AND TITLE: Christy D. Todd
Man. Corp. Adm.

**SPECIFICATIONS FOR SUPPLY AND DELIVERY OF
LIQUID SODIUM BISULFITE
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA, TENNESSEE**

1.0 GENERAL

1.1 SCOPE

The scope of services covered by these specifications shall be a contract for the supply and delivery of 25 loads per month, more or less, of liquid sodium bisulfite as specified herein.

1.2 APPLICATION

Liquid sodium bisulfite will be used for dechlorination of chlorinated municipal wastewater.

1.3 SUBMITTALS

The following information shall be submitted with all bids:

1. Unit price per dry ton delivered and unloaded at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Name and phone numbers of person to contact for ordering shipment. - Customer Service
3. Estimated time between placing of order and actual delivery. 2 Days 800-953-3585
4. Estimated time required to receive emergency shipment and location of emergency supply; names and phone numbers of persons to contact for emergency shipment of holidays, weekends, and after hours.
5. Copies of product data sheet and material safety data sheet. - attached Customer Service 800-953-3585
9. Names and location of material producer.
10. Point of shipment. Southern IONICS Calhoun, TN
11. Evidence of quantity support from the producer. Calhoun, TN 100%

2.0 PRODUCTS

2.1 GENERAL DESCRIPTION

The product specified herein is described as follows:

- a. Product Name
Sodium Bisulfate Aqueous Solution
- b. Chemical Name & Synonyms

*Sodium Bisulfite Aqueous Solution
(NaHSO₃ in aqueous solution)*

- c. CAS Registry Number
7631-90-5
- d. DOT Proper Shipping Name
Bisulfites, Aqueous Solutions (Sodium Bisulfite)
- e. DOT Hazard Class and ID Number
Corrosive Material, UN2693
- f. Clean Water Act Reportable Number
5000 lbs on dry weight basis

2.2 CHEMICAL ANALYSIS

The Chemical analysis for the liquid sodium bisulfite as delivered shall meet the following minimum and maximum concentration by weight:

<u>PARAMETER</u>	<u>CONCENTRATION</u>
a. NaHSO ₃ , % by weight	38.0 to 44.0
b. SO ₃ , % by weight	23.4 to 27.0
c. Sodium Thiosulfate (ppm)	100 ±
d. Iron as Fe (ppm)	<5
e. Sulfate as Na ₂ SO ₄ , % by weight	1

*Concentration may be adjusted seasonally to avoid crystallization during transit.

2.3 PHYSICAL PROPERTIES

The liquid sodium bisulfite shall have the following physical properties:

<u>PARAMETER</u>	<u>PROPERTY</u>
a. Appearance and Odor	clear yellow liquid, pungent odor
b. Specific Gravity	1.30 to 1.36
c. pH	3.5 to 5.0
d. Solubility in Water	Dilutable
e. Vapor Pressure	32 mm Hg (Est.)

- f. Boiling Point 103°C/217°F (Est.)
- g. Density 10.8 to 11.3 lbs/gal

3.0 EXECUTION

3.1 SHIPMENT AND DELIVERY OF PRODUCT

3.1.1 Shipment of Product

Shipments of liquid sodium bisulfite to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 4500 gallon rubber lined tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

All shipments to the plant shall be accompanied by a Certificate of Analysis. Information included on this certificate shall include the parameters listed in Paragraph 2.2 along with the specific gravity of the material. A certified weight ticket shall also be provided.

3.1.2 Delivery of Product

Delivery shall be made on an "as needed" basis within forty-eight (48) hours of notice.

All deliveries shall weigh in and weigh out on the plant scales.

The Contractor, the Contractor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site.

The contractor shall supply a Spill Response Plan and Safety Plan prior to first delivery.

3.2 SAMPLING AND TESTING OF PRODUCT

3.2.1 Sampling

The City, at its own discretion, may initiate sampling of each load or random sampling. Each sample shall consist of a one (1) liter (minimum) grab sample per tank truck. This sample shall be collected from each tank truck prior to unloading. Split samples shall be furnished to the Contractor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number.

Samples shall be retained for 30 days by the plant laboratory before discarding.

3.2.2 Testing

The plant laboratory shall perform the following tests on all samples collected:

- 3.3.1 a. NaHSO₃ % concentration by weight
- b. SO₂ Available % concentration by weight

The following test procedures will be utilized in performing the above tests:

- | | | |
|----|---------------------------|--|
| a. | NaHSO ₃ | Normally accepted Industrial Standards |
| b. | SO ₃ Available | Normally accepted Industrial Standards |

Results of above tests will be provided to Contractor upon requests.

The Contractor will be notified immediately of any samples not meeting the maximum and minimum concentrations of the above parameters listed in Paragraph 2.2.

3.3 PAYMENT AND PENALTIES

3.3.1 Payment

The basis for payment shall be the dry weight of sodium bisulfite delivered and unloaded at the plant site.

Net weight shall be based on product analysis and scale weights.

3.3.2 Penalties

Any tank truck load of sodium bisulfite not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Contractor shall still be responsible for providing the product on seventy-two (72) hour notice.

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. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

Khristy D Todd

(Signature of Contractor)

Khristy D. Todd, Man. Comp. Adm. - Southern Louis

(Title and Name of Company)

8-26-19

(Date)

Chapter No. 817 (HB0261/SB0377).
"Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.

(SIGNED)

Christy D Todd

(PRINTED NAME)

Christy D. Todd

(BUSINESS NAME)

N Southern Ironcs

(DATE)

8-26-19

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of MS

County of Clay

Khristy D. Todd (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of Southern Lawcs (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305582;

(2) Khristy D. Todd (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Khristy D. Todd

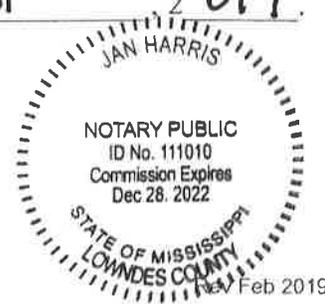
Khristy D. Todd

Title: man. Comp. Adm.

Subscribed and sworn to before me this 20th day of August, 2019.

Notary Public: Jan Harris

My commission expires: 12/28/2022





SODIUM BISULFITE, 40% SOLUTION

Sales Specification

<u>Property</u>	<u>Minimum</u>	<u>Maximum</u>
* NaHSO ₃ , % by wt	38.0	42.0
* Specific Gravity @ 20°C	1.31	1.38
* pH	3.8	5.0
SO ₂ available, % by wt	23.4	25.8
Iron, as Fe, ppm		15
* Certificate of Analysis Properties		

Sodium Bisulfite, 40% Solution is a clear, colorless to pale yellow solution with a pungent odor.

NSF/ANSI 60 Certified. Maximum use in potable water is 50 mg/L.

Southern Ionics may accommodate other customer needs upon request.

For information on safety and handling, consult the Safety Data Sheet (SDS) for Sodium Bisulfite Solution available at www.southernionics.com or by contacting Southern Ionics Customer Service at 1-800-953-3585.

SII SOUTHERN IONICS INCORPORATED
Creative Solutions Today

P.O. Box 1217 / 579 Commerce Street
West Point, MS 39773

To Place an Order or For Inquiries:
Tel: 800-953-3585 / Fax: 800-953-3588
Email: sii_custserv@southernionics.com

Website: www.southernionics.com

Notice: No freedom from any patent or other intellectual property rights owned by SII or others is to be inferred. SII assumes no obligation or liability for the information in this document. The information provided herein is presented in good faith and is based on the best of SII's knowledge, information, and belief. Since use and conditions of use at non-SII facilities are beyond SII's control, and government requirements may differ from one location to another and may change with time, it is solely the Buyer's responsibility to determine whether SII's products are appropriate for the Buyer's use and to assure the Buyer's workplace, use, and disposal practices are in compliance with applicable government requirements. Consequently, SII assumes no obligation or liability for use of these materials and makes no warranty, express or implied. Buyer's use of the information provided herein is solely the Buyer's responsibility for compliance with any applicable government requirements. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.



SOUTHERN IONICS INCORPORATED (SII)
SAFETY DATA SHEET

SDS NO. 207
Effective Date: April 17, 2015
Revision Date: September 11, 2018

I. Product and Company Information			
SII Product Name(s):	Sodium Bisulfite Solution	Synonym:	SBS
Chemical Name:	Sodium Bisulfite Solution	CAS Number:	7631-90-5
Manufacturer's Name: Southern Ionics Incorporated 579 Commerce Street West Point, MS 39773 Customer Service: 1-800-953-3585 Web Site www.southernionics.com		Emergency Contacts: Afterhours (Southern Ionics)1-888-610-2379 For Chemical Emergency, Spill or Accident Call CHEMTREC at 1-800-424-9300 CHEMTREC CCN - 20596	

II. Hazard Identification	
OSHA HCS / GHS Classification(s):	Hazard Statement(s):
Acute Toxicity Oral, Category 4	Harmful if swallowed.
Hazards Not Otherwise Classified - Respiratory	Sulfite sensitive individuals may experience an allergic reaction.
Signal Word:	Precautionary Statement(s):
Warning	Wash affected body parts after handling.
Symbol(s): 	Prevention:
	Do not eat, drink or smoke when using this product.
	Avoid breathing vapors.
	Response:
	IF SWALLOWED: Rinse mouth and call a doctor if you feel unwell.
	IF INHALED: Remove victim to fresh air and keep comfortable for breathing.
	For specific treatment: See First Aid section IV.

III. Composition / Information on Ingredients		
Chemical Name:	CAS Reg #'s	%
Sodium Bisulfite(NaHSO ₃)	7631-90-5	15-44
Sodium Sulfite (Na ₂ SO ₃)	7757-83-7	<1
Sodium Sulfate (Na ₂ SO ₄)	7757-82-6	<4
Water	7732-18-5	Balance

IV. First Aid Measures	
Eyes:	Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Remove any contact lenses. Seek medical attention, if you feel unwell.
Dermal / Skin:	Remove contaminated clothing and wash exposed area thoroughly with soap and water. Seek medical attention, if you feel unwell.
Inhalation:	Move to fresh air immediately. If breathing is difficult, give oxygen. Seek medical attention, if you feel unwell.
Ingestion:	If swallowed, DO NOT induce vomiting. Rinse mouth, Seek medical attention, if you feel unwell.

V. Fire Fighting Measures				
NFPA Hazard Rating:	Health (Blue)	Fire (Red)	Reactivity (Yellow)	Special Instructions (White)
	2	0	1	None
NFPA Hazard Classification: 0 = Least 1=Slight 2= Moderate 3= High 4= Extreme				
Extinguishing Media:	Use extinguishing media appropriate for surrounding fire.			
Special Firefighting Procedure:	Wear NIOSH-approved self-contained breathing apparatus (SCBA). Use water spray to keep containers cool and to knock down fumes. CAUTION: when subject to excess heat, product releases additional sulfur dioxide gas.			

VI. Accidental Release Measures	
Precaution if Spilled or Released:	Steps should be taken to contain spilled liquids and prevent discharges to streams or sewer systems.
Neutralizing Chemicals:	Neutralize with appropriate alkali such as sodium hydroxide, or soda ash to neutral pH. Avoid conditions where the pH of spilled material is maintained at lower than pH 6, since sulfur dioxide can be released at ambient temperatures below this pH.

VII. Handling and Storage	
Handling:	Handle all chemicals with respect. Keep separated from incompatible substances. Handle only with equipment, materials and supplies specified by their manufacturer as being compatible and appropriate for use with this product.
Storage:	Store at appropriate temperature to protect from freezing or crystallization. Consult the appropriate SII Product Bulletin for temperature recommendations. Do not store this material near food, animal feed or drinking water. Store in well ventilated area. Store away from excessive heat (e.g. steam pipes, radiators), and from reactive materials. Keep container tightly closed when not in use.

VIII. Exposure Control / Personal Protective Equipment				
Component Workplace Control Parameters:				
Components:	CAS-No.	Value	Parameters	Basis
Sodium Bisulfite	7631-90-5	TWA	5 mg/m3	solid sodium bisulfite (metabisulfite)
Engineering Controls:	Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.			
General Hygiene:	Practice good personal hygiene after using this material, especially before eating, drinking, smoking or using the toilet.			
Personal Protection Equipment:				
Eye:	Use chemical splash goggles and face shield. Eye protection worn must be compatible with respiratory protection system employed.			
Skin:	Chemically resistant gloves should be worn whenever this material is handled. Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough.			
Respiratory:	None required under normal conditions. When conditions warrant a respirator, use NIOSH approved respirator and cartridge for particulates and Sulfur Dioxide.			
Other Protective Items:	Where splash is possible, full chemically resistant protective clothing and boots are required. Ensure that eyewash stations and safety showers are proximal to the work-station location.			
HMIS Classification:	Health (Blue)	Flammability (Red)	Physical Hazard (Yellow)	PPE (White)
	2	0	1	See Above
Hazard Classification: 0 = Minimal 1=Slight 2= Moderate 3= Serious 4= Severe				

IX. Physical and Chemical Properties

Physical State:	Liquid	pH:	3.5 to 5.0
Appearance:	Clear, colorless to pale yellow	Molecular Weight:	104.1 for NaHSO ₃
Odor:	Pungent odor	Odor Threshold:	No Data Available
Specific Gravity:(H₂O=1)	1.13 to 1.38 @ 77°F/25°C	Weight per gallon (lbs)	9.4 to 11.3 @ 77°F/25°C
Vapor Density: (Air=1)	Similar to water	Vapor Pressure:	≤ 32 mm Hg total (12 mm Hg SO ₂) @ 77°F/25°C
Boiling Point:	217°F /103°C Estimated	Freezing/Melting Point:	15.8°F/ -9°C
Lower Explosive Limit	Not Applicable	Upper Explosive Limit	Not Applicable
Flash Point	Not Applicable	Autoignition Temp.	Not Applicable
Solubility in water:	Dilutable	:	
Other:			

X. Stability and Reactivity Data

Chemical Stability:	Product is stable under normal or expected use.
Conditions To Avoid:	Avoid exposure to excessive heat.
Incompatible Materials:	Avoid contact with the following: acids and oxidizing agents.
Hazardous Products of Decomposition:	Thermal decomposition may yield the following: sulfur dioxide – toxic fumes.

XI. Toxicological Information

Routes of Entry:	<input checked="" type="checkbox"/> Eyes <input checked="" type="checkbox"/> Skin <input checked="" type="checkbox"/> Ingestion <input checked="" type="checkbox"/> Inhalation					
Sign and symptoms of Exposure:	May cause irritation to eyes, skin and respiratory passages.					
Eye Contact:	May cause eye irritation.					
Ingestion:	May be harmful if swallowed.					
Skin Contact:	May cause mild skin irritation.					
Inhalation:	May cause respiratory tract irritation.					
Carcinogenicity:	NPT	Not Listed	IARC	Not Listed	OSHA	Not Regulated
Ingredient Name:	Species		Test		Route	Results
Sodium Bisulfite Solution	Rat		2000 mg/kg		oral	LD50
Comments:	Sulfite sensitive individuals may experience an allergic reaction.					

XII. Ecological Information

Ingredient Name:	Species	Test	Period	Results
Sodium Bisulfite Solution	Mosquitofish	240ppm	96 hours	LC50
Comments:				

XIII. Disposal Considerations

Waste Disposal:	Always dispose of material in accordance with local, state, and federal regulations.
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XIV. Transportation Information

Proper Shipping Name:	Bisulfites, aqueous solutions, n.o.s. (contains Sodium Bisulfite)				
DOT Classification:	8				
Identification Number:	UN2693	Packing Group:	III	Other Labels:	Corrosive

XV. Regulatory Information

Inventory Status:		US Regulations:	
U. S. TSCA	Yes	SARA 302 TPQ	Not Listed
Europe EINECS	Yes	SARA 304 RQ	Not Listed
Canadian DSL	Yes	SARA 313 List	Not Listed
Japan ENCS	Yes	CERCLA (RQ)	5,000 lbs on dry weight basis for sodium bisulfite.
Korean KECI	Yes	RCRA 261.33	Not Listed
Philippines PICCS	Yes	CAA-112-r	Not Listed
Australian AICS	Yes		
		SARA 311/312	<input checked="" type="checkbox"/> Acute <input type="checkbox"/> Chronic <input type="checkbox"/> Fire <input type="checkbox"/> Release of Pressure <input type="checkbox"/> Reactive
International Regulations:		Other Regulations:	
EINECS	231-548-0		California PROP 65 Not Listed
			FDA GRAS 21 CFR 182.3739

XVI. Other Information

NSF Certification:	Sodium Bisulfite manufactured at Pasadena, TX, Williamsport, MD and Tuscaloosa, AL are NSF/ANSI-60 Certified. Maximum use in potable water is 50 mg/l.
Other:	
Revision Notes:	<u>04.12.18 Added all products covered under the SDS in the product name and removed the Canada information in the International Regulations Section. Reclassified the product based on European Union & Canadian Classification. Revised Section II Hazard Identification.</u> 09/11/18 Removed the percentages (25%, 40%, 40% Technical Grade & 43%) from the SII Product Name.
MSDS Replacements	SII MSDS 048 Sodium Bisulfite Solution (15%-28%) , SII MSDS 118 Sodium Bisulfite Solution, 30%, SII MSDS 024 Sodium Bisulfite Solution (38%-44%) and SII MSDS 054 SI-SBS 40

SALES OFFICE

For Product Information:
TEL: 662-494-3055
FAX: 662-494-2828

Post Office Drawer 1217
West Point, MS 39773

To Place An Order:
TEL: 800-953-3585
FAX: 800-953-3588

IMPORTANT

Although the information contained is offered in good faith, SUCH INFORMATION IS EXPRESSLY GIVEN WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OR ANY GUARANTEE OF ITS ACCURACY OR SUFFICIENCY and is taken at the user's sole risk. User is solely responsible for determining the suitability of use in each particular situation. SII specifically DISCLAIMS ANY LIABILITY WHATSOEVER FOR THE USE OF SUCH INFORMATION, including without limitation any recommendation which user may construe and attempt to apply which may infringe or violate valid patents, licenses, and/or copyright.



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Mr. Justin Holland
Administrator, Public Works Department
Fleet Management Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO Nos. 546529 & 546530 – Vehicle Collision
Repair & Services – Fleet Management Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO Nos. 546529 & 546530 for Vehicle Collision Repair & Services, Fleet Management Division, Public Works Department. The City of Chattanooga is renewing the second (2nd) and final contract renewal option for twelve (12) months, for an estimated annual amount of \$300,000. A copy of the contracts are enclosed.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from four (4) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO Nos. 546529 & 546530 for Vehicle Collision Repair & Services to Lee-Smith, Inc, 2600 8th Avenue, Chattanooga, TN 37407 and Maaco Collision Center, 4005 Dodds Avenue, Chattanooga, TN 37407.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 83947 Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407
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PO Date: 27-NOV-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 546529 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 151823 / 304679 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Vehicle Collision Repairs & Services; Frame Work on Pick-ups and Vans. ATTACHMENTS: 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. This Shall Be A Twelve (12) Month Blanket Contract To Supply Vehicle Collision Repairs & Service for Fleet Management. 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. **** 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.					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 83947 Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407
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PO Date: 27-NOV-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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Purchase Order Number 546529
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Chattanooga, TN 37402

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Purchase Order BLANKET



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

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PO Date: 27-NOV-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 546529 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	Collision Repair & Services; Cost per Labor Hour	0.00	Hour	\$ 55.0000	\$ 0.00
3	OEM Parts Markup; Cost + 15 %	0.00	Each	\$ 1.0000	\$ 0.00
4	Shop Materials per Labor Hour	0.00	Hour	\$ 5.0000	\$ 0.00
5	Miscellaneous Labor Hour	0.00	Hour	\$ 55.0000	\$ 0.00
6	Frame Labor Rate	0.00	Hour	\$ 60.0000	\$ 0.00

TOTAL: \$.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 123585 Vendor Alternate ID: 4662 Maaco Collision Center & Auto Painting 4005 Dodds Avenue Chattanooga, TN 37407
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PO Date: 27-NOV-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 546530 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 151823 / 304679 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Vehicle Collision Repairs & Services: Light Duty Vehicles (Police Vehicles, Sedans & SUVs)					
ATTACHMENTS: 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.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Vehicle Collision Repairs & Service for Fleet Management.					
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.					
**** 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.					

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101 East 11th Street, Suite G13
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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total			

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order, (2) City of Chattanooga Purchase Order Standard Terms and Conditions, (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 123585 Vendor Alternate ID: 4662 Maaco Collision Center & Auto Painting 4005 Dodds Avenue Chattanooga, TN 37407
--	--

PO Date: 27-NOV-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
--

Purchase Order Number 546530
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
--	--

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
	Change Order #1 Contract has been extended an additional twelve (12) months. The new contract performance date is November 28, 2019. City Council approved on November 20, 2018 1st Renewal				

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City of Chattanooga
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	Collision Repairs & Services; Cost per labor Hour	0.00	Hour	\$ 36.0000	\$ 0.00
3	OEM Parts Markup; Cost + 20 %	0.00	Each	\$ 1.0000	\$ 0.00
4	Shop Materials per Labor Hour	0.00	Hour	\$ 26.0000	\$ 0.00
5	Miscellaneous Labor Rate	0.00	Hour	\$ 36.0000	\$ 0.00
6	Frame Labor Rate	0.00	Hour	\$ 45.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

September 30, 2019

Mr. Justin Holland
Administrator, Public Works Department
Waste Resources Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: 187410/305619 Utility Locating and Marking Services – Waste Resources Division, Public Works

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract for Utility Locating and Marking Services for the Waste Resources Division. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$260,000.

The invitation to bid was sent out to three (3) vendors as well as formally advertised. Bids were received from one (1) vendor. The invitation was re-bid and produced no additional bids.

I recommend awarding the blanket contract for Utility Locating and Marking Services to USIC Locating Services, LLC., 9045 North River Road, Suite 300, Indianapolis, IN 46240 as the best bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/ab
Attachments

USIC Locating Services, LLC
9045 North River Road, Suite 300,
Indianapolis, IN 46240

Heath Consultants, Inc.
9030 Monroe Road
Houston, TX 77061

Earthworx, LLC
4510 Turntable Rd Suite 120,
Chattanooga, TN 37421

USIC Locating Services, LLC

Item #	Item	Quantity	Unit Price	Total Price
1	Locating/Marking Utilities per ticket received from One-Call	10600	\$ 9.29	\$ 98,474.00
2	Locating/Marking Utilities, After hours call out ticket	400	\$ 32.790	\$ 13,116.00
3	Locating/Marking Utilities, per 500 feet for tickets that exceed 500 linear feet	15500	\$ 9.290	\$ 143,995.00
4	Site Surveillance, per quarter hour	5	\$ 13.11	\$ 65.55
5	Damage Investigation Fee	6	\$ 54.64	\$ 327.84

TOTAL

\$255,978.39

PROTECTING & MAINTAINING INFRASTRUCTURE

City of Chattanooga
“Public Utilities”

Request for Quote

Utility Locating and Marking Services

Bid #305619

September 12th at 2:00pm

Prepared By

USIC Locating Services, LLC





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Section 7 – Required Documents / Forms Page 36
 - Bid Solicitation Forms



September 5, 2019

Amanda Berkowitz
City of Chattanooga
Purchasing Division
101 E. 11th Street
Chattanooga, TN 37402

Re: RFQ Utility Locating and Marking Services

Ms. Berkowitz,

USIC Locating Services, LLC is pleased to present our bid for Locating and Marking Services as a qualified contractor for the City of Chattanooga for the next 12 months with 2 additional 1-year options to renew. As you know USIC has been partnering with the city and marking your infrastructure for many years. Our record for protecting is industry leading and the tenured employees we have are all very familiar with your plant. We thank you for the opportunity to respond to your RFP and hopefully continue providing damage prevention services with you and your team.

Attached is our compliant RFP that addresses the requirements set forth in the requested bid. We have reviewed your bid and provided all the required information and understand the expectations set forth for USIC. USIC is prepared to continue to locate and protect the underground stormwater, wastewater, and CSS utilities. For this bid, USIC has no exceptions and we accept your Scope of Work that was provided. USIC will adhere to the State of Tennessee and/or Tennessee One call Laws, rules, regulations, and standard practices.

Since USIC commenced locating for the City of Chattanooga our operations team has worked hard at building a reputation based on safety and quality to you and your members. Our locate technicians, trainers and supervisors have a vast understanding of your underground plant, are focused on continuing to always improve. As the incumbent utility locating vendor, USIC requests that you consider the following value propositions during the selection process:

- **Current Working Relationship** –USIC has had a successful working relationship in damage prevention with the City of Chattanooga. We both have invested significant time and money to ensure that your facilities and the public safety are protected from the consequences of damages to your facilities.
- **Quality Performance** – USIC provides current vendors with industry leading quality.



- **Current Resources** – USIC offers the City of Chattanooga security of our significant pool of employees currently in Tennessee and surrounding states. Not only do we visit the City of Chattanooga existing job sites for other customers, but you will also benefit from having adjacent USIC resources in surrounding cities and states – another advantage offered by USIC as the nation’s largest locating firm.
- **Safety First** – Safety is one of USIC’s most important fundamentals, with a focus on new and better ways to be both safe and productive.
- **Transition Risk** – As your current damage prevention partner, continuing your relationship with USIC mitigates the risks associated with transitioning to a new vendor.

We look forward to enhancing our partnership and hope that your past experiences with USIC along with our depth and the understanding of your expectations will signify the interest we have in continuing our partnerships with the City of Chattanooga.

Should you have any questions regarding our bid submittal, please do not hesitate to contact me at (317) 575-7896, or via email at KerryKiefer@usicllc.com

Cordially,

Kerry Kiefer
Sales Director – Eastern Region
USIC Locating Services, LLC
O: 317-575-7896
C: 317-403-3553
KerryKiefer@usicllc.com



USICLLC.COM

SECTION 1
Executive Summary



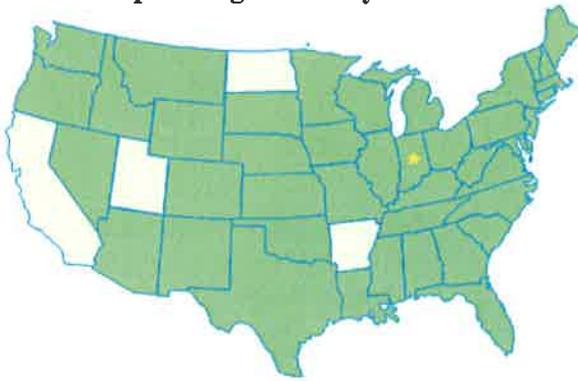
USIC Locating Services LLC - Background

Years in Business

USIC Locating Services, LLC. (USIC), is the most trusted name in underground utility damage prevention, performing over 70 million locates annually. USIC locates Gas, Electric, Fiber, Water, Sewer, Fiber, Telephone, Traffic lights and other services throughout the United States and Canada. Our mission is to deliver quality, efficient, safe, and innovative solutions to protect our partner's infrastructure and critical assets.

Through our legacy companies, USIC has been in the utility locating business since 1978 (41 years). In 2008, USIC Locating Services was formed by combining two leading utility locating companies to form the market leader in underground damage prevention services. Acquisitions and expansion with existing and new customers have resulted in significant growth every year since USIC was formed in 2008. Recent USIC acquisitions such as Premier in 2015, Mark-Rite in 2016, Blood Hound in 2016, On Target in 2018, and Protek in 2019 have added additional locating capabilities.

USIC's Operating Territory



USIC by the Numbers

States	44
Districts	70
Support staff	250
Customers	900
Field Staff	8,200
Vehicles	8,500
Pictures/day	700,000
TB of data/day	1,500,000
Locates/yr.	70,000,000+

USIC perform over 25,000 locates per hour



Key Personnel

Name	Position	USIC Experience	Lifetime Experience
Earl Bolin	District Manager	15 years	25 years
Jim Davis	Supervisor	9 years	28 years
Kerry Kiefer	Sales Director	4 years	25 years
Jeffery Abraham	Locate Tech	2 years	2 years
Joseph Blankenship	Locate Tech	2 years	3 years
Johnny Burton	Locate Tech	9 years	15 years
Jordan Burton	Locate Tech	7 months	7 months
John Finch	Locate Tech	1.6 years	1.6 years
Homer Harris	Locate Tech	6 years	12 years
Glenn Morse	Locate Tech	1.6 years	1.6 years
John Ryans	Locate Tech	9 years	17 years
Tyler Sherk	Locate Tech	5 months	5 months
Andy Wells	Locate Tech	9 years	18 years
Gabriel Womack	Locate Tech	5 months	5 months
Michael Horton	Locate Tech	9 years	24 years
James Davis	Locate Tech	9 years	29 years



Key Personnel Resumes

Earl Bolin

3211 Regal Drive, Alcoa, TN 37701 ▪ (865) 386-0850 ▪ EarlBolin@usiellc.com

PROFESSIONAL SUMMARY:

Twenty-nine years' experience in the damage prevention industry. Heavily involved in promoting 811 and safe digging practices.

PROFESSIONAL EXPERIENCE:

2004 - Present

USIC; Knoxville, TN

District Manager

- Manage and supervise 150 employees in Tennessee
- Manage day to day field operations
- Involved in monthly damage prevention meetings and quarterly TN811 meetings
- Board member of the Tennessee Damage Enforcement Board
- Assist in new operations startups across the South East

1997 – 2004

Utiliquest; Knoxville, TN

Senior Supervisor

- Supervisor over the KUB and AT&T operations
- Supervised day to day field operations

1994 – 1997

Heath Consultants; Knoxville, TN

Lead Tech

- Responsible for balancing daily ticket loads
- Assisted with day to day field operations

EDUCATION:

Roane State Community College

Environmental Health and Safety

South Young High School; Knoxville, TN

General Studies



James Herbert Davis

Education: 1977-1981 Ooltewah High School Ooltewah Tn
General Courses
Graduated Diploma

Work History: Nov 2010 – Present USIC Chattanooga Tn.
Supervisor
Supervise 10 plus employees on day to day task of underground locating

May 2000 – Nov 2010 Utiliquest Chattanooga Tn.
Supervisor
Supervise 10 plus employees. Issue daily workloads conduct weekly safety meetings.
Manage company trucks and equipment. Manage the office. Train new employees on blue prints and the proper way of locating underground utilities.

May 1994 – May 2000 Heath Consultants Chattanooga Tn.
Project Manager
Manage 25 plus employees, conduct client and contractor relationship, control and maintain a 25% profit margin. Maintain productivity to damage ratio

May 1991 – May 1994 Central Locating Service Chattanooga Tn.
Field Tech
Maintain 72-hour notice on locate request, keep in contact with contractors in area, read blueprints of Phone, Tn American Water, Chattanooga, Gas, Chattanooga Power Board, N Ga. Electric, Hixson Utility, locate their underground utilities properly so it will not get damaged during construction. Take care of company truck and equipment.

1990 – 1991 TVA Watts Bar Spring City Tn.
Groundman
Helped electrical engineers with work plans and explaining them to quality assurance for approval.

1986 – 1989 Dillard Smith Construction Chattanooga Tn.
Apprentice Lineman
Routine maintenance of electrical system, operate heavy equipment for installing poles



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1983 – 1986

Therm Con Insulation Co.
Insulator

Chattanooga Tn.

Applied insulation to commercial and residential buildings

Volunteer Experience:

Ooltewah High School Band Boosters
American Diabetes Association and Juvenile Diabetes Foundation
IN3 organization



Operational Plan/Protocols/Tools

Methodology/Operating Philosophy

Quality of service is of primary importance within USIC. USIC has earned the reputation as the highest quality service provider in the industry. Our entire organization is designed to support the highest standards of quality performance. From the initial state-of-the-art recruiting and selection process, through the most comprehensive in-house training program in the industry, to field locating and field supervision, quality performance is emphasized.

From our experience with and survey of utility companies that own buried facilities, it is clear that when utility companies consider possible vendors as damage prevention service providers and they seek the highest quality balanced with efficient, cost-effective operations. USIC is considered a leading choice and best value. Quality management is inherent in our Mission Statement, Values, and Beliefs. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

USIC locating Technicians who will be primarily in single groups will work a minimum of 5 days per week 8-hour days are trained to look for and report any abnormal operating conditions while locating your assets. This will include excavation or construction activities being conducted around City of Chattanooga assets, especially when such activity appears to be in an area where underground facilities are unmarked. In addition, we can and do provide Site Surveillance for normal work hours and After Hours commonly known as Watch Dog. Should there be a high-profile area identified by the utility company USIC can provide site surveillance to assist in damage prevention. Site Surveillance can be an additional aid to field audits and can reduce your costs when used appropriately.

Our staff is dispatched from a nation-wide center that is on-duty 24x7 and 365 days per year. This centralized solution is in addition all local operations found in Tennessee. Every county of operations within our 44-State operation footprint has locate technicians on-call 365-days of the year. Our automated dispatch system ensures that a qualified employee is active on all time sensitive work, regardless of the hour, to include after-hours and holiday emergency locate requests. USIC has a standard escalation process in place across Tennessee that ensures every emergency call is handled in a timely manner. Key personnel are actively involved throughout all processes whether it be a normal locate or emergency locate.

USIC's support of utility damage prevention stretches beyond our day-to-day operations. USIC actively partners with customers on one-call legislative issues as we monitor legislative issues that impact utility damage prevention throughout the country. USIC's management teams maintain heavy local and state involvement in one-call and damage prevention councils and boards.



Administrative Procedure for Damage Prevention Services

USIC employs a several proactive services to reduce the number of performance deficiencies and damages to our customer's assets. These services help USIC measure and identify areas of performance that are in need of improvement. These services may vary by district based on the overall expectation level of each customer as well as the internal expectations set forth by USIC.

These services are monitored daily by the District Managers and Claims Coordinators in each district and communicated to the Supervisors, Directors and staff through the use of emails reports and periodic meetings.

Our Damage Prevention locating services are standardized in the way each technician performs their work while providing a measure of flexibility. The USIC Locate Process Stages cover every aspect of a locate and if practiced consistently, will prevent damage to our customer's facilities due to our error. This process has been validated and fully integrated into the training all new technicians receive. The stages are listed below:

- **Stage 1: Evaluate the Request**

This ensures the technician is at the proper address, understands the ticket scope, refers to proper prints and records and does a thorough visual scan of the job site.

- **Stage 2: Identify High-Profile Facilities**

Address and identifies high profile facilities and directs the technician to use Specifically appropriate extra measures.

- **Stage 3: Prepare for the Locate**

Properly setting up safety equipment, selecting correct tools to eliminate extra steps, and identification of the best access points.

- **Stage 4: Perform the Locate**

Steps include direct connecting unless that method is not available, grounding and un-bonding properly, use of lowest power and frequency to produce a detectable signal, proper troubleshooting and applying paint and flags properly.

- **Stage 5: Verify and Document the Locate**

Stage 5 covers review of prints and ticket scope to verify all facilities in conflict were located, proper billing and notations entered into the USIC ticket management system, attaching post locate photographs and restoring the job site to its original condition.

**Customer Complaints/Resolution Process:**

Day-to-day issues and complaints are first given to local field management for resolution. Our 24/7 dispatch center is available to field calls, as necessary, and all centrally processed issues are logged with verified response and resolution. Patterns or concern or on-going issues would be escalated through local field management and USIC's Director of Sales.

High Profile Protection Guidelines:

USIC has developed High Profile Protection Guidelines to ensure the safety of key facilities. These facilities are identified as sensitive in nature through evaluation by USIC and the customer owning the facilities. While customers' expectations may vary by location, USIC maintains the same internal standard throughout the company and in some cases exceeds the customer definition of a High Profile. The following are standards set internally by USIC:

- Gas-6 inch or larger mains, all high-pressure facilities
- Electric-Transmission and feeder cables
- Telephone- Cables of 1200 pairs or greater, fiber optic cables, trunk cables, toll cable, pulp cable, conduit, or cables identified as 'special'
- Water-10 inch or larger mains
- Sewer-forced mains
- Critical Facilities (regardless of size): Utility lines that originate directly from telephone Central Offices, electrical substations, or feeding hospitals, schools, banks, police/fire departments

Once a high-profile facility has been identified, specific procedures must be followed as determined by the customer and USIC. These procedures are designed to ensure the protection of your critical infrastructure. Reference to USIC Procedures for locating high profile facilities may be used as a framework for protecting these assets.

Ride-along/Observation:

In order to identify a potential performance issue and in some cases to simply monitor daily activities of technicians, local management including District Managers, Trainers, Claims Coordinators and Supervisors conduct random ride exercises with employees. The supervisor has the primary responsibility in conducting these ride exercises. The purpose of ride exercises is to observe employees performing their daily responsibilities in the field. During the ride exercise the supervisor has specific criteria to evaluate. Some of the criteria are to identify defensive driving and safety practices, locate performance, professional appearance, ability to work effectively with excavators, ability to work effectively with customers, and efficiency. Once the ride exercise has been completed the supervisor will communicate the results with the employee to create improvement action items where necessary.



USIC's Environmental Overview

Environmental Sustainability means finding innovative ways to cut costs and minimize our impact on the environment through energy and water conservation as well as education and technology.

USIC recognized that environmental sustainability was becoming a core component of sustainable performance and has focused its efforts to drive continuous improvement in this area.

Waste Minimization

- Replaced disposable batteries with lithium ion rechargeable batteries on 7,000 units of Radio Detection Equipment. This change has eliminated over 2 million D cell alkaline batteries, with a corresponding reduction of landfill waste of over 637,000 pounds annually
- Recycle all utility locating paint cans
- Switched to a larger volume paint can to reduce the number of cans consumed annually by 25%
- Cell phone recycling program
- Ink cartridge recycling program
- Settings on all office printers and copiers auto-set to double sided
- Electronic internal communications between employees (memos, bulletins, newsletters, etc.)
- Use of reusable cups in break rooms



Energy Efficiency

- Converting 7,000 USIC trucks to new fuel efficient Chevy Colorado – corporate average fuel economy increased to 17.5 miles per gallon and has improved .5 MPG in each of the last two quarters
-
- Monitor and manage idle time on all USIC vehicles with in-cab driver telematics
- Improved telematics will allow for more efficient vehicle trip routing in 2016 and beyond

Water Efficiency

- Water cooler throughout offices

Staff

- Reduced travel through deployment of video conferencing software solution

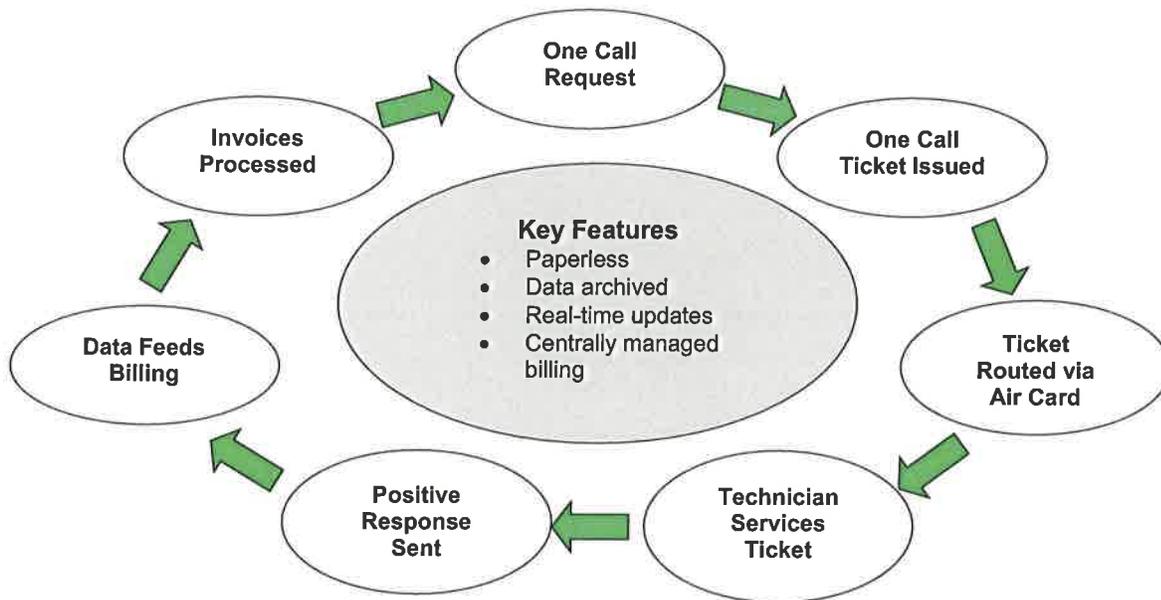
Education

- Educational material shared electronically via EHS alerts, bulletins and newsletters to employees
- Converted new hire employee training materials from paper to electronic, resulting in annual elimination of approximately 16,000 pounds of paper training materials
- Deployed an electronic learning management system to manage and share training videos and employee training records

Standard Operating Procedure

The management and servicing of a locate request is a fully automated process that provides immediate access to field personnel. This results in timely and accurate locating by designated Technicians. The request is initiated by the One Call service. Once a locate request is generated our wireless ticket management system accepts the request and records it for archival purposes. Within seconds of receipt, the locate request is routed automatically to the appropriate field Technician based on the geographic location for the excavation request. Upon receipt, the Technician sees a new request in their ticket list that is set-up with a status of new. The field Technician completes the ticket and updates the tickets status. When all work has been completed, including the uploading of digital photographs, the ticket status is changed to “closed” and any

positive response requirements are sent to the One Call. Any open tickets nearing expiration are designated by color to ensure Technicians are able to meet all time constraints required for the City of Chattanooga for the performance of the work. Throughout the lifecycle of the locate request, supervisors, dispatch personnel, and managers have access to review the active tickets for all Technicians in the field. This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner.



Because of the efficient routing and workflow within our wireless ticket management system, time is not lost for the printing and/or distribution of locate requests. Once the work is completed, the back-office billing system is automatically updated and accurate billing is generated from the work completed.

Staffing

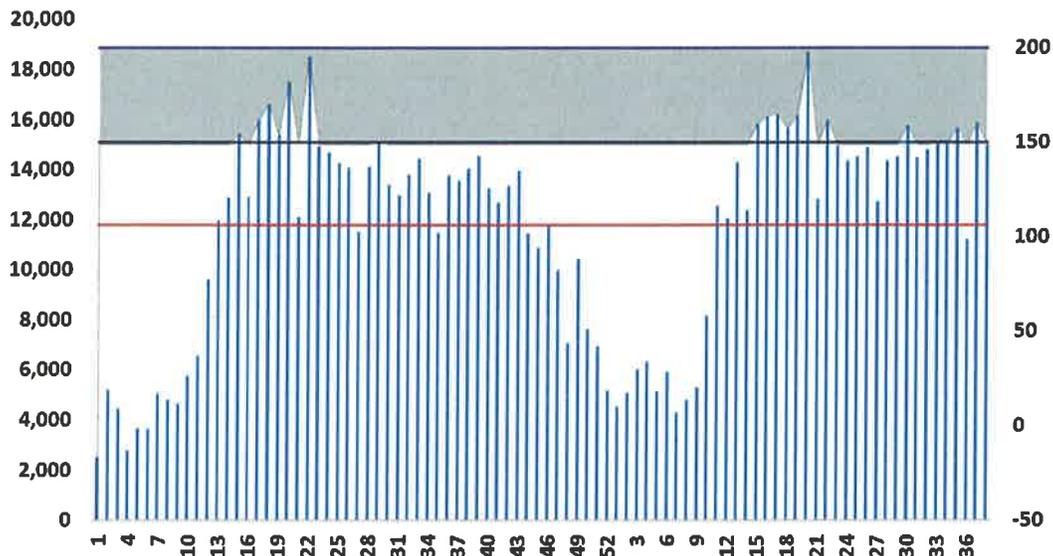
USIC employs over 8,200 qualified Locating technicians and we have a recruiting, training and operational team that is unparalleled within our industry. We have a dedicated, centralized



recruiting staff of 7 that support all local operations in recruiting, evaluating and selecting qualified personnel in a uniform manner.

USIC analyzes ticket volume data by week to determine historical trends while forecasting appropriate headcount. We also partner with utility owners and other organizations that drive large volume and large scope excavating volume. This information coupled with economic data help us set ticket volume growth projects. Handling this analysis well is critical to establishing proper staffing levels for variable locating and marking demand.

Ticket Volume and Headcount Analysis Example



USIC is the largest utility locating company in the United States. We can shift our resources around to assist our customers should emergency situations arise.

Reports

USIC's technology platform is unparalleled within our industry and it has evolved significantly in the last two-years. First, we have more 811-ticket and damage investigation data than any other entity or organization in North America; our systems are proven in handling volume. Second, we have extensive flexibility in providing data and reporting. TicketPRO, our proprietary ticket management system is highly customizable, allowing content flexibility and related data reporting on that content.



Our common reporting items include the following which are customizable and available upon request.

- Ticket volume (standard, emergency, after hours and “project”)
- Staffing (prior year, projected, actual)
- Project ticket staffing (rapidly expanding demand)
- Tenure/trainee development
- Damages (total and locator-at-fault)
- Damage rate or ratio (typically per 1,000 locates)
- Damage claim status and resolution
- On-time performance
- Unlocatable volume and service details
- Exception reporting
- Additional services report (if applicable)
- Performance audits and results
- Customer feedback (Compliments and Resolution of complaints)

USIC TRAINING AND QA/QC PROGRAM

USIC employs structured quality disciplines and principles to build quality into work processes as well as for on-going improvement. Our staff is supported by individuals with expertise in military, aerospace and automotive quality management, lean principles, six sigma and other quality management disciplines. The USIC Locate Process was engineered using feedback and experience from field managers and technicians with years of damage free work history.

Our 8,000+ Locate Technicians perform over 70 million locates per year across North America. Data is collected from each ticket worked, and quantitative tools are used to efficiently mine for trends and targeted improvement opportunities. USIC continues to develop industry leading capabilities in documentation and data analysis to help our people strive for excellence. Our significant internal staff of developers support the operating team to build and refine these capabilities.

Field staff perform both random and targeted work observations (ride alongs) and audits to measure and identify quality concerns. When needed, quality teams respond to specific locations to identify root causes and provide additional training and support to managers, supervisors and field technicians. To close the loop, improvements are documented and can be delivered to specific individuals, groups or the entire staff using the USIC LMS. This formalizes and documents that improvements are communicated to appropriate staff.



USIC QA/QC Program

USIC has developed a written Quality Assurance Plan. Many quality industry documents were referenced when creating the Quality Assurance Plan. This document, modeled after the ANSI/ISO standards for quality assurance plans, is an internal document that guides all employees: locator's, management, and administrative staff alike, in the procedures, measures, and performance indicators of quality assurance — the USIC Way.

As an overview, the following topics are included in USIC's Quality Assurance Plan: Mission Statement, Our Values, and Beliefs. Beginning with these topics the Quality Assurance Plan provides a foundation of USIC's core values and beliefs. The Plan's introduction to quality reiterates USIC's quality-focus and explains what quality management is, and how critical quality assurance is to ongoing management.

Quality of service is of primary importance within USIC. USIC has earned the reputation as the highest quality service provider in the industry. Our entire organization is designed to support the highest standards of quality performance. From the initial state-of-the-art recruiting and selection process, through the most comprehensive in-house training program in the industry, to field locating and field supervision, quality performance is emphasized.

From our experience, when utility companies consider possible vendors as facility-protection service providers and they seek the highest quality, USIC is considered a leading choice. Quality management is inherent in our Mission Statement, Values, and Beliefs. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

USIC takes the approach of continuous improvement that is, to continually enhance our performance to ever higher levels that exceeds our customers' expectations.

Quality Focus

The first critical step in ensuring quality is hiring a force of locators that are dedicated to the principles of quality. Our Hiring Practices Section fully describes the efforts that USIC employs to ensure we hire only the best of the best. The next step is teaching our employees the quality-focused approach. It is embedded in our Training Process. Please see the Training Process for more details. Many companies might assume that after teaching quality practices during the initial training that quality management is complete. However, USIC believes that true quality management involves not only creating the initial processes or procedures but continuing vigilant quality assurance to consistently improve performance.

Damage Prevention

The damage prevention processes are explained in our Quality Assurance Plan. While prevention is not technically part of quality assurance, it is important to describe the different work processes



taught to our locators to ensure accurate locates and to prevent damages. Processes such as the Ten Basics and High-Profile Processes ensure that our locators consistently follow proven steps that will prevent damages from occurring.

Performance indicators are measures or metrics that USIC uses to quantify quality performance. USIC believes that what is measured can be improved. Throughout our working relationship with all customers, we track and measure performance of our locators using the metrics below to improve our quality. Some of our performance metrics are:

- Number of audits performed / number of deficiencies noted on audits
- Types and numbers of each deficiency
- Number of High-Profile damages
- Quality ratio
- Weighted quality ratio

Tracking and continuously improving our performance has resulted in leading industry damage ratios. These indicators will continue to drive our success as the highest quality service provider in the industry and provide our partners with outstanding facility locating services.

The training and safety sections of our Quality Assurance Plan reviews how fully developed training and safety programs reinforce our quality policies.

Employee Identification Program

Currently we have issued USIC photo identification badges to each employee that are to be readily displayed. We continue to refresh our badges to show each locator that is North East Gas Association approved.

Training

In early 2016 USIC officially launched FLEX™ Locate Technician Training for all new hires. This new program was the result of a year-long internal study and pilot, as well as a complete review of industry and customer requirements, including CGA and NULCA locate technician training best practices. FLEX™ combines formal instructor led training with e-learning and on-the-job training (OJT) and coaching in one complete training plan. While the core content is uniform across all USIC locations, each location may customize content to align with individual customer needs.

FLEX™ (flexible, localized, experienced-based) training was designed using the most effective techniques for skills transfer. New hires receive at least 40 hours of combined classroom and hands-on orientation to the locate process and equipment. They learn about USIC and their

important role in the future of the company, and receive in-depth training in personal safety, A3 driving and risk assessment. Once formal training is complete, new technicians are paired one-on-one with a coach to develop their skills on the job. Most trainees locate more than 100 live tickets with their coach before being certified in a field evaluation.

Much of the learning is delivered through the USIC LMS, an industry leading cloud-based learning management system, that tracks and documents career learning for all USIC employees. Trainees earn points toward badges and certifications as they complete e-learning courses, and their progress can be reviewed by their supervisory chain at any time. In addition, technicians will only train on the utilities they will locate in the area they will be assigned once certified. Ongoing advanced training is available to ALL technicians, so they may sharpen their skills and add to their technical knowledge over time.

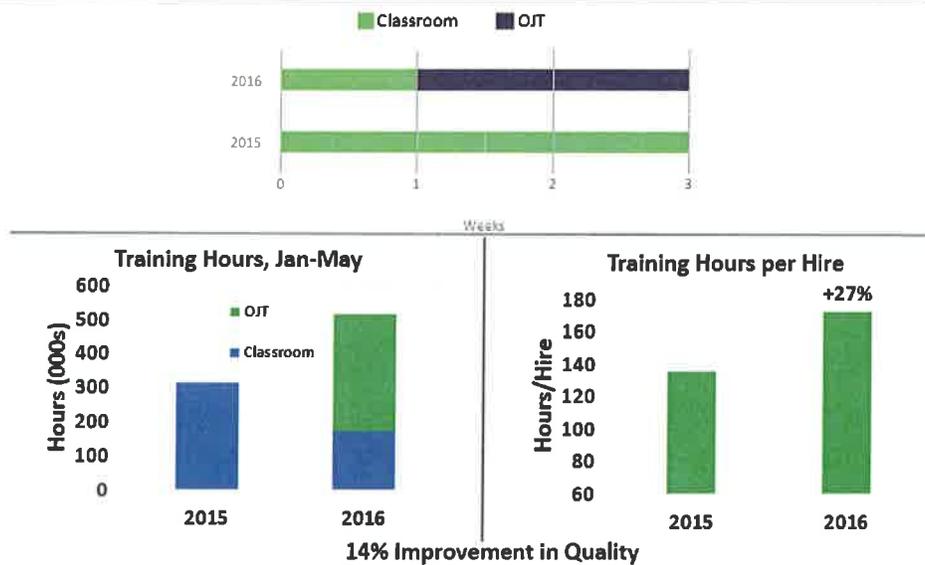


USIC locate technician training has long been the best in the industry. FLEX™ presents technician skills training in the way people learn best - through e-learning and OJT - and ensures learning with a comprehensive field evaluation. FLEX™ takes the best training and makes it better, leveraging new technologies and the most effective methods for skills transfer to meet the needs of our new hires and USIC customers.

The USIC Quick Reference Guide (QRG) was developed to provide each field technician and supervisor with concise sections outlining important information and processes. Sections in the QRG include; Safety, Reporting Procedures, High Profile Locating Procedures, Meet Sheets, Locate Process, Structures & Access Points (photo samples), Marking Standards, Ticket Close Process, Appendix, and blank pages available for local content.

In addition to FLEX™ Training, the USIC LMS has training and information on dozens of other subjects including company policies and procedures, print reading, and will soon include leadership and supervisory content. All USIC employees have access to the USIC LMS through their company account.

Classroom and OJT Training Hours



Advanced Training Options

Through our technology platform we can offer customized training to our Field Technicians. One example of this is providing a focus on getting precise information into the minds of our Techs so they can perform more accurate locates. The USIC LMS is another tremendous online training resource that we utilize to improve our Locate performance.

Ride-along/Observations

To identify potential performance issues and in some cases to simply monitor daily activities of technicians, local management including District Managers, Trainers, Claims Coordinators and Supervisors conduct random ride exercises with employees. The supervisor has the primary responsibility in conducting these ride exercises. The purpose of ride exercises is to observe employees performing their daily responsibilities in the field. During the ride exercise the supervisor has specific criteria to evaluate. Some of the criteria are to identify defensive driving and safety practices, locate performance, professional appearance, ability to work effectively with excavators, ability to work effectively with customers, and efficiency. Once the ride exercise has been completed the supervisor will communicate the results with the employee to create improvement action items where necessary.



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SECTION 2

References



Current Utility Company References

Company Name	Contact	Phone	Email
City of Memphis	James Greenlee, Manager	901-636-8113	James.grenlee@memphistn.gov
Chattanooga Power Board	Mike Thomas, Manager	423-280-6954	ThomasMG@epb.net
Tennessee American Water	Leah Morrison, Manager	423-771-4743	Leah.Morrison@amwater.com
City of Maryville	Todd Burchett, Manager	865-806-2884	N/A



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SECTION 3

Capacity and Proximity of the Contractor



Capacity/Proximity

USIC employees over 130 locating technicians in the State of Tennessee with 13 of those being local and primarily responsible for locating the City of Chattanooga Public Utilities infrastructure. We evaluate our Headcount weekly based on ticket volume and current customers.

Our locate technicians are employees of USIC and not subcontractors. As a result, we can train and control the work being done.

At the present time, USIC current head count is providing efficient damage protection of our customers infrastructure in the Chattanooga area. Some of those customers that are included in the City of Chattanooga foot print are: AT&T, Comcast, Electric Power Board of Chattanooga, and AGL.

With our ability to analyze ticket volume and predict locating volume we have the quick ability to shift our local resources in addition to State and/or adjacent States to cover any unexpected volume of work and still meet the expectations of the customer.



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SECTION 4
Locating Services

EQUIPMENT

Equipment & Technology



USIC has researched and field tested nearly every device in the industry. Depending on several factors including technician experience, type of utility being located and geography where the work is being performed, USIC uses a variety of devices across its large footprint such as: RD8100, RD800, Vivax Vloc pro, Metrotech 810, Metrotech 9800, Pipehorn 800 and 100series, Subsite 950 series, Ball marker locators by Metrotech and Dynatel, and Metrotech 880B valve box locators.

It is important for our equipment to be current, updated, and certified. Therefore, our typical locating devices range in age from new to 5 years old. All repairs are done through manufacturer certified repair sites with certified technicians.

USIC uses Panasonic C53 Toughbook laptop computers. Our laptop computers are scheduled for replacement every 36 months. Every USIC laptop is equipped with a wireless air card that provides constant connectivity (dependent only on service reception). Technician connectivity enables real-time electronic ticket dispatching and ticket completion data exchange including digital photographs of completed work.

USIC takes pride in fully equipping every employee with best equipment needed to be successful and making sure that it is maintained in proper working order.

The typical technician is equipped with the following equipment:

- Cellular Phones
- Pin Finders / Metal Detector
- Safety Spill Kit
- Ground Rod
- Measuring wheel
- Stop Box Wrench
- Hard Hat
- ANSI II fluorescent reflective safety vest
- Traffic cones
- Digital camera
- Manhole aeration, gas testers, and confined space entry equipment
- Damage investigation kit (employees certified to investigate only)



USIC understands the importance of providing the necessary equipment for technicians to provide accurate locates in a safe and timely manner.

Damage Prevention Technology

The following eight technologies are a standard part of USIC's locating services. Our base technologies focus on making our field operations efficient and high-quality. We work to reduce human performance errors and we work to streamline field service time toward keeping our operations cost-effective.

Customer Portal

Customers are provided access to ticket details and post-locate photos, as well as damage investigation reports and photos. Access is via our web-based Customer Portal.

PUMP

USIC's Print Update Management Process moves your digital utility records to our field technicians without manual uploading. PUMP tracks all updates to ensure the most current information is being utilized at all times.

Area Manager

USIC utilizes GIS polygons for real time ticket distribution and employee work area assignment. Needed adjustments are simple, allowing for high control and streamlined time investment by our field operations management teams.

TicketPRO

TicketPRO is USIC's proprietary ticket management system. TicketPRO allows for client customization, enabling us to document a wide variety of service variables, report on those variables and provide ticket completion data (often referred to as positive response).

UPM

Universal Photo Management (UPM) is USIC's technology that properly categorizes digital photographs that document work sites to the proper ticket or damage investigation. UPM time, date and location stamps all photos, creating defensible documentation.

Automated Emergency Dispatch

As an extension of Area Manager, emergency locate tickets are automatically dispatched and receipt must be acknowledged within ten (10) minutes by the employee assigned to the work area. If acknowledgement is not timely, our technology escalates the emergency call every ten (10) minutes to ensure timely response. Escalation continues until response is confirmed.

Fleet GPS and Telematics

All USIC vehicles are tracked by GPS. This provides USIC documentation regarding services provided while providing a tool that enables us to monitor route efficiencies, safe driving behavior and idle times that drive cost and environmental impact.

Big Data via QlikView

USIC management leverages unprecedented amounts of industry data to drive timely and accurate locates. Several QlikView apps have been developed for internal use and are the backbone of our daily operating cadence.

Additional Technologies

In addition to the technologies included in our standard locating package, USIC has invested in innovative, new solutions.

DigCheck App

DigCheck is a mobile iOS and Android app that provides real time service details and positive response to excavators. We also have a DigCheck app for customers and we are developing an app for USIC Field Supervisors.



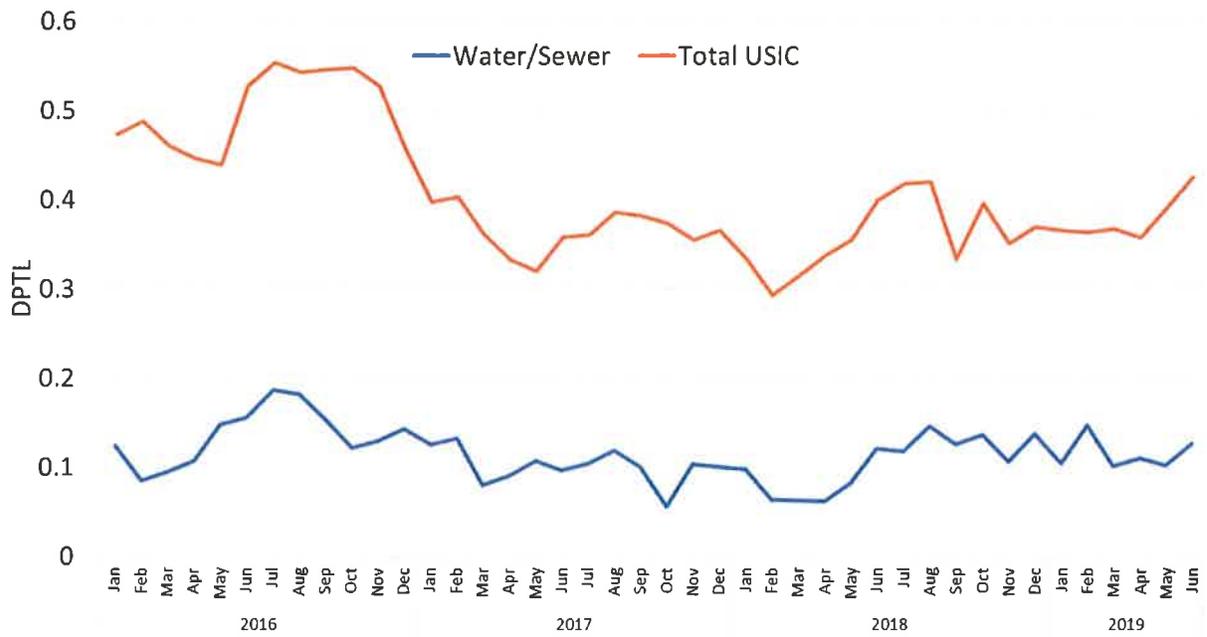


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SECTION 5

Damages for last 3 years

At Fault Damages per 1000 Locates USIC (2016 - Present)





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SECTION 6

Billing



Sample Invoice / Detail Back up

USIC Locating Services, LLC
PO BOX 713359
CINCINNATI, OH 45271
1-317-575-7849 - Office
USICBilling@usicllc.com - Email



Invoice No: 341091

CHATTANOOGA PUBLIC WORKS TN
455 Moccasin Bend Rd
CHATTANOOGA, TN 37405
Attn: ERIC BROOKS
Additional Info: TN

Date of Invoice: 7/31/19
Due Date: 8/30/19
Period: 7/1/19 - 7/31/19

Description	Quantity	Rate	Total
After Hours	10	\$ 31.83	\$ 318.30
Footage Single	2441	\$ 9.02	\$ 22,017.82
No Charge	33	\$ 0.00	\$ 0.00
Grand Total			\$ 22,336.12



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SECTION 7

Required Documents / Forms

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 12-SEP-19 at 2:00 PM

BID NUMBER: 305619

SEALED BIDS

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

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

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RFQ

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION USIC Locating Services LLC Company Name _____ Address 9045 N. River Rd. Ste. 300 _____ Indianapolis, IN 46240 _____ Phone/Toll-Free No. 317-575-7800 _____ Fax No. 317-575-7881 _____ eMail Address kerrykiefner@usicllc.com _____ Contact Person's Name Kerry Kiefner _____ Estimated Delivery October 1, 2019 _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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

TERMS OF PAYMENT: Net 30 days _____
TELEPHONE NUMBER: 317 575 7800 _____

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

COMPANY: USIC Locating Services, LLC
SIGNATURE: *Darin Stabaum*
NAME AND TITLE: Darin Stabaum, VP of Sales

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 12-SEP-19 at 2:00 PM

BID NUMBER: 305619

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Locating/Marking Utilities per ticket received from One-Call	10600	Each	<u>\$9.29</u>	<u>\$98,474</u>
2	Locating/Marking Utilities, After hours call out ticket	400	Each	<u>\$32.79</u>	<u>\$13,116</u>
3	Locating/Marking Utilities, per 500 feet for tickets that exceed 500 linear feet	15500	Each	<u>\$9.29</u>	<u>\$143,995</u>
4	Site Surveillance, per quarter hour	5	Hour	<u>\$13.11</u>	<u>\$65.55</u>
5	Damage Investigation fee	6	Each	<u>\$54.64</u>	<u>\$327.84</u>

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 317 575 7800

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

COMPANY: USIC Locating Services LLC

SIGNATURE: *Darin J. Stalbaum*

NAME AND TITLE: Darin Stalbaum, VP of Sales

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. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.



(Signature of Contractor)

VP of Sales, USIC Locating Services, LLC.

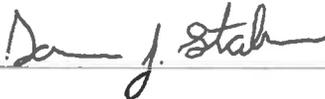
(Title and Name of Company)

September 9, 2019

(Date)

Chapter No. 817 (HB0261/SB0377).
"Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.

(SIGNED) 
(PRINTED NAME) Darin Stalbaum
(BUSINESS NAME) USIC Locating Services LLC
(DATE) 9/9/2019

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of Indiana

County of Marion

Darin Stalbaum (agent name), being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of USIC Locating Services, LLC. (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305619;
- (2) Darin Stalbaum (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Darin Stalbaum

Printed Name:

Darin Stalbaum

Title: VP of Sales

Subscribed and sworn to before me this 9 day of September, 2019.

Notary Public:

Robin Victoria Loh

My commission expires:

6/29/23



ADDENDUM NO. 1

BID NUMBER: 305619

BID TITLE: Locating & Marking Services for Underground Utilities

DEPARTMENT: Waste Resources Division

DATE OF ADDENDUM: September 10, 2019

ORIGINAL BID DUE DATE: September 12, 2019

ORIGINAL BID DUE TIME: 2:00 p.m., e.s.t.

REVISED BID DUE DATE: September 17, 2019

REVISED BID DUE TIME: 2:00p.m., e.s.t.

REASON: DEADLINE HAS BEEN EXTENDED:

Additional time needed to answer questions.

(SIGNED):



(DATE):

9/11/19

(COMPANY):

USIC Locating Services, LLC

Please sign one (1) copy of this page and return it with your quote, or separately and clearly labelled if your proposal has already been submitted, to the Purchasing Department (email: aberkowitz@chattanooga.gov; or fax to 423-643-7244 Attn: A Berkowitz; or mail to Purchasing Dept., Attn: A Berkowitz, 101 E. 11th Street, Suite G-13, Chattanooga, TN 37402.)

Retain a copy for your file.

ADDENDUM NO. II

BID NUMBER: 305619

BID TITLE: Locating & Marking Services for Underground Utilities

DEPARTMENT: Waste Resources Division

DATE OF ADDENDUM: September 11, 2019

BID DUE DATE: September 17, 2019

BID DUE TIME: 2:00 p.m., e.s.t.

REASON: ANSWERS TO QUESTIONS

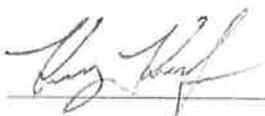
Q. On Page 3 of the PDF, Item 1 you ask for a price per ticket from one call and then again on item 3 but based on per 500'. What is the distinction here? Are you looking for the first 500' and then every 500 after?

A. Item 1 is the price per ticket and Item 3 is asking for the additional charge per 500' if the ticket is over 500 linear feet.

Q. On Page 9 of the RFQ you skip from Section 5 to Section 7. Assuming Section 7 is suppose to be Section 6. Can you please verify?

A. Yes, Section 7 should be numbered as 6.

(SIGNED):



(DATE):

9/11/19

(COMPANY):

USIC Locating Services LLC

Please sign one (1) copy of this page and return it with your quote, or separately and clearly labelled if your proposal has already been submitted, to the Purchasing Department (email: aberkowitz@chattanooga.gov; or fax to 423-643-7244 Attn: A Berkowitz; or mail to Purchasing Dept., Attn: A Berkowitz, 101 E. 11th Street, Suite G-13, Chattanooga, TN 37402.)

Retain a copy for your file.

ADDENDUM NO. III

BID NUMBER: 305619

BID TITLE: Locating & Marking Services for Underground Utilities

DEPARTMENT: Waste Resources Division

DATE OF ADDENDUM: September 17, 2019

ORIGINAL BID DUE DATE: September 17, 2019

ORIGINAL BID DUE TIME: 2:00 p.m., e.s.t.

REVISED BID DUE DATE: September 24, 2019

REVISED BID DUE TIME: 2:00p.m., e.s.t.

REASON: DEADLINE HAS BEEN EXTENDED:

Due to receiving only one (1) bid for Bid # 305619, per Purchasing Rules, the bid will be extended one (1) week. The new bid opening will be September 24, 2019

(SIGNED):



(DATE):

9/18/19

(COMPANY):

USIC Locating Services, LLC

Please sign one (1) copy of this page and return it with your bid, or separately and clearly labelled if your proposal has already been submitted to the Purchasing Department (email: aberkowitz@chattanooga.gov; or fax to 423-643-7244 Attn: A Berkowitz; or mail to Purchasing Dept., Attn: A Berkowitz, 101 E. 11th Street, Suite G-13, Chattanooga, TN 37402.)

Retain a copy for your file.



City of Chattanooga

Mayor Andy Berke

October 1, 2019

Mr. Justin Holland
Administrator, Public Works Department
Facilities Management Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: R190676– Haworth Open Office Landscape Furniture – City Wide –
Facilities Management Division – Public Works Department**

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract for Haworth Open Office Landscape Furniture for the Facilities Management Division. The contract will be for eleven (11) months with the option to renew for two (2) additional twelve (12) month terms. The State of Tennessee contract dates are September 1, 2019 and will be renewed through August 31, 2020 with two (2) renewal option. This contract will be utilizing the State of Tennessee contract number SWC238-64063. The estimated annual expenditure for this contract is not to exceed \$250,000. A copy of the State contract is attached. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this blanket contract to Nashville Office Interior (NOI), 611 3rd Avenue South, Nashville, TN 37210, which has a location in Chattanooga at 4167 South Creek Road, Chattanooga, TN 37406, based on the State of Tennessee bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



Contract Detail

Contract Pricing Extended to Local Governments and State Agencies

Contract ID: 0000000000000000000064063 **SWC 238- Office Furniture**
 Buyer Name: Lattner,Lindsey Buyer Email: lindseylattner@tn.gov
 Supplier: Nashville Office Interiors Inc Telephone 615-741-1035
 Contract Begin Date 09/01/2019 Contract End Date 08/31/2022

Contract Line Detail

Item ID	Item Description	Category ID	UNSPSC Code	Line	Unit of Measure	Base Price
1000139197	Furniture Installation Services, Hourly Rate, de-installation and re-installation	83080	72153606	1	HR	45.00000
1000139198	Consulting Services, Furniture -Related, Hourly Rate	83080	72153606	2	HR	65.00000
1000187200	Noise Suppression, Installation Services, Hourly Rate, de-installation and re-installation	84453	81141803	3	HR	153.00000
1000187201	Furniture Installation Services, After-hours and Weekend Hourly Rate, de-installation and re-installation	83080	72153606	4	HR	55.00000
1000187202	Noise Suppression Installation Services, After-hours and Weekend, Hourly Rate, including de-installation and re-installation	84453	81141803	5	HR	226.00000
1000187203	Noise Suppression, Consulting Services, Hourly Rate	84453	81141803	6	HR	154.00000
	Steel Files Storage/Caseloads - X Series, See Chart for Discount Percent	83975	80111617	7	P1	
	Locks- Lock Program, See Chart for Discount Percent	83975	80111617	8	P1	
	Steel Pedestal Storage/Files & Peds- V-Series, See Chart for Discount	83975	80111617	9	P1	
	Seating- Very Side & Task, See Chart for Discount Percent	83975	80111617	10	P1	
	Panels- Unigroup, See Chart for Discount	83975	80111617	11	P1	
	Panels- Unigroup II, See Chart for Discount	83975	80111617	12	P1	
	Worksurfaces- Adjustable Components, See Chart for Discount Percent	83975	80111617	13	P1	
	Pencil Tray/Peds- X Series, See Chart for Discount Percent	83975	80111617	14	P1	
	Tables, Height Adjustable	83975	80111617	15	P1	
	Tables- Hop & Jump Tables, See Chart for Discount Percent	83975	80111617	16	P1	
	Organizational Worktools- Belong & Jumstuff Work Tools, See Chart for Discount Percent	83975	80111617	17	P1	
	Tackboards/Slatwalls- Places, See Chart for Discount Percent	83975	80111617	18	P1	
	Seating/Chairs- Hello, To-do, Harbor Work Lounge, Openst, Poppy, See Chart for Discount Percent	83975	80111617	19	P1	
	Task Seating- Improv, See Chart for Discount Percent	83975	80111617	20	P1	
	Tables, Planes, Compose Wood Storage, Easel- Planes Tables, Compose wood, See Chart for Discount Percent	83975	80111617	21	P1	
	Deskings, Wire Management- Patterns, Reside Deskings, See Chart for Discount Percent	83975	80111617	22	P1	
	Caseloads- Pricelist 1 and 2, National, See Chart for Discount Percent	83975	80111617	23	P1	
	Seating- Tables 3 and 4, National, See Chart for Discount	83975	80111617	24	P1	
	Noise Suppression- Cambridge Sound Masking, See Chart for Discount	83975	80111617			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
NASHVILLE OFFICE INTERIORS**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Nashville Office Interiors ("Contractor"), is for goods and services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a C-Corporation

Contractor Place of Incorporation or Organization: 611 3rd Avenue South Nashville, TN 37210
Contractor Edison Registration ID # 0000091567

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Account Manager – This term shall have the meaning as ascribed to it in Contract Section A.9.l.
 - b. Ancillary Items – This term shall mean a Catalog category that includes items such as lockers, marker boards, noise suppression devices. This is a category of furniture that is further outlined in Section A.3.
 - c. Authorized User – This term shall have the meaning as ascribed to it in Contract Section E.7.
 - d. Catalog – This term shall mean the price list submitted in response to RFP #32110-19100, Release # 2 that will become Contract Attachment C. This Catalog shall contain, at a minimum, list price, item description, and part numbers for all goods and services being offered within the scope of this Contract. See Contract Section A.10 and Contract Attachment C for more information.
 - e. Consulting Services – This term shall mean services that include, but may not be limited to, space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior office design, and computerized installation drawings.
 - f. Casegoods – This term shall mean a Catalog category that includes, but is not limited to, bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. This is a category of furniture that is also further outlined in Section A.3.
 - g. Installation Services – This term shall mean services that include, but may not be limited to, all labor required to disassemble, assemble, deliver, set-up, install, or otherwise finish an office installation or remodel project.
 - h. Lead Installer – This term shall have the meaning as ascribed to it in Contract Section A.9.m.
 - i. Open Office Systems Furniture – This term shall mean a Catalog category that consists of objects that are movable, ergonomic, and intended to support the various activities that occur in an office setting. This term shall include items such as open office landscape furniture (i.e. systems furniture), cubicle walls, and cubicle-wall mounted cabinets and shelving, storage, filing, and associated accessories. This is a category of furniture that is also further outlined in Section A.3.
 - j. Seating – This term shall mean a Catalog category that includes, but is not limited to, executive, task/work, guest/side, reception/lounge, conference room, stackable/foldable, and stools. This is a category of furniture that is further outlined in Section A.3.
 - k. State Contract Manager – This term refers to the State contact listed in Contract Section D.2.
 - l. Tables – This term shall mean a Catalog category that includes freestanding units having a work surface that are supported by legs or pedestals and may include drawers, doors, or other storage elements. This is a category of furniture that is also further outlined in Section A.3.
- A.3. Furniture Categories and Requirements. The State's requirements for the Contractor's furniture product line, design, style, materials, workmanship, performance, safety, and services are set forth in this Section A of the Contract. See Attachment D - Office Furniture Renderings for physical representations and supplementary information for selected products. Note that not all options and requirements below may be outlined in the renderings shown in Attachment D. This Contract Section A.3 shall govern in the event of a conflict between the specifications outlined in Attachment D and Contract Section A.3. The furniture categories within the scope of this Contract include the following:

- a. Ancillary Items. The Catalog shall contain ancillary items including, but not limited to, the following:
- o Lockers:
 - Metal or laminate chassis with laminate door front; Doors shall be individually locking with use of a key/core;
 - Size per cubby shall be 18"d x 18"w x 18"h, with a depth or height variance of plus (+) or minus (-) 3"; a width variance of plus (+) or minus (-) 6" of these dimensions; and
 - One adjustable metal shelf per cubby.
 - o Mobile Marker Board:
 - Writable surface to be between 30-48" in width, with a variance of plus (+) or minus (-) 3";
 - Marker and eraser tray or holder to be included; and
 - Shall have marker board surface on both sides.
 - o Noise Suppression Device:
 - The Contractor shall grant the State access to a sound masking system, which will provide ambient background sound to reduce noise distractions, protect speech privacy, and increase office comfort. All components of the sound masking system shall be supplied by the same manufacturer. This sound masking system will be warranted in accordance with Section A.13.
 - The controller shall consist of all electronics required for operating a sound masking system from a single accessible location within the building in which the controller is installed. **Systems with distributed electronic packages above ceilings are not acceptable.** The controller shall provide zone control and shall be sufficient to generate sound masking, audio control, and audio power for a range of coverages. Each audio output shall provide four uncorrelated channels of masking noise to minimize phase interference and hotspots. The complete system shall consume less than 7 watts of power. The unit shall meet all requirements of Underwriters Laboratories (UL), the US and Canadian National Electrical Codes, FCC Part 15, and all pertinent UK and EU codes.
 - The emitter shall be a white finish and consist of a single 1.25" (3.17 cm) full range transducer installed in a sealed airtight enclosure. The enclosure and grill shall be one piece with material meeting UL Standard 2043 requirements for heat and smoke release, in accordance with the provisions of the following codes: National Electric Code, National Fire Protection Association (NFPA) 70; International Mechanical Code, NFPA 5000; Standard for the Installation of Air Conditioning and Ventilating Systems, and NFPA 90A. The emitter shall be provided with internal logic to automatically sequence 4 channels of mutually incoherent masking sound generators when connected with standard CAT type cables. Input and output receptacles shall be standard RJ45 quick connect network type with positive locking. A twist-and-lock mounting ring shall be provided for quick and secure mounting in ceiling materials. The enclosure shall provide a secondary attachment for a security cable where required by local authorities.
 - The cabling shall be plenum-rated UL-listed.
 - Any noise suppression devices in the Catalog shall be equal to or exceed the Cambridge QT Series line. Further testing, specifications, and warranty information can be found at the following URL: <https://cambridgesound.com/wp-content/uploads/2018/09/QtPro-Sound-Masking-System-Specification.docx>
 - Site verification services;
 - Control modules;
 - All white plenum rated UL-listed cabling; and
 - Installation services.
- b. Casegoods. This Catalog shall include contemporary wood veneer freestanding furniture and may include, but not be limited to, the following products:

- Wood breakfront desk approximately 36"d x 72"w with full modesty panel and locking box/box/file pedestal;
 - Wood bridge approximately 24"d x 48"w with full modesty and center drawer;
 - Wood credenza approximately 24"d x 72"w with full modesty panel and locking file/file pedestal;
 - Wood locking 2-drawer lateral file approximately 24"d x 36"w;
 - Wood locking set-on high back organizer approximately 72"w with glass-insert doors, 72"w tackboard, and task light;
 - Wood frame armed guest chair with upholstered seat and back;
 - Round wood table approximately 36"-42" in diameter with wood base; and
 - 5-shelf wood bookcase approximately 36"w.
 - Additionally, any Casegoods in the Catalog must be equal to or exceed the National Escalade, Paoli Kindle, or JSI Vision lines.
- c. Open Office Systems Furniture. The Catalog shall include a variety of component selections such as a full range of drawer and component accessories, variously-sized work surfaces, counter caps, and (but not limited to) the below products:
 - Acoustical panels;
 - Fully open frame panels (frame only; no insert tiles);
 - Glazed panels (frame with glass insert);
 - Glazed add-on panels (stackers, toppers) to increase panel height. To be available in frosted and clear glass To be approximately 16" in height;
 - High Pressure Laminate surface panels (finishes shall match all other finishes in the product line);
 - 78-85"h glass or acrylic hinged or sliding door. Shall be lockable; Cable management accessories;
 - Variety of power distribution entry product types, including base and ceiling entry that minimizes the occurrence of harmonics;
 - Slat or rail tile to accommodate paper management accessories;
 - Paper management accessories;
 - Articulating keyboard trays or drawers;
 - Coat hooks;
 - Marker boards, architectural wall, and panel mounted;
 - Tack boards, architectural wall and panel mounted;
 - 18" to 30" deep work surfaces;
 - Lower metal storage components in various depths (fixed BBF and FF pedestal, lateral file, mobile pedestal);
 - Key, wedge, or jetty work surface in 60" and 72" lengths;
 - Free standing items such as mobile box/file pedestal, 3-and-5 shelf metal bookcases, etc.;
 - Repair and replacement parts;
 - Wire management, through panel integrally or attached to surface; and
 - Deeper overhead storage components that are a minimum of 13" inside clear depth.
- All panels and components shall be of a design, material, and workmanship to withstand hard daily usage over an extended life with minimal maintenance and repair needed. All panels shall stand erect and rest firmly on their bases to assure a stable, safe, and stationary work station.
- Panels shall be capable of being arranged in a variety of configurations and shall have the capability of having two (2), three (3), or four (4) panels radiating from a single point.
- The panel system shall include panel widths (in 6" increments) from 24" to 48", with a variance of plus (+) or minus (-) 2" and at least four (4) panel heights in ranges from 28" to 36", 42" to 54", 60" to 69", and 80" to 85", with a variance of plus (+) or minus (-) 2".
- The system shall consist of connectors and panels which meet the fire resistance, safety and performance standards in Business and Institutional Furniture Manufacturers

Association (BIFMA) X5.6, American Society for Testing and Materials (ASTM) C-423, ASTM E-84, NFPA 701, and UL-1268.

- All system electrical components such as task lights and duplex receptacles are to meet all applicable UL requirements.
- Acceptable quality standards for panel fabrics and component fabrics will be manufacturer's qualifying grade that meets all criteria set forth in this Contract.
 - If testing of fabric or any other component is required to determine acceptability, the cost will be borne by the Contractor. The results of any testing by the manufacturer of any items must be provided by the Contractor to the State.
 - All manufacturers shall have a range of panel fabrics in a minimum of eight (8) fabric selections that shall include multiple grades offering a variety of graphics, patterns, and solids in each grade. Fabric selections shall have a minimum of eight (8) colors per selection as printed in the Catalog.
- The Contractor shall have in its product line, two-sided acoustical panels that have a minimum Noise Reduction Coefficient (NRC) rating of .65 and a minimum Sound Transmission Class (STC) rating of .14, as tested in accordance with ASTM-C-423. The Contractor shall provide a copy of the appropriate test results, upon the State's request.
- All surfaces shall resist stain and be easily cleaned.
- All panels shall have a device to make panels plumb and level in order to accommodate floors that are not level.
- The panel system shall allow for minor re-configuration of component loaded panels without disassembly.
- All panel trim and metal components shall be available in matching color selections, with one being medium grey, and shall be aesthetically compatible with the fabric selections.
- Powered panels shall have covers at all locations to comply with UL Listing requirements.
- The Contractor's Catalog shall adhere to the following requirements with respect to panels:
 - The Catalog shall include a full range of panels that incorporate an enclosed integral factory installed raceway for communications and power cables. Minimum capacity shall be six (6) 25-pair telephone cables. Panels with raceways shall include a factory installed electrical distribution system with power harnesses. In retrofit situations, a field installed electrical distribution system shall be available with the same power harness and communication cabling capacity as factory installed.
 - The electrical system shall be UL listed and meet the national electrical codes. The electrical distribution system shall provide a minimum of three (3) 20-amp circuits with duplex receptacles rated at 15 amps minimum. Panel-to-panel connectors must be positively attached without requiring field wiring or exposed wires. Connectors shall accommodate all possible panel connection configurations. Quick connect/disconnect receptacles (15 amp minimum) shall be field installed on each side of the panel. The raceway shall be enclosed but allow ready access to the electrical and cable area.
 - The Catalog shall also include external, add-on cable management capabilities and integral raceways. The electrical distribution system is required to minimize the occurrence of harmonics.

- The electrical distribution system shall have a conductor size that is a minimum of #12 AWG (American Wire Gage). Additionally, the electrical distribution system shall include a dedicated neutral wire for each power circuit or an oversized neutral wire (minimum of #10 AWG) for every two (2) power circuits. A minimum of two (2) ground conductors shall be provided for every four (4) circuits (one (1) for equipment ground and one (1) isolated ground).
- The panel electrical component in the raceway shall be an integral part of the panel, both factory and field installed.
- Where power access is not required through panels, a separate extended power connector shall be available to pass power through non-powered raceways.
- Raceway retrofit kits shall be available to convert both non-powered panels to powered panels, and powered panels to non-powered panels. Retrofit kits shall include, but not be limited to, powered base raceway, flexible power connector, and ported raceway cover. Panel base trims with knockouts are acceptable in lieu of ported raceway covers.
- All electrical retrofit kits shall be able to be installed without removing panels from a run.
- Panel base raceways shall be able to be accessed from either side of the panel.
- A specialized panel shall NOT be required to connect the building power distribution source.
- Ceiling power poles shall be able to extend from a 30"h panel (minimum) up to a ceiling height of 12'-0".
- Ceiling power pole shall be able to accommodate cabling while also minimizing additive harmonics.
- All panel duplex receptacles shall allow access, so that circuits can be changed in the field.
- Panel attached wire management components shall be available for routing power cords and cabling from overhead components to the panel or base raceway.
- Work surface attached wire management components shall be available for routing power cords and cabling from underneath a work surface to the panel or base raceway.
- The system shall include a portable (plug-in type) desktop power and data module that can be used to provide electrical power and data connections on top of the work surface.
- The system shall have connectors that can withstand not only the weight of loaded components, but can also take the stress of sliding a work station, intact, under these load conditions.
- The system shall have a connection system which furnishes rigidity while in place and flexibility when re-arranged.
- The connection system shall be non-progressive which allows removal of a panel in the middle of a configuration without disassembly of the entire configuration.
- Panel side rails shall have reveals slotted in a maximum of 1" increments for mounting separately specified panel hung components.
- Side trim rail shall be an integral part of the panel to insure maximum strength for hang on components. "Side trim" refers to the connectors.
- Top, side, and bottom trim shall be available for all panel sizes.

- Panel glides shall allow panels a 1-1/2" maximum range of vertical adjustment to maintain alignment of panel heights.
- Panel doors and frames shall be available for 78" minimum height panels.
- Panel door shall be 36" wide with a minimum clear opening width of 32" to comply with Americans with Disabilities Act ("ADA") and be available in left or right hand.
- Panel door assemblies shall include hinges, door knob, lock and key set. Lever type door knobs shall be available, in order to comply with ADA guidelines.
- Components, unless otherwise specified, shall be panel dependent. Components shall be sized to the indicated panel dimensions; therefore, the State recognizes that the panel dimensions dictate the component dimensions and shall take precedence over component sizes.
- Panels and components shall fit and align properly when in position with good uniformity in product quality. The system shall be void of sharp-edged components.
- Components shall meet all UL Class A fire development requirements and meet standards of ASTM E-84.
- The system shall have positive locking features so that the components will not accidentally detach.
- Work surfaces shall be free from exposed or sharp edges.
- Work surfaces shall be available with a notched opening, or a grommet, or a built in cord drop at the back edge of the work surface. to allow for easier power cord and cable access,
- Work surface grommets may be factory or field installed.
- Work surfaces shall be sized to a single panel of comparable width, or to a panel run of comparable width.
- Work surfaces shall be available in wood laminate finishes and solid laminate colors.
- Work surface support panels, metal leg, and floor supported pedestals shall be available, in addition to cantilever support brackets. Open leg, O-leg, and H-leg, are acceptable.
- Under-cabinet task lights shall be shipped fully assembled, except for mounting hardware.
- Coat hooks shall be available to attach to panels for individual use.
- All filing components such as open shelves, overhead storage with doors, and pedestals shall accommodate a minimum of legal and letter size files.
- Locks with key options of key-alike and master keying shall be the standard product offering on all overhead storage and pedestal filing components.
- Key alike and master keying options are to offer a minimum of 148 key number ranges for all lockable storage.
- To aid workers and in compliance with ADA guidelines, no single storage door will be used that is greater than 48" wide or require an upward or downward force of greater than 5 lbs. to open or close the door.
- All overhead storage components with doors shall be able to be opened or closed from both the seated or standing position, in accordance with ADA guidelines.

- All overhead storage components shall adhere to ADA guidelines.
- Overhead storage components shall be available with a minimum inside clear depth of 12-1/2".
- All overhead storage components shall be available in sizes of 6" width increments (i.e. 30", 36", 42", etc.)
- All overhead storage components shall mount on a single panel of equal width or a panel-run of equal width.
- All overhead storage components shall attach securely into panel side rail slots using a mechanical safety lock type system.
- Doors providing enclosed lockable storage shall be available for standard depth overhead storage components.
- All overhead storage units shall allow a task light of equal or lesser width to be attached to them.
- A minimum 14" high tack surface shall be available for placement under overhead storage components.
- All storage pedestals shall be one piece metal case construction.
- Storage pedestals shall be available in a variety of styles such as fixed or floor supported, mobile, and stationary to serve a variety of functions.
- Stationary pedestals shall fit under the work surface or be used as a freestanding unit. The unit shall have four (4) leveling glides (one (1) in each corner) to allow for a maximum adjustment range of 1".
- All doors and fully loaded pedestal drawers shall work smoothly without binding or racking.
- Metal storage pedestals shall be sized within 1" of the depth of the work surface to maximize storage capacity for user convenience. All file drawers shall be equipped with sides or rails to accommodate both letter and legal hanging file folders and either a side to side or front-to-back configuration.
- Paper management and organizational accessories shall include, but may not be limited to, utility or pencil trays for pedestals, shelf dividers for overhead storage components, and panel mounted types.
- Paper management accessories shall be available in horizontal, vertical, and diagonal configurations and be able to hang on panels or stand alone.
- Marker boards and tack boards shall either attach to panels of equal widths or to architectural walls.
- Marker boards shall have a durable and cleanable writing surface.
- Articulating keyboard trays or drawers in tilt and non-tilt versions and with and without mouse pads shall be available in the product line.
- Keyboard trays shall adjust for a wide range of keyboard sizes.
- Keyboard trays or drawers shall be storable under all work surface sizes.
- Keyboard mechanisms and hardware, when mounted, shall not extend more than 2-1/4" below the work surface.

- Keyboard trays or drawers shall have a smooth contoured underside that prevents clothing snags and “knee knock” by the user.
 - CPU holders shall be available to attach to the underside of worksurfaces for individual use.
 - All panel trim, tops, and sides shall be metal.
 - All panels shall have a consistent profile and thickness from the top of the panel down to the floor, including the thickness of the panel base raceway.
 - Any panels and work surfaces in the Catalog shall be comparable to the Haworth Unigroup Too lines.
 - Any steel overhead storage products in the Catalog shall be equal to or exceed the Haworth Unigroup Too line.
 - Any steel pedestal storage products in the Catalog shall be comparable to the Haworth Steel Casegoods X Series and V Series, or Haworth Beside Products lines.
 - All lower storage pedestal (box and file) drawers shall have full extension drawer slides.
 - Any personal lighting products in the Catalog shall be equal to or exceed the Haworth Reed Premier LED Task Light line.
 - Any organizational worktools products in the Catalog shall be equal to or exceed the Haworth Jump Stuff line.
 - Any computer support tools and monitor arms products in the Catalog shall be equal to or exceed the Haworth Ergonomic Worktools line.
- d. Tables. This Catalog shall contain freestanding units having a work surface that are supported by legs or pedestals including, but not limited to, the following:
- Round Table:
 - Steel X-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Standard dining height (30”h) option to be available in all diameters listed below;
 - Bar height (42”h) option to be available in 30”, 36”, and 42” diameters;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly; and
 - Range of sizes to include 30”, 36”, 42”, 48”, and 60” diameter.
 - Rectangular Table:
 - Steel X-base or T-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Standard dining height (30”h) and bar height (42”h) options to be available;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly;
 - Range of sizes to include 24”- 36”depths and 24”- 72” lengths, with a variance of plus (+) or minus (-) 2”; and
 - Casters to be an available option on 24x24 tables.
 - Training Table:
 - Steel C-base or T-base (shall not be round tubular style)
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have a mobile caster option for carpet or hard floor types;
 - Table shall include nesting, flip-top design for easy storage;
 - Shall include all necessary hardware for assembly;

- Tables to be available in sizes 24x54, 24x60, and 24x72, with a variance of plus (+) or minus (-) 2"; and
 - Tables shall have a power module option with wire management.
- Height Adjustable Table;
 - Steel C-base or T-base (shall not be round tubular style);
 - Rectangular Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Height shall be electrically operated (shall not be manual or crank-adjusted). Shall have standard up and down operation buttons (programmable function not necessary);
 - Table shall accommodate a height range in accordance with ANSI/BIFMA X5.5
 - Powered-table shall include a 3-prong plug-in cord with minimum 9' cord length;
 - Table shall be available in 24x60 and 30x72 with a variance of plus (+) or minus (-) 2";
 - Table shall coordinate with panel system widths and depths; and
 - Table shall include base wire management accommodations.
 - Small Meeting Table:
 - Steel post leg or T-base (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Shall include all necessary hardware for assembly; and
 - Range of sizes to include 30"x60" and 36"x72", with a variance of plus (+) or minus (-) 2".
 - Conference Table:
 - Steel post leg support (shall not be round tubular style);
 - Tops to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling;
 - Table shall be available in approximately 48"x96", 48"x120", and 48"x144" sizes;
 - Table shall be able to accommodate data and power as described below:
 - 48"x96": minimum of 4 duplex receptacles and 4 data ports;
 - 48"x120": minimum of 8 duplex receptacles and 8 data ports;
 - 48"x144": minimum of 8 duplex receptacles and 8 data ports; and
 - Table shall include wire management to completely conceal power and data cabling from the underside of the table to the floor.
 - Conference Credenza:
 - Top to be high pressure laminate finish with a matching vinyl edge;
 - Base shall have adjustable glides for leveling; and
 - Credenza doors shall be able to lock with core/key.
 - Side Table:
 - Steel base (shall not be round tubular style);
 - Round or square tops to be high pressure laminate finish with a matching vinyl edge;
 - Overall height to be approximately 16"-18"h;
 - Base shall have adjustable glides for leveling; and
 - Shall include all necessary hardware for assembly.
 - Shall be approximately 24" in diameter with a variance of plus (+) or minus (-) 2".
 - Coffee Table:
 - Steel base (shall not be round tubular style);
 - Rectangular or oval tops to be high pressure laminate finish with a matching vinyl edge;
 - Overall height to be approximately 16"-18"h;
 - Base shall have adjustable glides for leveling; and
 - Shall include all necessary hardware for assembly.

- Dimensions shall be approximately 24"x48" with a variance of plus (+) or minus (-) 2".
- Laptop Table:
 - Steel base stationary or mobile base is acceptable;
 - Top to be high pressure laminate finish with a matching vinyl edge;
 - Overall height to be approximately 30"h, with a variance of plus (+) or minus (-) 2"; and
 - Shall include all necessary hardware for assembly.
- The following requirements apply to each type of table listed above:
 - Vinyl edge to be PVC molding or equal;
 - Minimum top thickness 1.18";
 - Top and vinyl edge to be available in a range of colors to match seating and landscape furniture colors;
 - Minimum of 4 wood laminate patterns and 10 laminate solids/patterns; and
 - Minimum of 4 trim colors and 1 shall be medium grey.
- Any Tables in the Catalog must be equal to or exceed the Haworth Hybrid (round and rectangular tables), Haworth Planes Series (training, small meeting, conference, and height adjustable tables, as well as conference credenza), Haworth Pip (laptop table), and National Footings (side and coffee tables) lines.

e. Seating.

- The following types of seating shall be made available to the State under this Contract:
 - High Back Task Chair:
 - Shall be available in armless, fixed-arm, and height adjustable armed styles; and
 - Minimum back height 42" above finished floor.
 - Mid Back Task Chair:
 - Shall be available in armless, fixed-arm, and height adjustable armed styles: and
 - Minimum back height 37" above finished floor.
 - Oversized Task Chair:
 - Shall be available in armless and height adjustable armed styles;
 - Minimum back height 38" above finished floor;
 - Minimum seat width 23"; and
 - Durability to withstand 350 pounds as per manufacturer's warranty.
 - Task Stool:
 - Shall be available in armless and height adjustable armed styles;
 - Adjustable foot rest or ring shall be available;
 - Minimum adjustable seat height 22"–25" with a 5" maximum range (measured from floor to top of seat); and
 - Minimum back height 42" above finished floor.
 - Additional Task Chair Requirements:
 - A minimum of one high back, mid back, and oversized task chair each shall be used for 24/7, continuous use and operation shift work;
 - The following features apply to each of the high back, mid back, oversized and stool task chairs:
 - Shall be available in mesh back and upholstered back;
 - Armed options to be upholstered or synthetic cushioned arms with a minimum of 2" wide and contoured for comfort;
 - Waterfall or radius seat front;
 - Tilt swivel adjustment;
 - Pneumatic seat height adjustment;
 - Ergonomically contoured back for proper lumbar support;

- 5-star metal painted or epoxy coated base. Steel base with poly-caps are acceptable;
 - Minimum of 23" diameter 5-star base; and
 - Dual wheel soft and hard caster options shall be available.
- Upholstered Side Chair (non-ganging):
 - Waterfall or radius seat front;
 - Fixed loop arm and armless options;
 - Upholstered seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - Caster option available;
 - 4-Leg base;
 - Stacking option available; and
 - Minimum back height 30-1/4" above finished floor.
- Upholstered Side Chair (ganging):
 - Waterfall or radius seat front;
 - Fixed loop arm and armless options;
 - Upholstered seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - 4-Leg base;
 - Stacking option available; and
 - Minimum back height 30-1/4" above finished floor.
- Polypropylene Side Chair;
 - Waterfall or radius seat front;
 - Armless;
 - Polypropylene seat and back;
 - Standard glides (for hard and soft flooring surfaces);
 - 4-leg or sled base is acceptable;
 - Caster option available for dining height model;
 - Counter and/or bar height option available; and
 - Dining height model shall stack.
- Training Chair;
 - Waterfall or radius seat front;
 - Upholstered seat;
 - Flex back;
 - Polypropylene and upholstered back options shall be available;
 - Armed and armless options shall be available;
 - 4-leg base with casters for hard and soft surfaces; and
 - Shall stack or nest.
- Lounge Chair;
 - Fully upholstered seat, back, and arms;
 - 4" arm width minimum for comfort;
 - Mobile castered option (minimum of 2 wheels);
 - Tablet option shall be available; and
 - Contrasting fabric seat/back/arms.
- Ottoman;
 - Shall be available in cylinder and square shapes;
 - Fully upholstered seat and apron; and
- Shall include mobile casters for hard and soft surface types as options.
- Banquet Seating:
 - Fully upholstered seat and back;
 - Armless;
 - Shall have mid-back and higher back options available;
 - 90-degree vertical back for against-wall or back-to-back applications;
 - Seat height to coordinate with a standard 30"h dining table;
 - Extruded aluminum metal leg with adjustable glides;
 - Contrasting fabric seat and back;

- Coordinating laminate side table; and
 - Powered receptacle option to be available in either the chair or table.
 - All components shall be from the same manufacturer and series
- Classroom Seating (non-educational):
 - Waterfall or radius seat front;
 - Polypropylene seat and back;
 - Folding tablet arm shall be available;
 - Sled or 4-leg base acceptable; and
 - Floor saver glide.
- The high back task chair, mid back task chair, task stool, training chairs, upholstered side chairs (non-ganging), and the polypropylene side chairs, in this category shall be made and supplied by the same manufacturer as the Open Office Systems Furniture products offered under this Contract.
 - The oversized task chair, lounge, banquet, ottoman, upholstered side chair (ganging), and classroom seating may be from a different manufacturer than that of the Open Office Systems furniture.
 - All chairs in this Category shall have options available which include, but are not limited to, fully upholstered shell (back), pneumatic seat height adjustments, upholstered arms, glides, and casters.
 - Seating products shall meet the safety and performance standards of the most recently published edition of BIFMA X5.1.
 - Fabric upholstery and foam on all chairs shall be fire retardant and as appropriate, meet the requirements of State of California Bureau of Home Furnishings and Thermal Insulation, Technical Bulletin 116, Technical Bulletin 117, and Technical Bulletin 133.
 - Fabric upholstery shall meet the safety and performance standards of ASTM E1537 and E1353 and NFPA 701, 260, and 266.
 - Fabric shall be adhered to foam in such a way as to prevent fabric from pulling away from the foam.
 - All Seating shall be available in multiple grades of fabric and vinyl. The Contractor's line shall offer a minimum of ten (10) fabric selections in each grade including a variety of graphics, patterns, and solids, and two (2) vinyl selections. Both fabric and vinyl selections will have a minimum of eight (8) colors per selection as printed in the Catalog. If a fabric selection is discontinued, another comparable fabric selection shall be offered to replace it. Chair trim (any areas which do not receive upholstery fabric including back, base, and arms) and base colors shall be available in a minimum of two (2) choices, including black. After award, and as the situation dictates, The State reserves the right to select additional fabrics, colors, and grades to be added to the Catalog.
 - All adjustment mechanisms shall be within easy reach of the chair user. Adjustments shall be capable of being accomplished without the use of tools.
 - Any Seating products in the Catalog shall be equal to or exceed the Haworth Improv (high back, mid back, oversized task chairs, task stools, upholstered side chairs, classroom seating with folding tablet), Haworth Todo series seating (lounge chair), Haworth Hello series (mobile round ottoman), National Fringe (banquet seating and square ottoman), and Haworth Very series seating (polypropylene side chair and training chair) lines.

A.4. Excluded Furniture Categories. The furniture categories excluded from this contract include the following:

- Artwork;
- Audio-visual-related furniture;
- Auditorium/fixed seating;
- Data fixtures featuring facilitating technology applications or software;
- Education furniture (both higher education and K-12);
- Healthcare or hospital furniture;
- Information Technology furniture;
- Laboratory fixtures and equipment (including, but not limited to, filtration, hoods, plumbing fixtures, and technology applications); and
- Used, remanufactured or refurbished products.

- A.5. Consulting Services. The Contractor shall provide Consulting Services, upon written request of the Authorized User. Any Consulting Services fee shall be quoted, ordered and billed separately in accordance with the payment methodology outlined in Section C.3. Acceptance and approval of Consulting Services will be at the sole discretion of the Authorized User.
- A.6. Installation Services. Installation of products requiring custom or complex fitting due to the nature of the product (such as a panel or rotary file system) and for which the cost is not included in the List Price, shall be quoted, ordered and billed separately, in accordance with the payment methodology outlined in Section C.3. Acceptance and approval of labor for installation of such products will be at the sole discretion of the Authorized User.
- A.7. Testing. If testing of fabric or any other component is required by the State to determine acceptability, the cost will be borne by the Contractor. Where testing is required, Contractor shall provide one (1) complete set of each applicable test report to verify that the proposed items meet or exceed minimum standards. Test results from the manufacturer or a certified testing laboratory are acceptable and must be the most recent test report, as provided by the manufacturer or certified testing laboratory. Should there be any resultant discrepancy between the following listed publications and this Contract, this Contract shall take precedence. Below is a listing of Minimum Testing Standards for Furniture that must be met. The most current test date shall apply for each standard.
- a. American National Standards Institute (ANSI) / Business and Institutional Furniture Manufacturers Association (BIFMA) Safety and Performance Standards:
 - i. ANSI/BIFMA X5.1 – Office Seating;
 - ii. ANSI/BIFMA X5.4 – Lounge and Public Seating;
 - iii. ANSI/BIFMA X5.5 – Desk Products;
 - iv. ANSI/BIFMA X5.6 – Panel Systems; and
 - v. ANSI/BIFMA X5.9 – Storage.
 - b. American Society for Testing and Materials (ASTM) standards that must be met for applicable equipment are below:
 - i. ASTM C-423 sound absorption and sound absorption co-efficient by the reverberation method;
 - ii. ASTM E-84-18b standard method for testing of surface burning characteristics of building materials;
 - iii. ASTM E15137-16 fire testing of upholstered furniture; and
 - iv. ASTM E1353-16 cigarette ignition resistance of components of upholstered furniture.
 - c. National Fire Protection Association (NFPA) standards that must be met for applicable equipment are below:
 - i. NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textile and Films;
 - ii. NFPA 260 – Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture; and
 - iii. NFPA 266 – Standard Method of Test for Fire Characteristics of Upholstered Furniture Exposed to Flaming Ignition Source.
 - d. Underwriter's Laboratories, Inc. (UL) standards that must be met for applicable equipment are below:
 - i. UL-723 - Standard for Test for Surface Burning Characteristics of Building Materials; and
 - ii. UL 1286 – Standard for Office Furnishings.
 - e. California Bureau of Home Furnishings and Thermal Insulation (CAL) standards that must be met for applicable equipment are below:
 - i. CAL 116 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Upholstered Furniture;
 - ii. CAL 117 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Filling Materials Used In Upholstered Furniture; and
 - iii. CAL 133 – Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Seating Furniture Used in Public Occupancies.
- A.8. Reporting. Reporting shall provide statistical data on all purchases made from the Contract by Authorized Users. All quarterly reports shall be submitted to the State within thirty (30) calendar days after the end of the quarter in the template provided by the State in Microsoft Excel.
- a. Quarterly Usage Reports. The Quarterly Usage Report will be detailed and broken down by line item and include, but not be limited to the following:

- i. Contract number;
 - ii. Identify State or local entity;
 - iii. Contract line item number;
 - iv. Name of Authorized User;
 - v. Address of Authorized User;
 - vi. City of Authorized User;
 - vii. Order date;
 - viii. Invoice number;
 - ix. Item or service description;
 - x. Item or service category (i.e., Ancillary, Casegoods, Open Office Systems Furniture, Tables, Seating, Installation or Consulting);
 - xi. Manufacturer item number;
 - xii. List price;
 - xiii. Discount percentage;
 - xiv. Quantity ordered; and
 - xv. Amount billed.
- b. Inventory Report. Contractor shall provide a detailed and vetted furniture inventory report within five (5) business days from delivery of product, in format and of components acceptable to the State.
 - c. Custom Reports. The Contractor shall provide mutually agreed upon custom reports, as requested periodically by the State, at no additional charge to the State. The Authorized User may request custom reports from time-to-time. The Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

A.9. Service Level Agreements.

- a. Quotes. Contractor shall provide a quote response within five (5) business days (and drawings if necessary within ten (10) business days) of receipt of request from the State.
- b. Order Confirmation. Contractor shall provide acknowledgement, in writing, of receipt of a purchase order and placement of an order within two (2) business days of receipt of a purchase order.
- c. Purchase Orders. All goods and services to be furnished under this Contract shall be ordered by issuance of a purchase order document or purchase order number. The purchase order will indicate the detailed item description and shall include the details outlined in subsections 1 through 4 below. All purchase orders are subject to the terms and conditions of this Contract. In the event of any conflict between a purchase order and this Contract, this Contract shall control.
 - a. Purchase Order: Each purchase order shall reference this Contract by name and number and must be signed by an authorized signatory. Each purchase order shall include the following information at a minimum:
 1. Ship to address;
 2. Bill to address;
 3. Total Invoice Amount; and
 4. Details about the goods or service being provided – model number and all accessories shall be noted.
- d. Delivery. The Contractor shall deliver all goods within thirty (30) days of purchase order issue. Standard delivery of all goods will be inside and ready for use, unless otherwise stated on the Authorized User's purchase order. "Inside" means any location within an Authorized User's occupied building. "Ready for use" means the product is unpacked, assembled, inspected, and accepted by the Authorized User. The Contractor shall anticipate and make necessary arrangements for access to the delivery location considering presence and availability of loading docks, parking, and hours of operation.
 - a. Shipping Confirmation. Contractor shall provide acknowledgement, in writing, of manufacturer's ship date within two (2) weeks of receipt of a purchase order and subsequent order placement.
 - b. Delivery Confirmation. Contractor shall provide acknowledgement, in writing, of arrival of any goods and the receipt of these goods by an Authorized User within two (2) business days.

- e. Rush Delivery. At an Authorized User's request, the Contractor shall deliver the goods as a rush delivery quicker than the requirement outlined in Contract Section A.9.d. The timeframe for the rush delivery will be mutually agreed upon in writing, between the Authorized User and Contractor, and shall be consistent with the rush delivery options offered by the manufacturer of the goods being purchased. The expedited delivery cost shall be at the Authorized User's expense at the rate charged to the Contractor. The Contractor shall provide the Authorized User with the shipping and handling receipt from the delivery carrier as proof of cost for reimbursement to the Contractor.
 - a. During the period the goods are in transit or possession of the carrier, up to and including the date of acceptance by the State, the Contractor shall be responsible for all risk of loss or damage to the goods.
- f. F.O.B. Destination. All goods, with the exception of rush deliveries, shall be delivered F.O.B. Destination.
- g. Rejected Items or Late Delivery. In the event the Contractor fails to meet the requested delivery date, the Authorized User may cancel such order at that time, provided equipment has not been shipped from the Contractor's warehouse.
- h. Delivery Clean Up. The Contractor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the standard delivery of goods, from the Authorized User's location.
- i. Installation.
 - a. Contractor shall schedule installation with STREAM personnel within five (5) business days of receipt of product.
 - b. Contractor shall provide confirmation of completion or punch list of installation including implementation schedule for final completion of said punch list within two (2) business days of original scheduled installation.
 - c. Contractor shall complete all outstanding punch list items within a maximum of twenty one (21) days unless granted additional time, in writing, by the State.
 - d. Contractor shall provide acknowledgement project closeout and invoice all product and labor within five (5) days of completion.
- j. Returns and Restocking Fee. The State requires that each Contractor have no return or restocking fees for any products returned within thirty (30) days of receipt.
- k. Implementation and Transition. The Contractor shall provide a detailed implementation plan to the State Contract Manager describing all the activities necessary to successfully make operational the full scope of services required by the Contract within ten (10) working days of the Effective Date of this Contract. The Contractor shall obtain State approval of its implementation plan prior to implementation.
- l. Customer Service and Account Management
 - a. Service Organization: The Contractor is required to have a service organization that provides service satisfying the requirements of this Contract with representation to all of Tennessee's geographical areas. The Contractor will assign an account number to the State.
 - b. Account Manager: The Contractor shall supply an Account Manager to be the first point of contact with the State regarding this Contract, who shall be located within twenty (20) miles of the STREAM office in Nashville, Tennessee, on a regular basis for in-person meetings with State staff. This person will become familiar with the Contract, the State Agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager will be required to attend and participate in a quarterly business update meeting.
 - c. Quarterly Business Update: Each quarter, the Account Manager will review orders for goods, installation and consulting service orders, and, if applicable, substitutions or changes in the goods or product lines offered. The Account Manager will also present on the quarterly reports as described in Section A.8.
 - d. Weekly Review Meetings: Contractor shall participate in weekly review meetings and will be able to inform the State on the Contractor's performance on the service level agreements outlined in Contract Section A.9.

e. Hours of operation: The minimum hours of customer service operation will be Monday - Friday, 7:00 am to 5:00 pm CST, excluding State of Tennessee Holidays.

m. Lead Installer. The Contractor shall establish a Lead Installer for each project who will be the main on-site point of contact for the State during installation. The Lead Installer shall be responsible for activities including, but not limited to: attending pre-install meetings if requested by the State, confirming delivery dates, confirming installation dates, providing contact information for gaining building or dock access, reporting missing, delayed, or damaged items to the State and the Contractor, confirming receipt of drawings prior to install, ensuring all relative paperwork is signed and returned in a timely manner, attending punch walk-through, ensuring completion of punch list items, and reporting any electrical or data issues.

A.10. Catalog. The Catalog submitted in response to RFP #32110-19100, will be incorporated into Contract Attachment C. This Catalog shall contain, at a minimum, list price, item description, and part numbers for all goods within the scope of this Contract. The Contractor shall provide updates throughout the life of the contract within five (5) business days when requested by the State Contract Manager or any Authorized User. The State will request catalog updates no more frequently than on a quarterly basis.

A.11. E-Procurement Supplemental Category Management Functionality – Overview and Commitment. The Contractor shall participate in the TN SmartShop initiative. TN SmartShop is an e-marketplace of active statewide contracts where local governments and municipalities can leverage the buying power of the State to purchase goods and services.

A.12. Substitute Items Offered by the Contractor. In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: one (1) year after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on September 1, 2019 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be Twenty Million Dollars (\$20,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred and sixty-five (365) days ("Firm Price Period").
- a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.
 - b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
 - c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment C and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) State Designer Name
 - (4) Contract number (assigned by the State);
 - (5) Customer account name: State Agency & Division Name;
 - (6) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (7) Contractor name;
 - (8) Contractor Tennessee Edison registration ID number;
 - (9) Contractor contact for invoice questions (name, phone, or email);
 - (10) Contractor remittance address;
 - (11) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (12) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (13) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (14) Amount due for each compensable unit of good or service; and
 - (15) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

- a. The Contractor shall complete, sign, and present to the State:
- (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Lindsey Lattner, Category Specialist
Department of General Services
Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.,
Nashville, Tennessee 37243
Lindsey.Lattner@tn.gov
Telephone # 615-741-9282
Fax # 615-741-0684

The Contractor:

Joey McKinney, Account Manager
Nashville Office Interiors
611 3rd Ave. South
Nashville, TN 37210
Joey@noi-tn.com
Telephone # 615-329-1811
Fax # 615-329-1322

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized

services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments

or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the

Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or

disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101- 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A-D;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella

policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32110-19100, (Attachment B) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.7. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

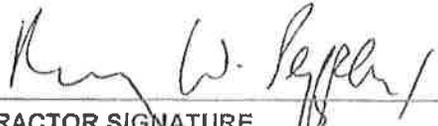
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

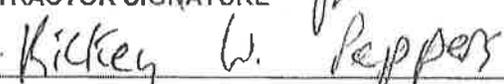
These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

IN WITNESS WHEREOF,

Nashville Office Interiors:

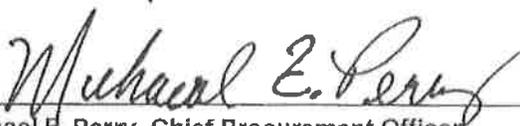


CONTRACTOR SIGNATURE 8/28/19
DATE

 President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of General Services, Central Procurement Office:

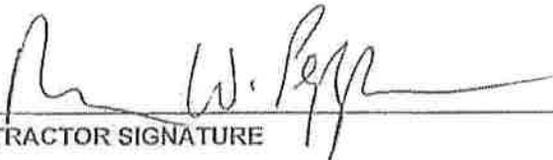


Michael R. Perry, Chief Procurement Officer 8/28/19
DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	SWC 238
CONTRACTOR LEGAL ENTITY NAME:	Nashville Office Interiors
EDISON VENDOR IDENTIFICATION NUMBER:	91567

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Rick Peppers, President

PRINTED NAME AND TITLE OF SIGNATORY

8/22/19

DATE OF ATTESTATION

LETTER OF DIVERSITY COMMITMENT



611 3rd Avenue South
Nashville, TN 37210

8/21/2019

Ms. Lindsey Lattner,

Nashville Office Interiors is committed to achieving or surpassing a goal of 5 percent spend with certified diversity business enterprise firms on State of Tennessee contract # SWC 238 Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of 5% participation on the SWC 238 by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:
Office Force, Small Business
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
5%.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:
Furniture Installation

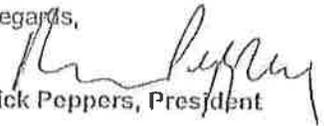
We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # SWC 238

Nashville Office Interiors is committed to working with the Go-DBE office to accomplish this goal.

Regards,


Rick Peppers, President

PRICING AND CATALOG

Subcategory	Item Description	Catalog	End User Discount
FM	Steel Files Storage/Casegoods	X-Series	72.00%
HA	Locks	Lock Program	78.00%
VS	Steel Pedestal Storage/Files & Peds	V-Series	78.00%
VY	Seating	Very Side & Task	60.00%
AA	Panels	Unigroup	85.75%
AC	Panels	Unigroup II	85.75%
CA	Worksurfaces	Adaptable Components	85.75%
FP	Pencil Tray/Peds	X-Series	72.00%
ED	Tables, Height Adjustable Tables	Hop & Jump Tables	62.00%
YA	Organizational Worktools	Belong & Jumpstuff Work Tools	65.00%
BA	Tackboards/Slatwalls	Places	85.75%
QA	Seating/Chairs	Hello, To-do, Harbor Work Lounge, Openst, Poppy	59.50%
JA	Task Seating	Improv	72.00%
TA	Tables, Planes, Compose Wood Storage, Easel	Planes Tables, Compose Wood	66.50%
PT	Desking, Wire Management	Patterns, Reside Desking	60.00%
NL1	Casegoods, Pricelist 1 and 2	National	58.25%
NL2	Seating, Tables 3 and 4	National	58.25%
CB	Noise Suppression	Cambridge Sound Masking	39.70%

Furniture Installation Services Hourly Rate (including de-installation and re-installation)	\$45.00
Furniture After-hours and Weekend Installation Services Hourly Rate (including de-installation and reinstallation)	\$55.00
Noise Suppression Installation Services Hourly Rate (including de-installation and re-installation)	\$153.00
Noise Suppression After-hours and Weekend Installation Services Hourly Rate (including de-installation and re-installation)	\$226.00
Furniture -Related Consulting Services Hourly Rate	\$65.00
Noise Suppression -Related Consulting Services Hourly Rate	\$154.00