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TUESDAY, NOVEMBER 20, 2018
CITY COUNCIL AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Mitchell).
- III. Minute Approval.
- IV. Special Presentation.
- V. **Ordinances – Final Reading:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 10, Section 10-33, so as to adopt the 2012 Edition of the International Energy Conservation Code as amended as the official Energy Code of the City of Chattanooga.](#)
- b. [An ordinance amending Chattanooga City Code, Part II, Chapter 14, so as to adopt the 2017 Edition of the National Electrical Code and certain appendices as revised and amended as the official Electrical Code of the City of Chattanooga.](#)

PLANNING

- c. [2018-199 Allen Jones % ASA Engineering & Consulting \(R-2 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 6109 Wilder Lane, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning and Staff\)](#)
- d. [2018-185 Sonia Carder \(R-1 Residential Zone to R-2 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 786 Winding Hills Lane, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone, subject to certain conditions. \(District 3\) \(Recommended for approval by Planning and Staff\)](#)

Agenda for Tuesday, November 20, 2018

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- e. [2018-198 Joseph Ingram % Ingram Gore & Associates, LLC \(R-1 Residential Zone to RZ-1 Zero Lot Line Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located in the 7600 block of Davidson Road, more particularly described herein, from R-1 Residential Zone to RZ-1 Zero Lot Line Residential Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning\)](#)
- f. [2018-195 Travis Todd & Thomas and Hutton Engineering Company \(D-RM-4 Downtown Residential Multi-Unit 4 Stories Maximum Height Zone to D-CX-6 Downtown Commercial Mixed Use 6 Stories Maximum Height Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 315 Walnut Street, more particularly described herein, from D-RM-4 Downtown Residential Multi-Unit 4 Stories Maximum Height Zone to D-CX-6 Downtown Commercial Mixed Use 6 Stories Maximum Height Zone. \(District 7\) \(Recommended for approval by Planning and Staff\)](#)
- g. [2018-186 Chazen Companies % Justin Tirsun \(R-3 Residential Zone and C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1405 Fagan Street, more particularly described herein, from R-3 Residential Zone and C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone. \(District 8\) \(Recommended for approval by Planning and Staff\)](#)
- h. [2018-188 Adamson Developers, LLC % Charles Adamson \(C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 2208 Glass Street, more particularly described herein, from C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone. \(District 9\) \(Recommended for approval by Planning and Staff\)](#)

VI. **Ordinances – First Reading:**

PLANNING

- a. [2018-160 Somerset Partners of TN % Jimmy Allen \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 584 Boy Scout Road, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning\) \(Deferred from 11/13/18\)](#)

2018-160 Somerset Partners of TN % Jimmy Allen (R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 584 Boy Scout Road, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. (Staff Version)

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- b. 2018-187 Lawson Real Estate GP % Bill Crawford (C-2 Convenience Commercial Zone and R-4 Special Zone to M-1 Manufacturing Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6246 Dayton Boulevard, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to M-1 Manufacturing Zone, subject to certain conditions. (District 3) (Recommended for approval by Planning and recommended for denial by Staff) (Deferred from 11/13/18)
- c. 2018-167 Bill Sanders/Trotters Place, Inc. (R-4 Special Zone to C-5 Neighborhood Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 6750 Shallowford Road, more particularly described herein from R-4 Special Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. (District 6) (Recommended for approval by Planning) (Deferred from 11/13/18)

2018-167 Bill Sanders/Trotters Place, Inc. (R-4 Special Zone to C-5 Neighborhood Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 6750 Shallowford Road, more particularly described herein from R-4 Special Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. (Staff Version)

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VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

SHORT TERM VACATION RENTAL

- a. [2018-20 Matthew W. Raulston. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00103 for property located at 501 Tucker Street. \(District 2\) \(Deferred from 11/06/18\)](#)
- b. [2018-22 Gilbert Austin Renegar. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00124 for property located at 4217 Michigan Avenue. \(District 7\)](#)
- c. [2018-23 Connie Carrick & James Rogers. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00119 for property located at 858 O'Grady Drive. \(District 1\)](#)
- d. [2018-24 Farhad Raiszadeh. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00100 for property located at 3828 Pennsylvania Avenue. \(District 7\)](#)
- e. [A resolution authorizing the Administrator for the Department of Economic and Community Development to accept a First Tennessee Community Development Grant from First Tennessee Bank to be used to increase the supply of affordable rental housing and housing for homeownership available to the City's low to moderate income households by preserving existing affordable housing stock; providing housing and services to special needs populations; and improving/increasing opportunities for citizens to access/retain affordable housing, in the amount of \\$70,000.00.](#)

FINANCE

- f. [A resolution authorizing payment to the Southeast Tennessee Development District for 2018 dues, in the amount of \\$33,534.80 and the Regional Tourism Initiative, in the amount of \\$5,000.00, for an amount not to exceed \\$38,534.80.](#)

HUMAN RESOURCES

- g. [A resolution authorizing Collins and Company to pay an on-the-job injury settlement to William McMillan, in accordance with the City's injury on duty policy, in the amount of \\$51,191.16.](#)
- h. [A resolution authorizing the Director of Human Resources to exercise option to renew an annual agreement with BlueCross/BlueShield of Tennessee to provide Medicare Retirees with two \(2\) health plan options: \(1\) Medicare Advantage Health Option 1 for \\$300.00 per member per month; and \(2\) Medicare Advantage Health Option 2 for \\$372.00 per member per month.](#)

- i. A resolution authorizing the Director of Human Resources to execute a two (2) year agreement with three (3) one (1) year renewal options with OnSite Rx, Inc. for on-site pharmacy services, as outlined below, for an estimated total amount not to exceed \$8 million per year.
- j. A resolution authorizing the Director of Human Resources to enter into an agreement with Industrial/Organizational Solutions (I/O Solutions) for the purpose of promotional assessment services for the Chattanooga Fire Department, for a term of one (1) year, with the option to renew for two (2) one (1) year periods, for a total contract amount not to exceed \$116,685.00.

PUBLIC WORKS AND TRANSPORTATION

Transportation

- k. A resolution authorizing WGC, Inc. % Mike Wall, on behalf of property owner, Chuck Pruett, to use temporarily the right-of-way located along the sidewalk area located at 501 Cherokee Boulevard for the purpose of installing exterior restaurant seating, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 1)
- l. A resolution authorizing TSO Chattanooga Development, LP % A. Boyd Simpson, property owner, to use temporarily an encroachment into the right-of-way located along the rear of 728 Market Street, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- m. A resolution authorizing Wood E&I Solutions, Inc. % Martha Woods, on behalf of property owner, Bob Witsell, to use temporarily the right-of-way located along the Madison Street Road frontage of 700 E. Main Street for the purpose of installing a fence, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- n. A resolution authorizing Herby Dixon, property owner, to use temporarily the right-of-way located along the alley between 1701 & 1703 Lynnbrook Avenue and 1700 & 1702 South Hawthorne Street for the purpose of public access, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 8)

VIII. Purchases.

Agenda for Tuesday, November 20, 2018

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IX. Other Business.

Approval of certification for new grocery stores wishing to sell wine:

- a. MAC's Convenience Stores LLC d/b/a Circle K #2803612, 234 Browns Ferry Road (District 1)**
- b. MAC's Convenience Stores LLC d/b/a Circle K #2803641, 8935 Lee Highway (District 6)**

X. Committee Reports.

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

XII. Adjournment.

TUESDAY, NOVEMBER 27, 2018
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Chairman Smith).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading:**

PLANNING

- a. 2018-160 Somerset Partners of TN % Jimmy Allen (R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 584 Boy Scout Road, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. (District 1) (Recommended for approval by Planning) (Deferred from 11/13/18)

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- c. [2018-167 Bill Sanders/Trotters Place, Inc. \(R-4 Special Zone to C-5 Neighborhood Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 6750 Shallowford Road, more particularly described herein from R-4 Special Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning\) \(Deferred from 11/13/18\)](#)

[2018-167 Bill Sanders/Trotters Place, Inc. \(R-4 Special Zone to C-5 Neighborhood Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 6750 Shallowford Road, more particularly described herein from R-4 Special Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. \(Staff Version\)](#)

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6. **Ordinances – First Reading: (None)**

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Mayor to execute a Declaration of Restrictive Covenants, in substantially the form attached, for seven \(7\) City-owned parcels located in the floodway and identified as Tax Parcel Number 117C-A-009 at 1134 Mountain Creek Road; Tax Parcel Number 117P-C-006 at Norman Lane; Tax Parcel Number 117P-C-027 at 108 Signal Hills Drive; Tax Parcel Number 117P-C-028 at Signal Hills Drive; Tax Parcel Number 117P-C-030 at Signal Hills Drive; Tax Parcel Number 117P-C-032 at Norman Lane; and Tax Parcel Number 117O-A-011.03 at 832 Mountain Creek Road. \(District 1\)](#)
- b. [A resolution authorizing the Mayor to enter into a lease agreement, in substantially the form attached, with Chattanooga Radio Control Club, at 4246 Woodland Drive, on a portion of Tax Parcel Number 140-133, for the lease of approximately six \(6\) acres and a defined fly zone for the flying of model airplanes, club meetings, and other connected activities, for a term of three \(3\) years, with the option to renew for an additional term of one \(1\) year, for the annual rent in the amount of \\$200.00 per year. \(District 4\)](#)

- c. A resolution authorizing the Administrator of the Department of Economic and Community Development to enter into an agreement with Southeast Tennessee Development District (SETDD) for a three (3) year period beginning on December 1, 2018 and ending on November 30, 2021, to, on behalf of the City of Chattanooga, apply for Environmental Protection Agency (EPA) Brownfield Assessment and Clean-Up Grants.
- d. A resolution authorizing Brightbridge Inc. (Subrecipient), on behalf of the City of Chattanooga, to assign, as per Section XIII(4)(a), "Assignability," of the current Subrecipient agreement between the City of Chattanooga and Brightbridge, Inc., the agreement to Southeast Tennessee Development District (SETDD) (Subrecipient) and furthermore, authorizing the Administrator of the Department of Economic and Community Development to enter into a new agreement with SETDD, in substantially the form attached, for a three (3) year period beginning on December 1, 2018 and ending on November 30, 2021, to, on behalf of the City of Chattanooga, administer the Housing and Urban Development (HUD) Section 108 Guarantee Loan Fund Program.

FINANCE

- e. A resolution authorizing Tanikia Jackson, Deputy City Finance Officer, to sign vouchers, requisitions and other necessary documents for and on behalf of the Finance Department effective as of October 1, 2018.

HUMAN RESOURCES

- f. A resolution amending Resolution No. 28367 entitled "A resolution adopting the City of Chattanooga Employee Information Guide and allowing changes to any and all information presented to City Council for approval within six (6) months of the resolution effective date of September 8, 2015, one (1) year from the effective date, and annually thereafter" to reflect changes effective January 8, 2019.
- g. A resolution authorizing the appointment of Zlatko Kozlica, as a special police officer (unarmed) for the Department of Economic and Community Development, to do special duty as prescribed herein, subject to certain conditions.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- h. A resolution authorizing the approval of Change Order No. 1 (Final) for Tri-State Roofing Contractors of Chattanooga, TN, relative to Contract No. Y-17-019-201, replacement roofing for Shepherd YFD Center Building, for an increased amount of \$18,546.00, for a revised contract amount not to exceed \$173,615.00. (District 6)

Agenda for Tuesday, November 20, 2018

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- i. A resolution authorizing the approval of Change Order No. 1 for Hefferlin+Kronenberg Architects, PLLC, relative to Contract No. Y-15-008-101, The Avondale Youth and Family Development Center, for an increased amount of \$164,798.00, for a revised contract amount of \$505,298.00. (District 8)
 - j. A resolution authorizing the approval of Change Order No. 1 for J & J Contractors, Inc., relative to Contract No. Y-15-008-201, the New Avondale Youth and Family Development Center, for an increased amount of \$166,539.00, for a revised contract amount of \$4,952,539.00, and to re-establish a contingency amount of \$183,461.00. (District 8)
 - k. A resolution authorizing the City Finance Officer to execute any and all documents necessary related to a loan agreement with the Tennessee Department of Environment and Conservation (CW7 2019-428) for financing of capital construction projects required by the Consent Decree for the Interceptor Sewer System (ISS), for a total project cost in the amount of \$3 million. (Consent Decree)
 - l. A resolution authorizing the City Finance Officer to execute any and all documents necessary related to a loan agreement with the Tennessee Department of Environment and Conservation (SRF 2019-429) for financing of capital construction projects required by the Consent Decree for the Interceptor Sewer System (ISS), for a total project cost in the amount of \$21 million. (Consent Decree)
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 11-20-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
PO546737 Public Works Department	Blanket Contract Renewal - Grinding of Wood/Brush/Leaf Material Services, City Wide Services, Public Works Department	6	5	Ooltawah Cleaning & Grinding 5200 Bell Ridge Road Apison, TN 37302	Estimated \$360,000.00 Annually	General Fund	Blanket Contract Renewal - Grinding of Wood/Brush/Leaf Material Services - City Wide Services - Public Works Department. The City of Chattanooga is renewing the first (1st) renewal option for twelve (12) months through December, 2019, with one (1) renewal option remaining. There were six (6) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
R177181 Public Works Department	New Blanket Contract - Irrigation System Repair Services, Parks Division, Public Works Department	8	2	Lawn Pro's of Chattanooga P.O. Box 21892 Chattanooga, TN 37421	Estimated \$35,000.00 Annually	General Fund	New Blanket Contract - Irrigation System Repair Services - Parks 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 eight (8) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
R176632 Public Works Department	New Blanket Contract - Playground Inspection Services, Parks Division, Public Works Department.	9	2	Playground Guardian, LLC P.O. Box 240981 Charlotte, NC 28224	Estimated \$45,000.00 Annually	General Fund	New Blanket Contract - Playground Inspection Services - Parks 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 nine (9) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
R176697 Public Works Department	Two New Blanket Contracts, Manhole Inspection Services, Waste Resource Division, Public Works Department	11	11	Professional Services Group, LLC 2101 Stratford Drive Deland, FL 32724 and Compliance EnviroSystems, LLC 1401 Seaboard Drive Batton Rouge, LA 70810	Estimated \$250,000.00 Annually	Waste Resource Division	Two New Blanket Contracts - Manhole Inspection Services - Waste Resource Division - Public Works Department. The City of Chattanooga will issue two (2) new contracts for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were eleven (11) direct bid solicitations and we received eleven (11) responses in the publicly advertised bid proceedings.
R178968 Public Works Department	Purchase of GC/MS Instrument for Analysis of Volatile Organic Compounds, Waste Resource Division, Public Works Department	-	-	Agilent Technologies 5301 Steven Creek Blvd. Santa Clara, CA 95051	\$97,959.90	Waste Resource Division	Purchase of GC/MS Instrument for Analysis of Volatile Organic Compounds - Waste Resource Division - Public Works Department. The City of Chattanooga will purchase one (1) to replace the GC/Instrument currently in use that is twenty (20) years old and which parts are difficult to replace. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
PO546529 & PO546530 Public Works Department	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	Estimated \$300,000.00 Annually	General Fund	Blanket Contract Renewals - Vehicle Collision Repair & Services - Fleet Management Division - Public Works Department. The City of Chattanooga will renew the first (1st) contract renewal option for twelve (12) months through November, 2019, with one(1) renewal option remaining. There were nine (9) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.

R178189 Information Technology Department	New Blanket Contract for ESRI Small Enterprise Agreement, Information Technology Department	-	-	ESRI 380 New York Street Redlands, CA 92373	Estimated \$50,000.00 Annually	General Fund	New Blanket Contract - ESRI Small Enterprise Agreement - Information Technology Department. The City of Chattanooga will issue a contract for twelve (12) months ending November 2019. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
PO528980 Information Technology Department	Blanket Contract Renewal - Computer Technology, Equipment, and Supplies, Information Technology Department	-	-	CDW Government, Inc. 230 N. Milwaukee Avenue Vernon Hills, IL 60061	Estimated \$4,500,000.00 Annually	General Fund	Blanket Contract Renewal - Computer Technology, Equipment, and Supplies - Information Technology Department. The City of Chattanooga is renewing the fourth (4th) contract renewal option through November, 2019. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
R1777301 Department of Youth & Family Development	New Blanket Contract - Floor Care at Head Start Centers, Department of Youth & Family Development	6	3	Alternative Source 4205 Dodds Avenue Chattanooga, TN 37407	Estimated \$33,000.00 Annually	General Fund	New Blanket Contract - Floor Care at Head Start Centers - Department of Youth & Family Development. There were six (6) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.



City of Chattanooga

Mayor Andy Berke

October 23, 2018

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

**Subject: Contract Renewal of Blanket PO No. 546737 – Grinding of
Wood/Brush/Leaf Material Services – City Wide Services – Public Works
Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 546737 for Grinding of Wood/Brush/Leaf Material Services, City Wide Services, Public Works Department. The City of Chattanooga is renewing the first (1st) renewal option for twelve (12) months through December, 2019, with one (1) renewal option remaining for an estimated annual amount of \$360,000. A copy of the signed letter from vendor, and a copy of the contract is enclosed.

The original invitation to bid was sent to six (6) vendors as well as formally advertised. Bids were received from five (5) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 546737 for Grinding of Wood/Brush/Leaf Material Services to Ooltewah Cleaning & Grinding, 5200 Bell Ridge Road, Apison, TN 37302.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



City of Chattanooga

Mayor Andy Berke

October 17, 2018

Ooltewah Clearing & Grinding
Attn: Tommy Stafford
5200 Bell Ridge Drive
Apison, TN 37302

Subject: 546737 – Grinding of Wood/Brush/Leaf Material Services

Dear Mr. Stafford,

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be December 10, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to mckeel@chattanooga.gov if you agree to renewal.

As always we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: Tommy Stafford Date: 10-19-18

Sincerely,

Mark McKeel, Buyer
City of Chattanooga
Phone: (423) 643-7236 Fax: (423) 643-7244

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: 812182 Ooltewah Clearing & Grinding 5200 Bell Ridge Dr Apison, TN 37302
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PO Date: 08-DEC-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 546737 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.: 159980 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Grinding of Wood/Brush/Leaf Material Services This Shall Be A Twelve (12) Month Blanket Contract To Supply Grinding of Wood/Brush/Leaf Material Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Tommy Stafford (423) 236-5390 (423) 236-4616 (fax) sasafford@comcast.net City Contact: Ricky Colston (423) 643-6828 Contract Term: December 11, 2017 thru December 10, 2018 Approved By City Council on December 5, 2017					

***** 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: 812182
	Ooltewah Clearing & Grinding 5200 Bell Ridge Dr Apison, TN 37302

PO Date: 08-DEC-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 546737 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	Grinding of Wood/Brush/Leaf Material	0.00	Ton	\$ 15.9500	\$ 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

November 14, 2018

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

**Subject: 177181 / 305252 – Irrigation System Repair Services – Parks Division –
Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Irrigation System Repair Services, Park Division, Public Works Department. 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 \$35,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Bids were received from three (3) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Lawn Pro's of Chattanooga
Fallingwater Irrigation

Conserva Irrigation of Chattanooga

I recommend awarding the blanket contract for Irrigation System Repair Services to Lawn Pro's of Chattanooga, P.O. Box 21892, Chattanooga, TN 37421, as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Fischer Landscape Company, Inc
2821 Benton Avenue
Chattanooga, TN 37406

**Lawn Pro's Landscape of
Chattanooga**
PO Box 21892
Chattanooga, TN 37421

**Conserva Irrigation of
Chattanooga**
8110 Savannah Hills Drive
Ooltewah, TN 37363

**Grass & More Outdoor Services,
Inc**
8153 East Brainerd Road
Chattanooga, TN 37421

Howard Landscape Group, LLC
1511 Maxwell Road
Chattanooga, TN 37412

**Ooltewah Nursery & Landscape
Company, Inc**
5829 Main Street
Ooltewah, TN 37363

Falling Water Irrigation
6426 Levi Road
Hixson, TN 37343

Evergreen Landscaping LLC
343 Resource Parkway
Winder, GA 30680

Date: October 17, 2018

Requisition No.: 177181

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on October 31, 2018*

**Requisition / Bid No.: R177181 / 305252
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Irrigation System Repair Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on October 31, 2018

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M., EST on October 24, 2018

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

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

The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: Landscape of Chattanooga

Mailing Address: P.O. Box 21852

City & Zip Code: Chattanooga, TN 37421

Phone/Toll Free No.: 423-667-1787

Fax No.: _____

E-Mail Address: sbrethun@landscapeofchattanooga.com

Contact Person: Sean Brethun

Company Title: President

Signature: [Signature]

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 31-OCT-18 at 2:00 PM

BID NUMBER: 305252

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
Requisition / Bid No.: 177181 / 305252 Ordering Dept.: Parks Division, Public Works Department Buyer: Mark McKee Phone No.: 423-643-7236					
Items Being Purchased: Irrigation System Repair Services					
ATTACHMENTS: 1. Specifications & Bid Form (8 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see page 3 & top of page 4 of specs) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held October 24, 2018 at 10:00 AM, in the Purchasing Conference Room At City Hall, 101 East 11th Street, Chattanooga, TN 37402 Attendance at the Pre-Bid is Preferred.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Irrigation System Repair Services for Parks Division.					
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					
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 OCTOBER 31, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305252) ON OUTSIDE PACKAGING					
**** 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.					

BID SOLICITATION



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

BID OPENING DATE AND TIME: 31-OCT-18 at 2:00 PM
BID NUMBER: 305252
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.

V E N D O R	RFQ
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M A I L T O	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
unless specific written exceptions are otherwise stated. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name <u>Law & Pros of Chattanooga</u> Address <u>PO Box 21562</u> <u>Chattanooga, TN 37424</u> Phone/Toll Free No. <u>423-667-1787</u> Fax No. _____ eMail Address <u>SBath@lawandpros.com</u> Contact Person's Name <u>Sam Bath</u> Estimated Delivery _____ 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: _____

TELEPHONE NUMBER: _____

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

COMPANY: Law & Pros of Chattanooga

SIGNATURE: [Signature]

NAME AND TITLE: Sam Bath Pres.

BID SOLICITATION



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

BID OPENING DATE AND TIME:
31-OCT-18 at 2:00 PM

BID NUMBER: 305252

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Service Technician Labor	500	Hour	<u>35.00</u>	_____
2	Service Technician Labor OT	50	Hour	<u>90.00</u>	_____
3	Water Analysis Technician	50	Hour	<u>45.00</u>	_____
4	Trencher	25	Hour	<u>50.00</u>	_____
5	Skid Steer	25	Hour	<u>65.00</u>	_____
6	Mini-excavator	25	Hour	<u>65.00</u>	_____
7	Materials; _____ % Markup	2500	Each	<u>10 %</u>	_____
8	Turf Replacement; _____ % Markup	2500	Each	<u>10 %</u>	_____
9	Specialized Equipment Rental; _____ % Markup	2500	Each	<u>10 %</u>	_____

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

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

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER _____

COMPANY: Lowry Bros

SIGNATURE: [Signature]

NAME AND TITLE: Sam Butler, Project Manager

**Specifications for
Irrigation System Repairs
City of Chattanooga, PWD Parks Division
(10/2/2018)**

1. General

1.1 Scope of Work

The scope of work covered by these specifications includes the supply of labor and parts for on-site repairs of the irrigation systems owned by the City of Chattanooga's Department of Public Works, as described herein. Irrigation systems are located throughout Chattanooga and the surrounding region. In addition to repair services, Parks shall partner with CONTRACTOR in a Geolocation project for City irrigation systems.

Any questions or comments related to the services described in these Specifications may be directed to the City Purchasing Department.

1.2 Length of Contract

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

1.3 Qualifications of Repair Service Providers

- The service technician to perform general repair and geolocation services shall have at least 5 years of work experience with irrigation system repairs.
- Parks may request a water conservation audit of existing irrigation systems. This shall be performed by a technician with at least 5 years of experience in analyzing water consumption and conservation in irrigation systems.
- The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall staff all work performed with a knowledgeable, English-speaking supervisor, and with experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards.
- Services provided shall be performed by qualified and trained service personnel that are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.

1.4 Instructions to Bidders

Bids for this Contract should consist of (1) hourly labor rate for each type of service provider that performs services described herein, (1) hourly overtime labor rate for each Certified Irrigation Technician and Certified Irrigation Contractor, and (1) percentage markup on materials and parts. The prices shall include all travel time to and from the job site, lodging, tools, overhead, and any and all other related expenses. The hourly payment shall not begin until the crew arrives at the job site.

Bidders are encouraged to schedule site visits prior to bidding. Visits may be scheduled with Assistant Director of Parks, Seth Flener, (423)643-6125, sflener@chattanooga.gov, or General Supervisor Layne Tuttle, (817)269-8673, jtuttle@chattanooga.gov.

1.5 General Conditions

Bidders shall submit (2) copies of bids, including:

- a. Completed bid proposal form. The Bid shall include the cost per hour for each type of labor and equipment to provide irrigation system repairs, and a percent markup on materials and specialized outside services not normally performed by the vendor. The costs per labor hour shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs. Specialty equipment, materials, and services required for the work but not described herein will be invoiced by the CONTRACTOR at cost plus a percent markup. All hourly rates begin once CONTRACTOR is onsite. No mileage or travel expense will be allowed.
- b. List of at least five businesses, schools, or municipalities to whom the CONTRACTOR has supplied Irrigation System Maintenance or Repair services in the past five years. The list shall include customer name, name of contact that has worked directly with the CONTRACTOR, address and telephone number of customer.

Preference will be given to local businesses. CONTRACTOR is expected to arrive at an emergency work site in under two hours to begin work.

Upon award of the contract, the City will require copies of licenses/certifications for each technician that may work on service calls subject to this contract.

The City of Chattanooga reserves the right to reject any or all bids, to waive any information in Bids received, and to accept any Bid which, in its opinion, may be in the best interest of the City.

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to

Bidders” that have been made a part of this solicitation, and are posted on the website <http://chattanooga.gov/purchasing/standard-terms-and-conditions>

1.6 Warranty

The Vendor shall warrant and guarantee the work performed for a period of 90 days following delivery of the work to the City. The work shall be guaranteed and warranted against defective workmanship and materials.

If City has any problems with the work performed within the 90 day period after the work has been done, there will be no charge applied if the Vendor is called back to the Property.

However, if, when Vendor returns, the Vendor identifies a problem that is not related to the work previously carried out, the Vendor will advise City of the cost estimate for labor and any replacement parts or components necessary to rectify the matter. Subject to City signed authorization, the Vendor will then fix the problem and City will be charged for the time it takes for the Vendor to rectify the matter and for the cost of any necessary parts or components.

The CONTRACTOR is expected to perform all work in a competent and professional manner. Any damage to the assigned property, either direct or indirect, resulting from the CONTRACTOR or his employees must be repaired fully and completely at the cost to the CONTRACTOR, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.

1.7 Requirements for Insurance Coverage:

The CONTRACTOR shall be insured and bonded to the following limits:

COVERAGES	LIMITS OF LIABILITY
Workman’s Comp Employer’s Liability	Statutory \$750,000
Bodily Injury Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each occurrence \$1,500,000 aggregate
Automobile Property Damage	\$750,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

The CONTRACTOR shall provide proof of these insurance and bonding requirements at the time of the bid.

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

1.8 Basis for Award

Awards shall be made to the responsible and responsive CONTRACTOR submitting the best bid, considering the following:

- Proposed Schedule of Services
- Conformity to Specifications
- Price
- Ability to Perform

1.9 Sole Vendor

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

1.10 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Department of Public Works, and Parks Division work rules and regulations when on site.

Proof of current licenses shall be submitted with the Bid

1.11 Inspection

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

1.12 Failure to Provide Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fail to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

2.0 Services and Parts

2.1 Corrective Maintenance Services

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

CONTRACTOR will furnish all labor, materials, and equipment to repair and/or test all irrigation system components and provide sod replacement as required and upon proper authorization by a representative of the City of Chattanooga. Sod replacement is required for repairs in areas affecting or removing sod in excess of 10 square feet. City must approve any replacement soil or sod prior to installation.

2.2 Timesheets

Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime.

Timesheets shall include all work performed, indicating the hours of work, use of specialized equipment, and/or use of approved subcontractors. City maintains the right to have Vendor's employees to clock in and out on PWD provided TimeClock. Work Order Numbers are to be specified on all Timesheets and TimeClock transactions. TimeClock information is for PWD use only. Punching the Timeclock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice.

2.3 Parts and Repair Components

The Vendor shall provide a stock of spare parts that shall be readily available to expedite full repairs. All new irrigation systems or components shall be manufactured by Rain Bird, Hunter, or approved equivalent.

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

same estimate process shall be followed. The decision on whether or replace or repair an irrigation system shall be made by the Parks Director or his designee.

2.4 Subcontractors

Subcontractors must be approved by the City prior to commencing work. City shall have final approval of work performed.

3.0 Execution

3.1 Work Schedule

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

3.2 Record of Repairs

The Vendor shall provide a record of all repairs and services made during each work period. A copy of this record shall be given to Parks General Supervisor within one week after the work is completed.

3.3 Initiation of Work

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

3.4 Payment of Services

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

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

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

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

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

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

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

and copy sent to:

Parks Department
1503 Middle Street
Chattanooga, TN 37408
ammccormick@chattanooga.gov

**Bid Form
Irrigation System Repair Services**

Company Name: Laura Potts of Chaffin

Line	Price	
Service Technician	\$ 35.00	/HR
Service Technician Overtime	\$ 50.00	/HR
Water Analysis Technician	\$ 45.00	/HR
Trencher	\$ 50.00	/HR
Skid Steer	\$ 65.00	/HR
Mini-excavator	\$ 65.00	/HR
Turf Replacement % Markup	10	%
Materials % Markup	10	%
Specialized Equipment Rental % Markup	10	%

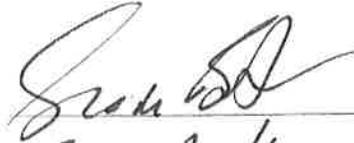
Please list additional equipment that could be used in the Irrigation System Repairs (use second sheet for additional equipment):

_____	\$ _____ /HR

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

Sam Bratton

(BUSINESS NAME)

Lucan Pros of Chattanooga

(DATE)

10-31-18

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Sam Broff

(Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of

Lucas Proff of

Ch. of Proff

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation #

305252

, and said

Business 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:

Sam Broff

Printed Name:

Sam Broff

Title:

Pres,

Date:

10-31-18

Landscape Services Inc
Aldis New construction installation
Taylor 6159822893
1170 Mundy St
Chattanooga, TN 37405

Happy Feet International
Paige Johnson 4237797860
529 Rollins Blvd
Ringgold, Ga 30736

Raceway Gas Stations
Yaank Patel 4236982800
3459 Amnicola Hwy
Chattanooga, TN 37406

Channing Creek
Rosemarie Coleman 4233167806
8266 Chula Creek
Chattanooga, TN 37421

Hamilton County Health Dept
Roy 4236371567
921 E 3rd St
Chattanooga, TN 37403



City of Chattanooga

Mayor Andy Berke

November 14, 2018

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

**Subject: 176632 / 305251 – Playground Inspection Services – Parks Division –
Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Playground Inspection Services, Park Division, Public Works Department. 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 \$45,000.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from two (2) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Playground Guardian, LLC RL Consultants, Inc

I recommend awarding the blanket contract for Playground Inspection Services to Playground Guardian, LLC, P.O. Box 240981, Charlotte, NC 28224, as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Item #	Item	UOM	Quantity	RL Consultants, Inc		Playground Guardian, LLC	
				Unit Price	Total Price	Unit Price	Total Price
1	Playground Inspection, per Site	Job	60	\$ 2,500.00	\$ 150,000.00		
2	Annual Training for Parks Staff	Year	1	\$ 10,000.00	\$ 10,000.00		
3	Permanent Access to Software at End of Contract	Each	1	\$ 18,000.00	\$ 18,000.00		
1	Safety Audit, per Site	Job	60			\$ 450.00	\$ 27,000.00
1	One Time ADA Assessment, per Site	Job	60			\$ 200.00	\$ 12,000.00
1	H/C & Gmax Analysis, per Site	Job	60			\$ 100.00	\$ 6,000.00
2	Annual Training for Parks Staff	Year	1			\$ -	\$ -
3	Permanent Access to Software at End of Contract	Each	1			\$ -	\$ -
TOTAL:					\$178,000.00		\$45,000.00

No Charge as long as contract for inspections is valid
 Free Full Access to Park Protector Software System during contract period

Playground Guardian
P.O. Box 240981
Charlotte, NC 28224

American Parks Company
230 E. Hunt Street
McKinney, TX 75069

Parcs Ltd
409 Harmony Road
Ayr, Ontario, Canada
ON N0B 1E0

Playground Equipment USA
305 West Diamond Avenue
Gaithersburg, MD 20877

Pro Playgrounds
1563 Capital Circle SE #144
Tallahassee, FL 32301

Park Pro Playgrounds
3878 Civic Center Drive
Las Vegas, NV 89030

Midwest Playscapes, Inc
8632 Eagle Creek Circle
Savage, MN 55378

Lee Recreation, LLC
260 W. Main Street
Cambridge, WI 53523

**Innovative Playground Services
Inc**
3112 US-11
Lisle, NY 13797

Date: October 18, 2018

Requisition No.: 176632

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on November 1, 2018*

**Requisition / Bid No.: R176632 / 305251
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Playground Inspection Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on November 1, 2018

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M., EST on October 25, 2018

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

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

**The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: Playground Guardian LLC

Mailing Address: PO Box 240981

City & Zip Code: Charlotte, NC 28224

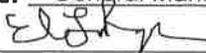
Phone/Toll Free No.: 877-984-0418

Fax No.: 704-525-7356

E-Mail Address: eddie@playgroundguardian.com

Contact Person: Eddie LaRocque

Company Title: General Manager

Signature: 

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 01-NOV-18 at 2:00 PM

BID NUMBER: 305251

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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A 101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No : 176632 / 305251 Ordering Dept.: Parks Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Playground Inspection Services ATTACHMENTS: 1. Specifications & Bid Form (8 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see page 2 of specs) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. NOTE: A Pre-Bid Conference will be held October 25, 2018 at 10:00 AM, in the Purchasing Conference Room At City Hall, 101 East 11th Street, Chattanooga, TN 37402 Attendance at the Pre-Bid is Preferred. This Shall Be A Twelve (12) Month Blanket Contract To Supply Playground Inspection Services for Parks Division. 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. 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 NOVEMBER 1, 2018 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305251) ON OUTSIDE PACKAGING **** 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,					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 01-NOV-18 at 2:00 PM

BID NUMBER: 305251

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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unless specific written exceptions are otherwise stated.

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

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

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

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

Company Name Playground Guardian LLC
 Address PO Box 240981
Charlotte, NC 28224
 Phone/Toll-Free No. 877-984-0418
 Fax No. 704-525-7356
 eMail Address eddie@playgroundguardian.com
 Contact Person's Name Eddie LaRocque
 Estimated Delivery _____

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
 TELEPHONE NUMBER: 877-984-0418

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

COMPANY: Playground Guardian LLC
 SIGNATURE:
 NAME AND TITLE: Eddie LaRocque -General Manager

BID SOLICITATION



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

BID OPENING DATE AND TIME:

01-NOV-18 at 2:00 PM

BID NUMBER: 305251

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Safety Audit - per site One Time ADA Assessment - per site HIC & GMax analysis - per site	60	Job	\$450.00 \$200.00 \$100.00	\$45,000.00
2	Annual Training for Parks Staff	1	Year	Free - as long as contract for inspections is valid	\$0.00
3	Permanent Access to Software at End of Contract	1	Each	\$0.00 Free Full access to Park Protector Software System during contract period. Permanent access at end of contract to all inspections performed during contract period.	\$0.00

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

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

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

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 877-984-0418

COMPANY: Playground Guardian LLC

SIGNATURE:

NAME AND TITLE: Eddie LaRocque - General Manager

**Specifications for Low Frequency Playground Inspections
And related software system
For City of Chattanooga, PWD Parks Division
7/26/2018**

General

1. Scope:

This specification covers Annual Playground Safety Inspections, including low-frequency inspections, audits, ADA inspections, and Playground Surface Testing. Additionally, this specification includes access to Inspection Software, and Maintenance and Inspection Training for Parks employees. Inspection Software shall include a playground equipment inventory function, which may be updated regularly.

The length of the contract for these services shall be for the period of one year, beginning the date the purchase order is issued by the City of Chattanooga, with an option to renew for two additional one-year periods, as agreed upon by the CONTRACTOR and the CITY.

Bidders are encouraged to schedule a visit to Playground sites prior to the bid opening. Visits may be scheduled with Assistant Director of Parks, Seth Flener, (423)643-6125, sflener@chattanooga.gov.

2. Conditions and Instructions to Bidders:

- a. Completed bid proposal form
- b. List of at least five businesses, schools, or municipalities to whom the CONTRACTOR has supplied Playground Inspection services in the past five years. The list shall include customer name, name of contact that has worked directly with the CONTRACTOR, address and telephone number of customer.
- c. The CONTRACTOR shall comply with the Terms and Conditions posted on website <http://chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

3. Requirements for Insurance Coverage:

The CONTRACTOR shall be insured and bonded to the following limits:

- | | |
|---------------------------------|--|
| 1. Commercial General Liability | \$1,000,000 per occurrence
\$2,000,000 in general aggregate |
| 2. Automobile Liability | \$1,000,000 combined per occurrence |
| 3. Workman's Compensation | \$500,000 per accident |
| 4. Professional Liability | \$1,000,000 per claim and aggregate |

The CONTRACTOR shall provide proof of these insurance and bonding requirements at the time of the bid.

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

4. Basis for Award

Awards shall be made to the responsible and responsive CONTRACTOR submitting the best bid, considering the following:

- Proposed Schedule of Services
- Conformity to Specifications
- Price
- Ability to Perform

5. Basis for Bidding

- Per site cost for annual inspections, including all travel, materials, and incidentals necessary for the CONTRACTOR's representative(s) to perform inspections, as detailed in these specifications. Costs associated with Parks division access to Inspection and Maintenance software, for the length of the contract, should be factored in to this cost.
- Annual Maintenance and Inspection training for Parks division staff, including travel, materials, and incidentals, to be held at Parks Office location at 1503 Middle St, Chattanooga, TN 37408.
- Price for permanent Parks access to Inspection and Maintenance software at the end of the contract term.

6. Services – Description of Work Activities

6.1. Playground Safety Inspections, minimum ten per year, locations TBD:

For the first term of this contract, the inspections will be a combination of Audits, Low Frequency Inspections, ADA Assessments, and Surface Testing. It shall be assumed that no locations had an initial Audit at the time of installation, and CONTRACTOR will test all playground components for compliance with all applicable standards of the American Society for Testing & Materials (F1487-07, or any new standards, as they are updated) and the CPSC Handbook for Public Playground safety, with consideration for the recommended age range of users. In addition to the Audit, the CONTRACTOR will supplement this inspection with non-overlapping aspects of a Low Frequency Inspection, including identifying any issues with structural integrity, proper use zones, safety surfacing, entanglements and entrapments, exposed footers, loose or missing hardware, and problematic wear or damage to all playground components. In addition to the safety inspections for playground components, CONTRACTOR will conduct an ADA assessment (ASTM F1951-14), utilizing the most recent standards, including updates throughout the term of this contract. Finally, each inspection shall include Playground Surface Testing. The Safety Impact Test method must evaluate surface impact attenuation on playground surfacing materials, measuring GMAX and HIC.

6.2. Inspection Reports:

All inspection reports shall be made available to Parks, via an accessible Inspection Software system, within 7 days of inspection. CONTRACTOR will reference all applicable standards, hazard ratings, and make recommendations for improvement in reports. In addition, CONTRACTOR shall provide all quantitative data from inspections in reports. Copies of reports will also be sent with service invoices to facilitate prompt payment and internal audit procedures.

6.3. Maintenance and Inspection Training for Parks staff:

CONTRACTOR shall provide training for Parks staff annually. CONTRACTOR is encouraged to perform training during the inspection period in order to minimize travel costs and to provide in field training for Parks staff. Training will cover use of Inspection

Software system (a digital copy of user guide should be provided to Parks prior to training), as well as Inspection techniques and applicable standards. CONTRACTOR will provide all training materials, either in hard copies at the time of training, or in a digital format at least three business days prior to training.

Training Outcomes: Upon completion of training, Parks staff will be able to perform high frequency inspections of playground components, identify hazards as they develop, have an adequate understanding of standards associated with public playground accessibility and safety, access inspection reports and comprehend the data provided within the reports, and maintain proper documentation and record-keeping for playgrounds.

7. Qualifications for Prospective Bidders:

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

- A period of five years' experience in the performance of public playground safety and accessibility inspections
- Any person designated to be an inspector or trainer under this bid must be a Certified Playground Safety Inspector, in good standing throughout the term of this contract.

7.2. The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall staff all work performed with a knowledgeable, English-speaking supervisor, and with experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards.

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

8. Execution:

Playgrounds to be inspected each year shall be agreed upon by Parks and CONTRACTOR within ten working days after the issue of a purchase order. The CONTRACTOR shall have up to thirty working days after the issue of a purchase order to schedule initial inspections. All inspections shall take place during the period of September to November, annually. CONTRACTOR is encouraged to schedule annual training during the same period.

9. Payment:

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

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

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

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

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

9.4. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.

9.5. Markup will be calculated as the following example:

If the part costs vendor \$100.00,

and the Markup on contract is 10%,

City will reimburse Vendor \$110.00.

9.6. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

9.7. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

9.8. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

9.9 Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

9.10. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

City of Chattanooga
Parks Division
1503 Middle St
Chattanooga, TN 37408
ammccormick@chattanooga.gov

Bid

Line Item	Price
Safety Audit - per site One time ADA Assessment - per site HIC & GMax analysis - per site	\$450.00 \$200.00 \$100.00
Annual Training for Parks staff	Free - as long as contract for inspections is valid
Price for permanent access to software at end of contract	\$0.00 <small>Free Full access to Park Protector Software System during contract period. Permanent access at end of contract to all inspections performed during contract period.</small>

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows

- 1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- 3 The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4 In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
- 5 This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

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

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



(Signature of Contractor)

(Title and Name of Construction Company)

October 18, 2018

(Date)

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) 
(PRINTED NAME) Eddie LaRocque
(BUSINESS NAME) Playground Guardian LLC
(DATE) October 18, 2018

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Eddie LaRocque (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of Playground Guardian LLC

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305251, and said

Business 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:

Eddie LaRocque

Eddie LaRocque

Title: General Manager

Date: October 18, 2018

City of Chattanooga - References

Company:	Mecklenburg County Park & Recreation
Contact:	Greg Clemmer
Address:	5841 Brookshire Blvd, Charlotte, NC 28216
Telephone:	980-722-2339

Company:	Fulton County Schools
Contact:	Michael Peak
Address:	5270 Northfield Blvd., College Park, GA 30349
Telephone:	470-254-3434

Company:	Chicago Park District
Contact:	Marek Stankowski
Address:	1521 S. Linn White Dr., Chicago, IL 60605
Telephone:	312-745-2875

Company:	Horry County Schools
Contact:	Trevor Turner
Address:	335 Four Mile Road, Conway, SC 29526
Telephone:	843-488-6783

Company:	Collier County
Contact:	Stephen Weisberg
Address:	3925 Tamiami Trail East, Naples, FL 34112
Telephone:	239-252-4070

ADDENDUM NO: 1

REQ NO: 176632

FINAL SUBMITTAL: November 1, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Parks Division, Public Works

Changes to Bid No. 305251:

See attachment for updated information for the bid.

Req No: 176632 Playground Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name:



Company: Playground Guardian LLC

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

Playground Inspection Addendum

Inspection prices will be provided by type: one price for a Safety Audit, one price for a one-time ADA Assessment, one price for HIC & GMax analysis per site.

Annual training will take place over the course of two days, so that half of our crews may remain in the field at all times. A minimum of two hours of onsite software and app training and two hours of field inspection training is expected per day. Please include an additional price for Webinars as needed for new hires.

Permanent access to software system clarification: Parks not only wants permanent access to all inspections and inventories performed, but would also like the opportunity to purchase the software program at the end of the contract.



City of Chattanooga

Mayor Andy Berke

November 14, 2018

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

Subject: 176697 / 305247 – Manhole Inspection Services – Waste Resource
Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue two (2) blanket contracts for Manhole Inspection Services, Waste Resource Division, Public Works Department. 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 \$250,000.

The invitation to bid was sent to eleven (11) vendors as well as formally advertised. Bids were received from eleven (11) vendors shown below. Bid is retained on file in the Purchasing Office for your review upon request.

Vendors

Pipetek Infrastructure Services
Gulf Coast Underground, LLC
McKim & Creed, Inc
Metals & Materials Engineers, LLC
HydroStructures
Video Industrial Services, Inc

Professional Services Group, LLC
Compliance EnviroSystems, LLC
TREKK Design Group, LLC
Hydromax USA
Sweeping Corporation of America

Page 2

Manhole Inspection Services

I recommend awarding the two (2) blanket contracts for Manhole Inspection Services to (1) Professional Services Group, LLC, 2101 Stratford Drive, Deland, FL 32724, and (2) Compliance EnviroSystems, LLC, 1401 Seaboard Drive, Baton Rouge, LA 70810, as the lowest overall bids meeting specifications for the City of Chattanooga.

Respectfully yours,



**Bonnie Woodward
Director of Purchasing**

BW/mlm

Attachments

Item #	Item	Quantity	Pipelek Infrastructure Services Unit Price	Total Price	Professional Services Group, LLC Unit Price	Total Price	Gulf Coast Underground, LLC Unit Price	Total Price	Compliance EnviroSystems, LLC Unit Price	Total Price	McKim & Creed, Inc. Unit Price	Total Price	TREKK Design Group, LLC Unit Price	Total Price
1	Level 1 Manhole Inspections - On Road	250	\$ 85.00	\$ 21,250.00	\$ 49.98	\$ 12,495.00	\$ 300.00	\$ 75,000.00	\$ 58.00	\$ 14,500.00	\$ 120.00	\$ 30,000.00	\$ 88.00	\$ 22,000.00
2	Level 1 Manhole Inspections - Off Road	250	\$ 65.00	\$ 16,250.00	\$ 51.00	\$ 12,750.00	\$ 400.00	\$ 100,000.00	\$ 68.00	\$ 17,000.00	\$ 145.00	\$ 36,250.00	\$ 130.00	\$ 32,500.00
3	Level 2 Manhole Inspections - On Road	250	\$ 125.00	\$ 31,250.00	\$ 50.00	\$ 12,500.00	\$ 350.00	\$ 87,500.00	\$ 85.00	\$ 21,250.00	\$ 75.00	\$ 18,750.00	\$ 140.00	\$ 35,000.00
4	Level 2 Manhole Inspections - Off Road	250	\$ 135.00	\$ 33,750.00	\$ 53.00	\$ 13,250.00	\$ 500.00	\$ 125,000.00	\$ 95.00	\$ 23,750.00	\$ 100.00	\$ 25,000.00	\$ 205.00	\$ 51,250.00
TOTAL:				\$97,500.00		\$50,995.00		\$387,500.00		\$70,500.00		\$110,000.00		\$140,750.00

Item #	Item	Quantity	Metals & Materials Engineers, LLC Unit Price	Total Price	Hydromax USA Unit Price	Total Price	HydroStructures Unit Price	Total Price	Sweeping Corporation of America Unit Price	Total Price	Video Industrial Services, Inc. Unit Price	Total Price
1	Level 1 Manhole Inspections - On Road	250	\$ 105.00	\$ 26,250.00	\$ 100.00	\$ 25,000.00	\$ 80.00	\$ 20,000.00	\$ 123.00	\$ 30,750.00	\$ 75.00	\$ 18,750.00
2	Level 1 Manhole Inspections - Off Road	250	\$ 110.00	\$ 27,500.00	\$ 125.00	\$ 31,250.00	\$ 100.00	\$ 25,000.00	\$ 149.00	\$ 37,250.00	\$ 90.00	\$ 22,500.00
3	Level 2 Manhole Inspections - On Road	250	\$ 125.00	\$ 31,250.00	\$ 155.00	\$ 38,750.00	\$ 135.00	\$ 33,750.00	\$ 149.00	\$ 37,250.00	\$ 100.00	\$ 25,000.00
4	Level 2 Manhole Inspections - Off Road	250	\$ 130.00	\$ 32,500.00	\$ 185.00	\$ 46,250.00	\$ 175.00	\$ 43,750.00	\$ 165.00	\$ 41,250.00	\$ 125.00	\$ 31,250.00
TOTAL:				\$117,500.00		\$141,250.00		\$122,500.00		\$146,250.00		\$97,500.00

Hydrostructures, PA
126 Commerce Court
P.O. Box 1537
Pittsboro, NC 27312

Amtec Surveying, Inc
3355 Lenox Road
Suite 750
Atlanta, GA 30326

Strack, Inc
125 Laser Industrial Court
P.O. Box 850
Fairburn, GA 30213

Service Master, Inc
900 Creekside Road
Chattanooga, TN 37406

Compliance EnviroSystems, LLC
1401 Seaboard Drive
Baton Rouge, LA 70810

Sani-Tech JetVac Services, LLC
713 Melpark Drive
P.O. Box 40348
Nashville, TN 37204

Ace Pipe Cleaning, Inc
400 Truman Road
Kansas City, MO 64127

Professional Services Group
4468 E. Spring Garden Avenue
Suite A & B
Deland, FL 32720

Hydromax USA
344 Inderrieden Road
Chandler, IN 47610

Universal Service, Inc
506 Gibson Pond Road
Chattanooga, TN 37421

Utility Technologies
1531 Kensington Drive
Murfreesboro, TN 37130

Date: October 23, 2018

Requisition No.: 176697

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on November 6, 2018*

**Requisition / Bid No.: R176697 / 305247
Ordering Dept.: Waste Resource Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Sanitary Sewer Manhole Inspection Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on November 6, 2018

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

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

**The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: Professional Services Group, LLC _____

Mailing Address: 2101 Stratford Drive _____

City & Zip Code: Deland, Florida 32724 _____

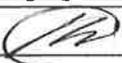
Phone/Toll Free No.: 386-804-4678 _____

Fax No.: _____

E-Mail Address: kwood@psgiperehab.com _____

Contact Person: kwood@psgiperehab.com _____

Company Title: Managing Member _____

Signature:  _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 06-NOV-18 at 2:00 PM

BID NUMBER: 305247

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
<p>Requisition / Bid No : 176697 / 305247 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No : 423-643-7236</p> <p>Items Being Purchased: Sanitary Sewer Manhole Inspection Services</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. Specifications & Appendix A (11 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) <p>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.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Sanitary Sewer Manhole Inspection Services for Waste Resource Division</p> <p>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.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON November 6, 2018 ***</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305247) ON OUTSIDE PACKAGING</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>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.</p> <p>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.</p> <p>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</p>					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 06-NOV-18 at 2:00 PM

BID NUMBER: 305247

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
<p>levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>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.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Professional Services Group, LLC</u></p> <p>Address <u>2101 Stratford Drive</u> <u>Deland, Florida 32724</u></p> <p>Phone/Toll-Free No. <u>386-804-4678</u></p> <p>Fax No. _____</p> <p>eMail Address <u>kwood@psgpipe rehab.com</u></p> <p>Contact Person's Name <u>Ken Wood</u></p> <p>Estimated Delivery <u>Jan 3, 2019</u></p> <p>Minority-Owned Business _____ Small Business <input checked="" type="checkbox"/> Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

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: 386-804-4678

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

COMPANY: Professional Services Group, LLC

SIGNATURE:

NAME AND TITLE: Ken Wood - Managing Member

BID SOLICITATION



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

SEALED BIDS

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

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BID OPENING DATE AND TIME:

06-NOV-18 at 2:00 PM

BID NUMBER: 305247

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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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	Level 1 Manhole Inspections - On Road	521	Each	<u>49.98</u>	<u>26,039.58</u>
2	Level 1 Manhole Inspections - Off Road	125	Each	<u>51.00</u>	<u>6,375.00</u>
3	Level 2 Manhole Inspections - On Road	130	Each	<u>50.00</u>	<u>6,500.00</u>
4	Level 2 Manhole Inspections - Off Road	135	Each	<u>53.00</u>	<u>7,155.00</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 10

TELEPHONE NUMBER: 386-804-4678

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

COMPANY: Professional Services Group, LLC

SIGNATURE:

NAME AND TITLE: Ken Wood - Managing Member

***SPECIFICATIONS FOR MANHOLE INSPECTIONS
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE***

Part 1 General

1.01 Scope

The work covered by this Section includes furnishing all labor, material, equipment and services required for performing Level 1 and 2 sanitary sewer manhole inspection services, authorized by the Engineering Coordinator. The objective of manhole inspection is to detect sources of inflow and infiltration, as well as determine the structural condition of the manholes.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and the related WASTE RESOURCES DIVISION facilities to determine the types, sizes, and quantities of manholes in the City of Chattanooga ISS as well as the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these services.

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Industrial Develop Board Buyer Geoffrey Hipp, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7233

1.02 General Provisions

A. The Contractor will be responsible to find and identify the manholes provided by the Engineering Coordinator. This may require walking through wooded/vegetated areas or sloped terrain to access the manholes.

B. The Contractor will be responsible for all equipment and tools necessary to safely access and inspect the manholes.

C. The Contractor shall perform inspections of the project manholes and record any defect discovered. The inspection shall include, at a minimum, surface, manhole cover and frame, chimney, walls, invert and all appurtenances. Unless specified otherwise, all manhole inspections shall be fully-conforming to National Association of Sewer Service Companies (NASSCO) MACP standards.

D. The Contractor shall use a digital camera to capture all images of manhole components, defects, inflow and infiltration and observations. The Contractor may use a combination of CCTV camera equipment and field data collection software for the manhole inspections with approval by the Engineer. If a standard digital camera is used, the camera must be equipped with a strobe flash and be capable of producing high resolution digital images with minimum of 5 mega pixel resolution.

Specifications Manhole Inspections
Water Resources Division

E. The Contractor will provide current certification that operators have undergone NASSCO MACP training prior to undertaking manhole condition assessment work for Owner. Unless specified otherwise, all defect coding used throughout the Project will conform to NASSCO MACP standards version 6.0.1.

F. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the Engineer weekly with a list of those manholes that could not be fully inspected due to being buried, surcharged, could not open, or otherwise unable to locate.

G. The Contractor's personnel conducting inspections must have at least 5 years' experience in the coding of the manhole condition assessments and must have reported upon more than 1,000 individual manhole inspections. Proof of such experience will be submitted prior to start of work. The Contractor must use NASSCO certified data collection software (MACP version 6.0.1), with final approval by the Engineer prior to the start of the Contract.

H. A GPS unit capable of sub-meter accuracy (horizontal +/- 3 feet) shall be used for documenting location of manholes not shown on the Owner's system maps.

1.03 Length of Contract

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide the attached bid tabulation for the first year of the Contract.

The City shall have the option of extending the Contract for four (4) additional one (1) year periods at the Vendor's unit prices.

1.04 Insurance

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

Specifications Manhole Inspections
Water Resources Division

- D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- I. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- II. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Part 2 Execution

2.01 Manhole Inspection

- A. All sanitary sewer manholes in the Project Area will be visually inspected to determine sources of inflow and infiltration and structural defects. The Contractor shall conduct a Level 1 surface inspection for every manhole and a Level 2 internal inspection shall be completed for select manholes at the direction of the Engineer Manager or designee. Inspections shall be done by completing MACP inspection forms as outlined in Part 3, Section 3.03 of this Specification.
- B. Level 2 inspections shall be conducted for every manhole showing visible signs of infiltration or defects.
- C. The Contractor shall provide for the pumping down of any surcharged manhole section and provide all bypass pumping, if required, during the inspection. The Contractor shall receive Engineer's approval prior to bypass pumping.
- D. The Contractor shall submit a comprehensive equipment list to the Engineer before commencement of the Work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):

Specifications Manhole Inspections
Water Resources Division

1. Safety equipment
 2. Flow diversion and flow control equipment
 3. Traffic control equipment
 4. All other equipment necessary for the completion of the Work
- E. Blockages in the system shall be reported to the Engineer immediately.
- F. A responsible representative of the Contractor shall be present on the site of the work, or other location approved by the Engineer, to provide supervision of the work. At all times, and especially when a change of work location is underway, the Contractor's representative shall keep the Engineer continuously aware of the location, progress, planned execution of the work, and problems encountered.
- G. Should the Contractor encounter a buried manhole during the course of inspection that cannot be readily accessed, the Contractor shall notify the Engineer.

2.02 Precautions

- A. The Contractor shall take all necessary precautions to ensure that water used does not flood property or buildings served by the sewer pipeline being inspected.
- B. A valved airline will be attached to bags or plugs used to control flow so that they may be deflated from the surface.
- C. The water level within structures will be observed and the minimum level that will cause flow to back up into buildings and cause property damage will be determined prior to initiating operations so that flooding of buildings and property will not occur.
- D. Remove all plugs when a setup is complete. Failure to do this may result in backup and property damage.
- E. The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for Work in sewers, manholes and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases, whether generated from sewage, soil strata or other source.
- F. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools, especially at night.
- G. The Contractor shall inform the Engineer before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously approved.

H. All pumps, generators, combination cleaners or other noise emitting equipment be shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The Contractor shall notify the Engineer of such use of plant or equipment in an emergency situation as soon as practicable.

2.03 Data Collection

A. The Contractor shall complete a separate Manhole Inspection Header Form, Manhole Component Observation Form, and Manhole Pipe Connection Form for each manhole inspected, both Level 1 and Level 2 inspections.

1. Level 1 inspections record observations of the manhole's condition as seen from the ground surface outside of the manhole.
2. In addition to the surface observations of Level 1 inspection, Level 2 inspections will identify defects of the manhole through a confined space entry of the manhole.
3. Manhole Inspection Header Forms, Manhole Component Observation Forms, and Manhole Pipe Connection Forms shall be filled out containing, at a minimum, the mandatory information required for Level 1 and/or Level 2 inspections per MACP (version 6.0.1).

B. For all Level 2 inspections, the Contractor must complete a Level 2 – Manhole Component Defect Form for each manhole inspected as directed by MACP (version 6.0.1).

1. This form shall be used to record all defects for the chimney, cone, wall, bench and channel only. All other manhole component defects shall be recorded in the Manhole Component Observation Form.
2. The form shall state whether or not the defects warrant repair.
3. When inspecting manholes all applicable PACP coding shall be utilized, except for tap codes, camera underwater code, and line direction codes.

C. All inspections shall be recorded on standard manhole forms provided by or approved by the Engineer.

D. Unless an alternative system is approved by the Engineer, all inspections data shall be entered, by the Contractor, into a NASSCO Manhole Assessment Certification Program (MACP) compliant database (version 6.0.1 minimum).

Specifications Manhole Inspections
Water Resources Division

- E. If inspection forms are filled out manually, all forms shall be scanned to Portable Document Format (PDF), with the file name being the MH identification number (example: S167N020.pdf).
- F. Inspections database shall be fully cross-referenced to all videos, images and reports. All media file names and relative path locations shall be present in the NASSCO MACP database.
- G. Digital photographs shall be captured of the exterior and the invert of each inspected manhole. All digital photographs captured from the exterior of the manhole shall be oriented so that the outgoing pipe connection is at the 6 o'clock position with respect to the camera view orientation.
- H. A digital still image shall be captured for each defect. All digital still images shall be in JPEG file format. If inspections are recorded in the field electronically into a NASSCO MACP database, all digital still images of defects shall be generated using a concatenation of standard MACP database fields in the format "Manhole ID_Condition ID_MACP Code". If inspections are recorded manually in the field, file names of defect digital still images shall follow the convention "Manhole ID_[sequential number]_MACP Code".
- I. Contractor shall maintain a copy of all report material. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
- J. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve reporting requirements identified in these Specifications.
- K. No work shall commence prior to approval of the submitted material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.
- L. When an unmapped manhole is discovered during an inspection, the Contractor shall assign a temporary field-assigned ID to the manhole. This temporary field ID shall be entered into the appropriate PACP database field (either "Upstream_MH" or "Downstream_MH"), and the comment "Unmapped MH" shall be entered in the PACP database field "Additional_Info". The inspection shall be terminated and a new inspection shall begin, so that the unexpected manhole effectively divides the pipe into two segments. The "Total_Length" field for the terminated inspection shall be populated with the distance in feet at which the unexpected manhole was discovered during inspection. The pipe segment receiving the next inspection shall be assigned a temporary field ID, and the newly-discovered manhole ID shall be entered into the corresponding "Upstream_MH" or "Downstream_MH" field. The proposed naming scheme for unmapped manholes and pipes shall be approved by the Engineer prior to start of inspections. The Contractor shall ensure that each newly-discovered manhole and pipe is given an ID that is not already assigned to another manhole or pipe. The contractor shall also ensure that the field-assigned ID of each newly-discovered manhole is consistent between PACP and MACP submittals.

Specifications Manhole Inspections
Water Resources Division

M. If the Contractor uses a Global Positioning System device (GPS), then coordinates of all uncharted manholes shall be collected with device using a coordinate system and file format approved by the Engineer prior to the start of the Contract. For recording of all uncharted manholes, coordinates and coordinate system shall be required on the Manhole Inspection Header Form at the time of inspection.

N. The inspection photographs, report documents, and inspections database shall be in accordance with NASSCO MACP.

O. The comments area on the Header Form can be used to record observations and information such as:

1. Previous and existing weather conditions.
2. Soil conditions.
3. Access for future maintenance or rehabilitation.
4. Unusual conditions in the sanitary system and difficulties incurred in performing the inspection
5. Catalog of photographs and videos of manhole
6. Any other remarks/comments not covered under any form headings

P. The Contractor must have an internal quality assurance/quality control system (QA/QC) in place, and all inspection data shall be subjected to the procedures prior to submittal to the Engineer. The Engineer will perform QA/QC audits on submitted data. Any data or files not meeting these specifications or NASSCO MACP standards will be returned to the Contractor for correction. Contractor shall present their proposed QA/QC system to the Engineer prior to the start of the Contract.

2.04 Manhole Inspection Deliverables

A. All the supplied data and information will become the property of the Owner.

B. Sample Submittal: An example of a typical Manhole Inspection final deliverable will be submitted for approval by the Engineer prior to the start of the Contract. The example deliverable will contain the following:

1. A sample NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb), as exported from the Contractor's data collection software (if inspections are to be recorded electronically).
2. A proprietary database as generated by the Contractor's data collection software (if inspections were recorded electronically).
3. Example GPS data files of all uncharted manholes (if GPS will be used for geographic reference).

Specifications Manhole Inspections
Water Resources Division

4. Example media files, including observation photos, videos, and reports; with all files consistently utilizing the required file naming conventions.
 5. The proposed viewing software to be used with the proprietary inspections database and related media.
 6. NASSCO MACP validation report in PDF format, demonstrating the sample is fully conforming to NASSCO MACP standards and conventions (if inspections are to be recorded electronically). Validation reports can be obtained by submitting a sample database to:
http://www.nassco.org/training_edu/te_database_upload.aspx
 7. Inspections database(s) shall be fully cross-referenced to the videos, images, and reports.
 8. Example reports will be presented in both hard copy and in PDF format, and all other sample data will be presented in digital format on an external hard drive.
- C. Intermediate Submittals: No later than 14 days following the completion of a manhole inspection, the Contractor will submit the following:
1. Two hard copies of full details report for each inspection.
 2. An overall summary report detailing major defects, uncharted manholes including field-assigned ID and geographic reference, and inspections that require attention.
 3. GPS data files of all uncharted manholes and/or pipe segments that were identified during inspections but were not shown on field maps. This list shall include the field-assigned ID and a geographic reference or description (street address, intersection, etc.).
 4. At regular agreed intervals, an external hard drive will be submitted to the Engineer containing a single NASSCO MACP Standard Exchange Database (version 6.0.1) containing all inspections to date, encoded videos, observation photos, inspection reports in PDF format, and support files. The supplied data and information will become the property of the Owner.
- D. Final Submittal: At the completion of all inspections, the Contractor will supply the following to the Engineer on an external hard drive:
1. A single, consolidated NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb) containing all inspections for the Contract.

Specifications Manhole Inspections
Water Resources Division

2. NASSCO MACP validation report for the consolidated database (see Section 3.04.B.6.).
 3. All encoded inspection videos, observation photos, and inspection reports using required file naming formats.
 4. A single, consolidated proprietary database containing all inspections for the Contract, as generated by the Contractor's data collection software.
 5. Free-issue software to be used for the viewing of the proprietary inspections database and related media from within the database.
 6. Four hours training in the use of any supplied free-issue software.
- E. NASSCO MACP Compliance: The submitted database(s) should consist of, at a minimum, the NASSCO MACP standard data fields, formats, and conventions as set forth in this specification and Attachment A – Field Data Delivery Format Requirements.

3.07 Daily Work Schedule

The City's project manager will be contacted at the beginning of every working w to discuss the work schedule. Prior approval must be obtained from the Engineer if work is to be performed at night or on weekends to minimize traffic disturbance. In some instances, it may be necessary to bypass effluent from service connections.

3.08 Payment of Services

The City will make payment to the Vendor no later than the 30th of the month for the preceding month's service provided invoices are received by the first day of the month. Once the Engineer reviews the final payment request and feels the contractor has met the requirements of the contract, the 5% retainage amount will be awarded, this will signify the close out of the project. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

- A. No separate payment shall be made for clearing and constructing access roads to sewers.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- C. No separate payment shall be made for the cost incurred to repair damaged property. This includes concrete or asphalt driveways, except where payment is authorized for Same Trench Sewer Replacement.
- D. Construction along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.

Specifications Manhole Inspections
Water Resources Division

- E. No additional payment will be made for replacement of defective materials.
- F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.
- G. No separate payment will be made for clean-up and testing. Any cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains.
- H. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

END OF SECTION

Specifications Manhole Inspections
 Water Resources Division

Appendix A

Item NO.	Internal Pipe Inspection Using	Rate	Quantity	Total
1	Level 1 Manhole Inspections- On Road	49.98	521	26,039.58
2	Level 1 Manhole Inspections- Off Road	51.00	125	6,375.00
3	Level 2 Manhole Inspections- On Road	50.00	130	6,500.00
4	Level 2 Manhole Inspections- Off Road	53.00	135	7,155.00
Off Road = "Any manhole that is on land that is not open for public vehicle access"				

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- 1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- 3 The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4 In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

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

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



(Signature of Contractor)

Managing Member of Professional Services Group, LLC (PSG)
(Title and Name of Construction Company)

10/22/2018

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

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

The liability limits shall not be less than

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

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

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

The liability limits shall not be less than:

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

Kenneth A. Wood

(BUSINESS NAME)

Professional Services Group, LLC

(DATE)

10/22/2018

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Kenneth A. Wood

(Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

Professional Services Group, LLC (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # R 176697 / 305247, and said

Business 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:

Kenneth A. Wood

Title: Managing Member

Date: 10/22/2018

ADDENDUM NO: 1

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Changes to Bid# 305247:

Attached you will find updated specifications due to missing sections.

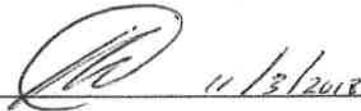
Purchasing will add another day to the Bid Opening. The new Bid Opening date is November 7, 2018 at 2:00 PM EST.

See attached pages

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name: Kenneth A. Wood



Company: Professional Services Group, LLC

2101 Stratford Drive Deland, FL 32724

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

**SPECIFICATIONS FOR MANHOLE INSPECTIONS
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

Part 1 General

1.01 Scope

The work covered by this Section includes furnishing all labor, material, equipment and services required for performing Level 1 and 2 sanitary sewer manhole inspection services, authorized by the Engineering Coordinator. The objective of manhole inspection is to detect sources of inflow and infiltration, as well as determine the structural condition of the manholes.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and the related WASTE RESOURCES DIVISION facilities to determine the types, sizes, and quantities of manholes in the City of Chattanooga ISS as well as the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these services.

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Industrial Develop Board Buyer Mark McKeel, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7233

1.02 General Provisions

- A. The Contractor will be responsible to find and identify the manholes provided by the Engineering Coordinator. This may require walking through wooded/vegetated areas or sloped terrain to access the manholes.
- B. The Contractor will be responsible for all equipment and tools necessary to safely access and inspect the manholes.
- C. The Contractor shall perform inspections of the project manholes and record any defect discovered. The inspection shall include, at a minimum, surface, manhole cover and frame, chimney, walls, invert and all appurtenances. Unless specified otherwise, all manhole inspections shall be fully-conforming to National Association of Sewer Service Companies (NASSCO) MACP standards.
- D. The Contractor shall use a digital camera to capture all images of manhole components, defects, inflow and infiltration and observations. The Contractor may use a combination of CCTV camera equipment and field data collection software for the manhole inspections with approval by the Engineer. If a standard digital camera is used, the camera must be equipped with a strobe flash and be capable of producing high resolution digital images with minimum of 5 mega pixel resolution.

Specifications Manhole Inspections
Water Resources Division

- E. The Contractor will provide current certification that operators have undergone NASSCO MACP training prior to undertaking manhole condition assessment work for Owner. Unless specified otherwise, all defect coding used throughout the Project will conform to NASSCO MACP standards version 6.0.1.
- F. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the Engineer weekly with a list of those manholes that could not be fully inspected due to being buried, surcharged, could not open, or otherwise unable to locate.
- G. The Contractor's personnel conducting inspections must have at least 5 years' experience in the coding of the manhole condition assessments and must have reported upon more than 1,000 individual manhole inspections. Proof of such experience will be submitted prior to start of work. The Contractor must use NASSCO certified data collection software (MACP version 6.0.1), with final approval by the Engineer prior to the start of the Contract.
- H. A GPS unit capable of sub-meter accuracy (horizontal +/- 3 feet) shall be used for documenting location of manholes not shown on the Owner's system maps.

1.03 Length of Contract

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide the attached bid tabulation for the first year of the Contract.

The City shall have the option of extending the Contract for four (4) additional one (1) year periods at the Vendor's unit prices.

1.04 Insurance

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

Specifications Manhole Inspections
Water Resources Division

- D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- I. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- II. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Part 2 Execution

2.01 Manhole Inspection

- A. All sanitary sewer manholes in the Project Area will be visually inspected to determine sources of inflow and infiltration and structural defects. The Contractor shall conduct a Level 1 surface inspection for every manhole and a Level 2 internal inspection shall be completed for select manholes at the direction of the Engineer Manager or designee. Inspections shall be done by completing MACP inspection forms as outlined in Section 2.03 of this Specification.
- B. Level 2 inspections shall be conducted for every manhole showing visible signs of infiltration or defects.
- C. The Contractor shall provide for the pumping down of any surcharged manhole section and provide all bypass pumping, if required, during the inspection. The Contractor shall receive Engineer's approval prior to bypass pumping.

Specifications Manhole Inspections
Water Resources Division

- D. The Contractor shall submit a comprehensive equipment list to the Engineer before commencement of the Work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):
 - 1. Safety equipment
 - 2. Flow diversion and flow control equipment
 - 3. Traffic control equipment
 - 4. All other equipment necessary for the completion of the Work
- E. Blockages in the system shall be reported to the Engineer immediately.
- F. A responsible representative of the Contractor shall be present on the site of the work, or other location approved by the Engineer, to provide supervision of the work. At all times, and especially when a change of work location is underway, the Contractor's representative shall keep the Engineer continuously aware of the location, progress, planned execution of the work, and problems encountered.
- G. Should the Contractor encounter a buried manhole during the course of inspection that cannot be readily accessed, the Contractor shall notify the Engineer.

2.02 Precautions

- A. The Contractor shall take all necessary precautions to ensure that water used does not flood property or buildings served by the sewer pipeline being inspected.
- B. A valved airline will be attached to bags or plugs used to control flow so that they may be deflated from the surface.
- C. The water level within structures will be observed and the minimum level that will cause flow to back up into buildings and cause property damage will be determined prior to initiating operations so that flooding of buildings and property will not occur.
- D. Remove all plugs when a setup is complete. Failure to do this may result in backup and property damage.
- E. The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for Work in sewers, manholes and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases, whether generated from sewage, soil strata or other source.

Specifications Manhole Inspections
Water Resources Division

- F. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools, especially at night.
- G. The Contractor shall inform the Engineer before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously approved.
- H. All pumps, generators, combination cleaners or other noise emitting equipment be shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The Contractor shall notify the Engineer of such use of plant or equipment in an emergency situation as soon as practicable.

2.03 Data Collection

- A. The Contractor shall complete a separate Manhole Inspection Header Form, Manhole Component Observation Form, and Manhole Pipe Connection Form for each manhole inspected, both Level 1 and Level 2 inspections.
 - 1. Level 1 inspections record observations of the manhole's condition as seen from the ground surface outside of the manhole.
 - 2. In addition to the surface observations of Level 1 inspection, Level 2 inspections will identify defects of the manhole through a confined space entry of the manhole.
 - 3. Manhole Inspection Header Forms, Manhole Component Observation Forms, Manhole Pipe Connection Forms shall be filled out containing, at a minimum, mandatory information required for Level 1 and/or Level 2 inspections per (version 6.0.1).
- B. For all Level 2 inspections, the Contractor must complete a Level 2 – Manhole Component Defect Form for each manhole inspected as directed by MACP (version 6.0.1).
 - 1. This form shall be used to record all defects for the chimney, cone, wall, bench and channel only. All other manhole component defects shall be recorded in the Manhole Component Observation Form.

and
the
MACP

Specifications Manhole Inspections
Water Resources Division

2. The form shall state whether or not the defects warrant repair.
 3. When inspecting manholes all applicable PACP coding shall be utilized, except for tap codes, camera underwater code, and line direction codes.
- C. All inspections shall be recorded on standard manhole forms provided by or approved by the Engineer.
 - D. Unless an alternative system is approved by the Engineer, all inspections data shall be entered, by the Contractor, into a NASSCO Manhole Assessment Certification Program (MACP) compliant database (version 6.0.1 minimum).
 - E. If inspection forms are filled out manually, all forms shall be scanned to Portable Document Format (PDF), with the file name being the MH identification number (example: S167N020.pdf).
 - F. Inspections database shall be fully cross-referenced to all videos, images and reports. All media file names and relative path locations shall be present in the NASSCO MACP database.
 - G. Digital photographs shall be captured of the exterior and the invert of each inspected manhole. All digital photographs captured from the exterior of the manhole shall be oriented so that the outgoing pipe connection is at the 6 o'clock position with respect to the camera view orientation.
 - H. A digital still image shall be captured for each defect. All digital still images shall be in JPEG file format. If inspections are recorded in the field electronically into a NASSCO MACP database, all digital still images of defects shall be generated using a concatenation of standard MACP database fields in the format "Manhole ID_Condition ID_MACP Code". If inspections are recorded manually in the field, file names of defect digital still images shall follow the convention "Manhole ID_0[sequential number]_MACP Code".
 - I. Contractor shall maintain a copy of all report material. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
 - J. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve reporting requirements identified in these Specifications.
 - K. No work shall commence prior to approval of the submitted material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

Specifications Manhole Inspections
Water Resources Division

- L. When an unmapped manhole is discovered during an inspection, the Contractor shall assign a temporary field-assigned ID to the manhole. This temporary field ID shall be entered into the appropriate PACP database field (either "Upstream_MH" or "Downstream_MH"), and the comment "Unmapped MH" shall be entered in the PACP database field "Additional_Info". The inspection shall be terminated and a new inspection shall begin, so that the unexpected manhole effectively divides the pipe into two segments. The "Total_Length" field for the terminated inspection shall be populated with the distance in feet at which the unexpected manhole was discovered during inspection. The pipe segment receiving the next inspection shall be assigned a temporary field ID, and the newly-discovered manhole ID shall be entered into the corresponding "Upstream_MH" or "Downstream_MH" field. The proposed naming scheme for unmapped manholes and pipes shall be approved by the Engineer prior to start of inspections. The Contractor shall ensure that each newly-discovered manhole and pipe is given an ID that is not already assigned to another manhole or pipe. The contractor shall also ensure that the field-assigned ID of each newly-discovered manhole is consistent between PACP and MACP submittals.
- M. If the Contractor uses a Global Positioning System device (GPS), then coordinates of all uncharted manholes shall be collected with device using a coordinate system and file format approved by the Engineer prior to the start of the Contract. For recording of all uncharted manholes, coordinates and coordinate system shall be required on the Manhole Inspection Header Form at the time of inspection.
- N. The inspection photographs, report documents, and inspections database shall be in accordance with NASSCO MACP.
- O. The comments area on the Header Form can be used to record observations and information such as:
1. Previous and existing weather conditions.
 2. Soil conditions.
 3. Access for future maintenance or rehabilitation.
 4. Unusual conditions in the sanitary system and difficulties incurred in performing the inspection
 5. Catalog of photographs and videos of manhole
 6. Any other remarks/comments not covered under any form headings
- P. The Contractor must have an internal quality assurance/quality control system (QA/QC) in place, and all inspection data shall be subjected to the procedures prior to submittal to the Engineer. The Engineer will perform QA/QC audits on submitted data. Any data or files not meeting these specifications or NASSCO MACP standards will be returned to the Contractor for correction. Contractor shall present their proposed QA/QC system to the Engineer prior to the start of the Contract.

Specifications Manhole Inspections
Water Resources Division

2.04 Manhole Inspection Deliverables

- A. All the supplied data and information will become the property of the Owner.
- B. Sample Submittal: An example of a typical Manhole Inspection final deliverable will be submitted for approval by the Engineer prior to the start of the Contract. The example deliverable will contain the following:
1. A sample NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb), as exported from the Contractor's data collection software (if inspections are to be recorded electronically).
 2. A proprietary database as generated by the Contractor's data collection Software (if inspections were recorded electronically).
 3. Example GPS data files of all uncharted manholes (if GPS will be used for geographic reference).
 4. Example media files, including observation photos, videos, and reports; with all files consistently utilizing the required file naming conventions.
 5. The proposed viewing software to be used with the proprietary inspections database and related media.
 6. NASSCO MACP validation report in PDF format, demonstrating the sample is Fully conforming to NASSCO MACP standards and conventions (if inspections are to be recorded electronically). Validation reports can be obtained by submitting a sample database to:

http://www.nassco.org/training_edu/te_database_upload.aspx
 7. Inspections database(s) shall be fully cross-referenced to the videos, images, and reports.
 8. Example reports will be presented in both hard copy and in PDF format, and all other sample data will be presented in digital format on an external hard drive.
- C. Intermediate Submittals: No later than 14 days following the completion of a manhole inspection, the Contractor will submit the following:
1. Two hard copies of full details report for each inspection.
 3. An overall summary report detailing major defects, uncharted manholes including field-assigned ID and geographic reference, and inspections that require attention.

3. GPS data files of all uncharted manholes and/or pipe segments that were identified during inspections but were not shown on field maps. This list shall include the field-assigned ID and a geographic reference or description (street address, intersection, etc.).
 4. At regular agreed intervals, an external hard drive will be submitted to the Engineer containing a single NASSCO MACP Standard Exchange Database (version 6.0.1) containing all inspections to date, encoded videos, observation photos, inspection reports in PDF format, and support files. The supplied data and information will become the property of the Owner.
- D. Final Submittal: At the completion of all inspections, the Contractor will supply the following to the Engineer on an external hard drive:
1. A single, consolidated NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb) containing all inspections for the Contract.
 2. NASSCO MACP validation report for the consolidated database (see Section 2.04. B.6.).
 3. All encoded inspection videos, observation photos, and inspection reports using required file naming formats.
 4. A single, consolidated proprietary database containing all inspections for the Contract, as generated by the Contractor's data collection software.
 5. Free-issue software to be used for the viewing of the proprietary inspections database and related media from within the database.
 6. Four hours training in the use of any supplied free-issue software.
- E. NASSCO MACP Compliance: The submitted database(s) should consist of, at a minimum, the NASSCO MACP standard data fields, formats, and conventions as set forth in this specification and Attachment A – Field Data Delivery Format Requirements.

2.05 Daily Work Schedule

The City's project manager will be contacted at the beginning of every working w to discuss the work schedule. Prior approval must be obtained from the Engineer if work is to be performed at night or on weekends to minimize traffic disturbance. In some instances, it may be necessary to bypass effluent from service connections.

2.06 Payment of Services

The City will make payment to the Vendor no later than the 30th of the month for the preceding month's service provided invoices are received by the first day of the month. Once the Engineer reviews the final payment request and feels the contractor has met the requirements of the contract, the 5% retainage amount will be awarded, this will signify the close out of the project. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

- A. No separate payment shall be made for clearing and constructing access roads to sewers.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- C. No separate payment shall be made for the cost incurred to repair damaged property. This includes concrete or asphalt driveways, except where payment is authorized for Same Trench Sewer Replacement.
- D. Construction along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- E. No additional payment will be made for replacement of defective materials.
- F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.
- G. No separate payment will be made for clean-up and testing. Any cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains.
- H. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

END OF SECTION

Specifications Manhole Inspections
 Water Resources Division

Appendix A

Item NO.	Internal Pipe Inspection Using	Rate	Quantity	Total
1	Level 1 Manhole Inspections- On Road		250	50.00
2	Level 1 Manhole Inspections- Off Road		250	49.00
3	Level 2 Manhole Inspections- On Road		250	49.00
4	Level 2 Manhole Inspections- Off Road		250	50.00

Off Road = "Any manhole that is on land that is not open for public vehicle access"

Approved @ 11/5/18
 P56

ADDENDUM NO: 2

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Questions to Bid# 305247:

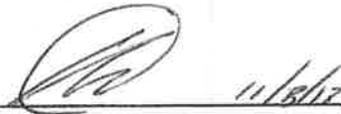
Question: Do you have maps for the areas that will be involved in this manhole project?

Answer: Waste Resource Division does not have maps for all of the manholes that are to be inspected. This is being set up to be an annual contract in order to comply with metrics from the City's state and federal regulators.

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name: Kenneth A. Wood



Company: Professional Services Group, LLC 2101 Stratford Drive Deland, FL 32724

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

ADDENDUM NO: 3

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Questions to Bid# 305247:

Question: Can you provide a location map for manholes to be inspected?

Answer: Maps will be provided once the contract is awarded.

Question: Will the Owner provide reasonable access to manhole locations or will the contractor have to create easements/roads?

Answer: If easements need clearing the City will help with that.

Question: What is the minimum amount of manholes that will be inspected in a call out/workorder?

Answer: There is no set minimum.

Question: Do you have a sample of the form you want for the level 1 & 2 manholes?

Answer: Refer to the specifications.

Question: Have these manholes ever been expected before? If so, how long ago?

Answer: Each manhole would have a different answer to this question. Assume all manholes have not been inspected in several years.

Question: Will the successful bidder be reimbursed for uncovering buried manholes?

Answer: Any manholes that are buried can be submitted to the City's Engineering Coordinator and will be uncovered.

Question: Do you anticipate any bypass pumping on this contract?

Answer: No.

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

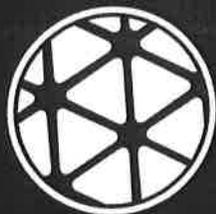
Name: Kenneth A. Wood _____



11/5/12

Company: Professional Services Group, LLC Deland, FL 32724

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**



CEES

COMPLIANCE ENVIROSYSTEMS

Sanitary Sewer Manhole Inspection Services

Bid No.: R176697 / 305247

Chattanooga, Tennessee

The City of Chattanooga, Tennessee

November 7, 2018

2:00 PM EST

SOUND DATA. SOLID CONCLUSIONS.

November 5, 2018

Mark McKeel
City of Chattanooga
Purchasing Department
City Hall Suite G13
Chattanooga, TN 37402
Tele: (423) 643-7236

RE: Sanitary Sewer Manhole Inspection Services for the City of Chattanooga, TN

Mr. McKeel,

Compliance EnviroSystems, LLC (CES), incorporated in January 1995 as a full-service professional sanitary and storm sewer evaluation firm has, over the last 23 years, become one of the nation's leading professional wastewater evaluation companies. CES has provided solutions to our client's wastewater problems on some of the largest collection and conveyance assessment programs in over twenty states with our ultimate focus being the objective and un-biased reporting on the current condition of our client's wastewater collection system. We are committed to providing a comprehensive and complete range of sewer cleaning, monitoring and inspection services.

CES is uniquely qualified to undertake the work contemplated by the City of Chattanooga for the following reasons:

- CES has been competitively selected and ranked #1 for many complex multi-year SSES programs including the City of Memphis, the City of Shreveport and the City of Atlanta.
- CES's performance record of successfully evaluating over 90,000,000 linear feet of collection sewers reflects our expertise, capabilities and commitment to excellence. Our crews have inspected over 150,000 manhole.
- CES uses the latest SSES technology and equipment employing a highly trained and motivated workforce which adhere to NASCCO's standards for coding defects and our own internally developed quality control protocols. Even though we anticipate having one crew for this project we have the equipment and manpower for five additional manhole inspection crews.

It is with great anticipation that we at CES look forward to bringing our experience and capabilities to assist The City of Chattanooga on this sewer evaluation project.

Respectfully Yours,

Joshua Hardy
Vice President
Compliance EnviroSystems, LLC
jhardy@ces-sses.com
www.ces-sses.com

Date: October 23, 2018

Requisition No.: 176697

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on November 6, 2018*

**Requisition / Bid No.: R176697 / 305247
Ordering Dept.: Waste Resource Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Sanitary Sewer Manhole Inspection Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on November 6, 2018

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

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

The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: Compliance EnviroSystems, LLC (CES)

Mailing Address: 1401 Seabord Dr. Baton Rouge, LA 70810

City & Zip Code: Baton Rouge, 70810

Phone/Toll Free No.: 1-800-675-9409

FaxNo (225)769-2929

E-Mail Address: mstafford@ces-ses.com

Contact Person : M o r g a n S t a f f o r d

Company Title: Marketing Director

Signature: Morgan Stafford

BID SOLICITATION



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

SEALED BIDS

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

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RFQ

BID OPENING DATE AND TIME:

06-NOV-18 at 2:00 PM

BID NUMBER: 305247

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No : 176697 / 305247 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Sanitary Sewer Manhole Inspection Services					
ATTACHMENTS: 1. Specifications & Appendix A (11 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) 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 Sanitary Sewer Manhole Inspection Services for Waste Resource Division					
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.					
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 November 6, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305247) ON OUTSIDE PACKAGING					
**** 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					

BID SOLICITATION



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

SEALED BIDS

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

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RFQ

BID OPENING DATE AND TIME:
 06-NOV-18 at 2:00 PM

BID NUMBER: 305247

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

M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
L
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

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

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

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

Company Name Compliance EnviroSystems, LLC

Address 1401 Seaboard Drive, Baton Rouge, LA 70810

Phone/Toll-Free No. 1-800-675-9409

Fax No. 225-769-2939

eMail Address mstafford@ces-sses.com

Contact Person's Name Morgan Stafford

Estimated Delivery 11/07/18

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

TELEPHONE NUMBER: 1-800-675-9409

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

COMPANY: Compliance EnviroSystems, LLC

SIGNATURE: *Joshua T. Hardy*

NAME AND TITLE: Joshua T. Hardy V.P.

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 06-NOV-18 at 2:00 PM

BID NUMBER: 305247

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	Level 1 Manhole Inspections - On Road	250	Each	<u>\$58.00</u>	<u>\$14,500.00</u>
2	Level 1 Manhole Inspections - Off Road	250	Each	<u>\$68.00</u>	<u>\$17,000.00</u>
3	Level 2 Manhole Inspections - On Road	250	Each	<u>\$85.00</u>	<u>\$21,250.00</u>
4	Level 2 Manhole Inspections - Off Road	250	Each	<u>\$95.00</u>	<u>\$23,750.00</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: 1-800-675-9409

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

COMPANY: Compliance EnviroSystems, LLC

SIGNATURE: *Joshua T. Hardy*

NAME AND TITLE: Joshua T. Hardy, Vice President

**SPECIFICATIONS FOR MANHOLE INSPECTIONS
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

Part 1 General

1.01 Scope

The work covered by this Section includes furnishing all labor, material, equipment and services required for performing Level 1 and 2 sanitary sewer manhole inspection services, authorized by the Engineering Coordinator. The objective of manhole inspection is to detect sources of inflow and infiltration, as well as determine the structural condition of the manholes.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and the related WASTE RESOURCES DIVISION facilities to determine the types, sizes, and quantities of manholes in the City of Chattanooga ISS as well as the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these services.

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Industrial Develop Board Buyer Mark McKeel, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7233

1.02 General Provisions

- A. The Contractor will be responsible to find and identify the manholes provided by the Engineering Coordinator. This may require walking through wooded/vegetated areas or sloped terrain to access the manholes.
- B. The Contractor will be responsible for all equipment and tools necessary to safely access and inspect the manholes.
- C. The Contractor shall perform inspections of the project manholes and record any defect discovered. The inspection shall include, at a minimum, surface, manhole cover and frame, chimney, walls, invert and all appurtenances. Unless specified otherwise, all manhole inspections shall be fully-conforming to National Association of Sewer Service Companies (NASSCO) MACP standards.
- D. The Contractor shall use a digital camera to capture all images of manhole components, defects, inflow and infiltration and observations. The Contractor may use a combination of CCTV camera equipment and field data collection software for the manhole inspections with approval by the Engineer. If a standard digital camera is used, the camera must be equipped with a strobe flash and be capable of producing high resolution digital images with minimum of 5 mega pixel resolution.

Specifications Manhole Inspections
Water Resources Division

- E. The Contractor will provide current certification that operators have undergone NASSCO MACP training prior to undertaking manhole condition assessment work for Owner. Unless specified otherwise, all defect coding used throughout the Project will conform to NASSCO MACP standards version 6.0.1.
- F. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the Engineer weekly with a list of those manholes that could not be fully inspected due to being buried, surcharged, could not open, or otherwise unable to locate.
- G. The Contractor's personnel conducting inspections must have at least 5 years' experience in the coding of the manhole condition assessments and must have reported upon more than 1,000 individual manhole inspections. Proof of such experience will be submitted prior to start of work. The Contractor must use NASSCO certified data collection software (MACP version 6.0.1), with final approval by the Engineer prior to the start of the Contract.
- H. A GPS unit capable of sub-meter accuracy (horizontal +/- 3 feet) shall be used for documenting location of manholes not shown on the Owner's system maps.

1.03 Length of Contract

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide the attached bid tabulation for the first year of the Contract.

The City shall have the option of extending the Contract for four (4) additional one (1) year periods at the Vendor's unit prices.

1.04 Insurance

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

- D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- I. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- II. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Part 2 Execution

2.01 Manhole Inspection

- A. All sanitary sewer manholes in the Project Area will be visually inspected to determine sources of inflow and infiltration and structural defects. The Contractor shall conduct a Level 1 surface inspection for every manhole and a Level 2 internal inspection shall be completed for select manholes at the direction of the Engineer Manager or designee. Inspections shall be done by completing MACP inspection forms as outlined in Section 2.03 of this Specification.
- B. Level 2 inspections shall be conducted for every manhole showing visible signs of infiltration or defects.
- C. The Contractor shall provide for the pumping down of any surcharged manhole section and provide all bypass pumping, if required, during the inspection. The Contractor shall receive Engineer's approval prior to bypass pumping.

Specifications Manhole Inspections
Water Resources Division

- D. The Contractor shall submit a comprehensive equipment list to the Engineer before commencement of the Work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):
 - 1. Safety equipment
 - 2. Flow diversion and flow control equipment
 - 3. Traffic control equipment
 - 4. All other equipment necessary for the completion of the Work
- E. Blockages in the system shall be reported to the Engineer immediately.
- F. A responsible representative of the Contractor shall be present on the site of the work, or other location approved by the Engineer, to provide supervision of the work. At all times, and especially when a change of work location is underway, the Contractor's representative shall keep the Engineer continuously aware of the location, progress, planned execution of the work, and problems encountered.
- G. Should the Contractor encounter a buried manhole during the course of inspection that cannot be readily accessed, the Contractor shall notify the Engineer.

2.02 Precautions

- A. The Contractor shall take all necessary precautions to ensure that water used does not flood property or buildings served by the sewer pipeline being inspected.
- B. A valved airline will be attached to bags or plugs used to control flow so that they may be deflated from the surface.
- C. The water level within structures will be observed and the minimum level that will cause flow to back up into buildings and cause property damage will be determined prior to initiating operations so that flooding of buildings and property will not occur.
- D. Remove all plugs when a setup is complete. Failure to do this may result in backup and property damage.
- E. The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for Work in sewers, manholes and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases, whether generated from sewage, soil strata or other source.

Specifications Manhole Inspections
Water Resources Division

- F. The Contractor shall employ the “best practicable means” to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools, especially at night.
- G. The Contractor shall inform the Engineer before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously approved.
- H. All pumps, generators, combination cleaners or other noise emitting equipment be shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The Contractor shall notify the Engineer of such use of plant or equipment in an emergency situation as soon as practicable.

2.03 Data Collection

- A. The Contractor shall complete a separate Manhole Inspection Header Form, Manhole Component Observation Form, and Manhole Pipe Connection Form for each manhole inspected, both Level 1 and Level 2 inspections.
 - 1. Level 1 inspections record observations of the manhole’s condition as seen from the ground surface outside of the manhole.
 - 2. In addition to the surface observations of Level 1 inspection, Level 2 inspections will identify defects of the manhole through a confined space entry of the manhole.
 - 3. Manhole Inspection Header Forms, Manhole Component Observation Forms, Manhole Pipe Connection Forms shall be filled out containing, at a minimum, mandatory information required for Level 1 and/or Level 2 inspections per (version 6.0.1).
- B. For all Level 2 inspections, the Contractor must complete a Level 2 – Manhole Component Defect Form for each manhole inspected as directed by MACP (version 6.0.1).
 - 1. This form shall be used to record all defects for the chimney, cone, wall, bench and channel only. All other manhole component defects shall be recorded in the Manhole Component Observation Form.

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the
MACP

Specifications Manhole Inspections
Water Resources Division

2. The form shall state whether or not the defects warrant repair.
 3. When inspecting manholes all applicable PACP coding shall be utilized, except for tap codes, camera underwater code, and line direction codes.
- C. All inspections shall be recorded on standard manhole forms provided by or approved by the Engineer.
 - D. Unless an alternative system is approved by the Engineer, all inspections data shall be entered, by the Contractor, into a NASSCO Manhole Assessment Certification Program (MACP) compliant database (version 6.0.1 minimum).
 - E. If inspection forms are filled out manually, all forms shall be scanned to Portable Document Format (PDF), with the file name being the MH identification number (example: S167N020.pdf).
 - F. Inspections database shall be fully cross-referenced to all videos, images and reports. All media file names and relative path locations shall be present in the NASSCO MACP database.
 - G. Digital photographs shall be captured of the exterior and the invert of each inspected manhole. All digital photographs captured from the exterior of the manhole shall be oriented so that the outgoing pipe connection is at the 6 o'clock position with respect to the camera view orientation.
 - H. A digital still image shall be captured for each defect. All digital still images shall be in JPEG file format. If inspections are recorded in the field electronically into a NASSCO MACP database, all digital still images of defects shall be generated using a concatenation of standard MACP database fields in the format "Manhole ID_ Condition ID_ MACP Code". If inspections are recorded manually in the field, file names of defect digital still images shall follow the convention "Manhole ID_ 0[sequential number] _MACP Code".
 - I. Contractor shall maintain a copy of all report material. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
 - J. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve reporting requirements identified in these Specifications.
 - K. No work shall commence prior to approval of the submitted material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

Specifications Manhole Inspections
Water Resources Division

- L. When an unmapped manhole is discovered during an inspection, the Contractor shall assign a temporary field-assigned ID to the manhole. This temporary field ID shall be entered into the appropriate PACP database field (either "Upstream_MH" or "Downstream_MH"), and the comment "Unmapped MH" shall be entered in the PACP database field "Additional_Info". The inspection shall be terminated and a new inspection shall begin, so that the unexpected manhole effectively divides the pipe into two segments. The "Total_Length" field for the terminated inspection shall be populated with the distance in feet at which the unexpected manhole was discovered during inspection. The pipe segment receiving the next inspection shall be assigned a temporary field ID, and the newly-discovered manhole ID shall be entered into the corresponding "Upstream_MH" or "Downstream_MH" field. The proposed naming scheme for unmapped manholes and pipes shall be approved by the Engineer prior to start of inspections. The Contractor shall ensure that each newly-discovered manhole and pipe is given an ID that is not already assigned to another manhole or pipe. The contractor shall also ensure that the field-assigned ID of each newly-discovered manhole is consistent between PACP and MACP submittals.

- M. If the Contractor uses a Global Positioning System device (GPS), then coordinates of all uncharted manholes shall be collected with device using a coordinate system and file format approved by the Engineer prior to the start of the Contract. For recording of all uncharted manholes, coordinates and coordinate system shall be required on the Manhole Inspection Header Form at the time of inspection.

- N. The inspection photographs, report documents, and inspections database shall be in accordance with NASSCO MACP.

- O. The comments area on the Header Form can be used to record observations and information such as:
 - 1. Previous and existing weather conditions.
 - 2. Soil conditions.
 - 3. Access for future maintenance or rehabilitation.
 - 4. Unusual conditions in the sanitary system and difficulties incurred in performing the inspection
 - 5. Catalog of photographs and videos of manhole
 - 6. Any other remarks/comments not covered under any form headings

- P. The Contractor must have an internal quality assurance/quality control system (QA/QC) in place, and all inspection data shall be subjected to the procedures prior to submittal to the Engineer. The Engineer will perform QA/QC audits on submitted data. Any data or files not meeting these specifications or NASSCO MACP standards will be returned to the Contractor for correction. Contractor shall present their proposed QA/QC system to the Engineer prior to the start of the Contract.

2.04 Manhole Inspection Deliverables

- A. All the supplied data and information will become the property of the Owner.
- B. Sample Submittal: An example of a typical Manhole Inspection final deliverable will be submitted for approval by the Engineer prior to the start of the Contract. The example deliverable will contain the following:
1. A sample NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb), as exported from the Contractor's data collection software (if inspections are to be recorded electronically).
 2. A proprietary database as generated by the Contractor's data collection Software (if inspections were recorded electronically).
 3. Example GPS data files of all uncharted manholes (if GPS will be used for geographic reference).
 4. Example media files, including observation photos, videos, and reports; with all files consistently utilizing the required file naming conventions.
 5. The proposed viewing software to be used with the proprietary inspections database and related media.
 6. NASSCO MACP validation report in PDF format, demonstrating the sample is Fully conforming to NASSCO MACP standards and conventions (if inspections are to be recorded electronically). Validation reports can be obtained by submitting a sample database to:

http://www.nassco.org/training_edu/te_database_upload.aspx
 7. Inspections database(s) shall be fully cross-referenced to the videos, images, and reports.
 8. Example reports will be presented in both hard copy and in PDF format, and all other sample data will be presented in digital format on an external hard drive.
- C. Intermediate Submittals: No later than 14 days following the completion of a manhole inspection, the Contractor will submit the following:
1. Two hard copies of full details report for each inspection.
 3. An overall summary report detailing major defects, uncharted manholes including field-assigned ID and geographic reference, and inspections that require attention.

Specifications Manhole Inspections
Water Resources Division

3. GPS data files of all uncharted manholes and/or pipe segments that were identified during inspections but were not shown on field maps. This list shall include the field-assigned ID and a geographic reference or description (street address, intersection, etc.).
 4. At regular agreed intervals, an external hard drive will be submitted to the Engineer containing a single NASSCO MACP Standard Exchange Database (version 6.0.1) containing all inspections to date, encoded videos, observation photos, inspection reports in PDF format, and support files. The supplied data and information will become the property of the Owner.
- D. Final Submittal: At the completion of all inspections, the Contractor will supply the following to the Engineer on an external hard drive:
1. A single, consolidated NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb) containing all inspections for the Contract.
 2. NASSCO MACP validation report for the consolidated database (see Section 2.04. B.6.).
 3. All encoded inspection videos, observation photos, and inspection reports using required file naming formats.
 4. A single, consolidated proprietary database containing all inspections for the Contract, as generated by the Contractor's data collection software.
 5. Free-issue software to be used for the viewing of the proprietary inspections database and related media from within the database.
 6. Four hours training in the use of any supplied free-issue software.
- E. NASSCO MACP Compliance: The submitted database(s) should consist of, at a minimum, the NASSCO MACP standard data fields, formats, and conventions as set forth in this specification and Attachment A – Field Data Delivery Format Requirements.

2.05 Daily Work Schedule

The City's project manager will be contacted at the beginning of every working w to discuss the work schedule. Prior approval must be obtained from the Engineer if work is to be performed at night or on weekends to minimize traffic disturbance. In some instances, it may be necessary to bypass effluent from service connections.

2.06 Payment of Services

The City will make payment to the Vendor no later than the 30th of the month for the preceding month's service provided invoices are received by the first day of the month. Once the Engineer reviews the final payment request and feels the contractor has met the requirements of the contract, the 5% retainage amount will be awarded, this will signify the close out of the project. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

- A. No separate payment shall be made for clearing and constructing access roads to sewers.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- C. No separate payment shall be made for the cost incurred to repair damaged property. This includes concrete or asphalt driveways, except where payment is authorized for Same Trench Sewer Replacement.
- D. Construction along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- E. No additional payment will be made for replacement of defective materials.
- F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.
- G. No separate payment will be made for clean-up and testing. Any cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains.
- H. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

END OF SECTION

Specifications Manhole Inspections
Water Resources Division

Appendix A

Item NO.	Internal Pipe Inspection Using	Rate	Quantity	Total
1	Level 1 Manhole Inspections- On Road	\$58.00	250	\$14,500.00
2	Level 1 Manhole Inspections- Off Road	\$68.00	250	\$17,000.00
3	Level 2 Manhole Inspections- On Road	\$85.00	250	\$21,250.00
4	Level 2 Manhole Inspections- Off Road	\$95.00	250	\$23,750.00
Off Road = "Any manhole that is on land that is not open for public vehicle access"				

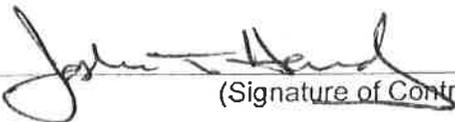
Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- 1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- 3 The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4 In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

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

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


(Signature of Contractor)

Vice President of Compliance, Enviro Systems
(Title and Name of Construction Company)

11/5/2018
(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

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

The liability limits shall not be less than:

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

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

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

The liability limits shall not be less than:

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) John Hardy
(PRINTED NAME) Joshua T. Hardy
(BUSINESS NAME) Compliance Enviro Systems
(DATE) 11/5/2018

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf



Signed Addendums

ADDENDUM NO: 1

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Changes to Bid# 305247:

Attached you will find updated specifications due to missing sections.

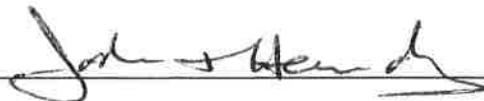
Purchasing will add another day to the Bid Opening. The new Bid Opening date is November 7, 2018 at 2:00 PM EST.

See attached pages

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name:



Company:

Compliance EnviroSystems, LLC

11/5/2018

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

**SPECIFICATIONS FOR MANHOLE INSPECTIONS
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

Part 1 General

1.01 Scope

The work covered by this Section includes furnishing all labor, material, equipment and services required for performing Level 1 and 2 sanitary sewer manhole inspection services, authorized by the Engineering Coordinator. The objective of manhole inspection is to detect sources of inflow and infiltration, as well as determine the structural condition of the manholes.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and the related WASTE RESOURCES DIVISION facilities to determine the types, sizes, and quantities of manholes in the City of Chattanooga ISS as well as the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these services.

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Industrial Develop Board Buyer Mark McKeel, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7233

1.02 General Provisions

- A. The Contractor will be responsible to find and identify the manholes provided by the Engineering Coordinator. This may require walking through wooded/vegetated areas or sloped terrain to access the manholes.
- B. The Contractor will be responsible for all equipment and tools necessary to safely access and inspect the manholes.
- C. The Contractor shall perform inspections of the project manholes and record any defect discovered. The inspection shall include, at a minimum, surface, manhole cover and frame, chimney, walls, invert and all appurtenances. Unless specified otherwise, all manhole inspections shall be fully-conforming to National Association of Sewer Service Companies (NASSCO) MACP standards.
- D. The Contractor shall use a digital camera to capture all images of manhole components, defects, inflow and infiltration and observations. The Contractor may use a combination of CCTV camera equipment and field data collection software for the manhole inspections with approval by the Engineer. If a standard digital camera is used, the camera must be equipped with a strobe flash and be capable of producing high resolution digital images with minimum of 5 mega pixel resolution.

Specifications Manhole Inspections
Water Resources Division

- E. The Contractor will provide current certification that operators have undergone NASSCO MACP training prior to undertaking manhole condition assessment work for Owner. Unless specified otherwise, all defect coding used throughout the Project will conform to NASSCO MACP standards version 6.0.1.
- F. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the Engineer weekly with a list of those manholes that could not be fully inspected due to being buried, surcharged, could not open, or otherwise unable to locate.
- G. The Contractor's personnel conducting inspections must have at least 5 years' experience in the coding of the manhole condition assessments and must have reported upon more than 1,000 individual manhole inspections. Proof of such experience will be submitted prior to start of work. The Contractor must use NASSCO certified data collection software (MACP version 6.0.1), with final approval by the Engineer prior to the start of the Contract.
- H. A GPS unit capable of sub-meter accuracy (horizontal +/- 3 feet) shall be used for documenting location of manholes not shown on the Owner's system maps.

1.03 Length of Contract

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide the attached bid tabulation for the first year of the Contract.

The City shall have the option of extending the Contract for four (4) additional one (1) year periods at the Vendor's unit prices.

1.04 Insurance

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for ea3.ch accident.

Specifications Manhole Inspections
Water Resources Division

- D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- I. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- II. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Part 2 Execution

2.01 Manhole Inspection

- A. All sanitary sewer manholes in the Project Area will be visually inspected to determine sources of inflow and infiltration and structural defects. The Contractor shall conduct a Level 1 surface inspection for every manhole and a Level 2 internal inspection shall be completed for select manholes at the direction of the Engineer Manager or designee. Inspections shall be done by completing MACP inspection forms as outlined in Section 2.03 of this Specification.
- B. Level 2 inspections shall be conducted for every manhole showing visible signs of infiltration or defects.
- C. The Contractor shall provide for the pumping down of any surcharged manhole section and provide all bypass pumping, if required, during the inspection. The Contractor shall receive Engineer's approval prior to bypass pumping.

Specifications Manhole Inspections
Water Resources Division

- D. The Contractor shall submit a comprehensive equipment list to the Engineer before commencement of the Work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):
 - 1. Safety equipment
 - 2. Flow diversion and flow control equipment
 - 3. Traffic control equipment
 - 4. All other equipment necessary for the completion of the Work
- E. Blockages in the system shall be reported to the Engineer immediately.
- F. A responsible representative of the Contractor shall be present on the site of the work, or other location approved by the Engineer, to provide supervision of the work. At all times, and especially when a change of work location is underway, the Contractor's representative shall keep the Engineer continuously aware of the location, progress, planned execution of the work, and problems encountered.
- G. Should the Contractor encounter a buried manhole during the course of inspection that cannot be readily accessed, the Contractor shall notify the Engineer.

2.02 Precautions

- A. The Contractor shall take all necessary precautions to ensure that water used does not flood property or buildings served by the sewer pipeline being inspected.
- B. A valved airline will be attached to bags or plugs used to control flow so that they may be deflated from the surface.
- C. The water level within structures will be observed and the minimum level that will cause flow to back up into buildings and cause property damage will be determined prior to initiating operations so that flooding of buildings and property will not occur.
- D. Remove all plugs when a setup is complete. Failure to do this may result in backup and property damage.
- E. The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for Work in sewers, manholes and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases, whether generated from sewage, soil strata or other source.

Specifications Manhole Inspections
Water Resources Division

- F. The Contractor shall employ the “best practicable means” to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools, especially at night.
- G. The Contractor shall inform the Engineer before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously approved.
- H. All pumps, generators, combination cleaners or other noise emitting equipment be shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The Contractor shall notify the Engineer of such use of plant or equipment in an emergency situation as soon as practicable.

2.03 Data Collection

- A. The Contractor shall complete a separate Manhole Inspection Header Form, Manhole Component Observation Form, and Manhole Pipe Connection Form for each manhole inspected, both Level 1 and Level 2 inspections.
 - 1. Level 1 inspections record observations of the manhole’s condition as seen from the ground surface outside of the manhole.
 - 2. In addition to the surface observations of Level 1 inspection, Level 2 inspections will identify defects of the manhole through a confined space entry of the manhole.
 - 3. Manhole Inspection Header Forms, Manhole Component Observation Forms, Manhole Pipe Connection Forms shall be filled out containing, at a minimum, mandatory information required for Level 1 and/or Level 2 inspections per (version 6.0.1).
- B. For all Level 2 inspections, the Contractor must complete a Level 2 – Manhole Component Defect Form for each manhole inspected as directed by MACP (version 6.0.1).
 - 1. This form shall be used to record all defects for the chimney, cone, wall, bench and channel only. All other manhole component defects shall be recorded in the Manhole Component Observation Form.

and
the
MACP

Specifications Manhole Inspections
Water Resources Division

2. The form shall state whether or not the defects warrant repair.
 3. When inspecting manholes all applicable PACP coding shall be utilized, except for tap codes, camera underwater code, and line direction codes.
- C. All inspections shall be recorded on standard manhole forms provided by or approved by the Engineer.
 - D. Unless an alternative system is approved by the Engineer, all inspections data shall be entered, by the Contractor, into a NASSCO Manhole Assessment Certification Program (MACP) compliant database (version 6.0.1 minimum).
 - E. If inspection forms are filled out manually, all forms shall be scanned to Portable Document Format (PDF), with the file name being the MH identification number (example: S167N020.pdf).
 - F. Inspections database shall be fully cross-referenced to all videos, images and reports. All media file names and relative path locations shall be present in the NASSCO MACP database.
 - G. Digital photographs shall be captured of the exterior and the invert of each inspected manhole. All digital photographs captured from the exterior of the manhole shall be oriented so that the outgoing pipe connection is at the 6 o'clock position with respect to the camera view orientation.
 - H. A digital still image shall be captured for each defect. All digital still images shall be in JPEG file format. If inspections are recorded in the field electronically into a NASSCO MACP database, all digital still images of defects shall be generated using a concatenation of standard MACP database fields in the format "Manhole ID_Condition ID_MACP Code". If inspections are recorded manually in the field, file names of defect digital still images shall follow the convention "Manhole ID_0[sequential number]_MACP Code".
 - I. Contractor shall maintain a copy of all report material. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
 - J. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve reporting requirements identified in these Specifications.
 - K. No work shall commence prior to approval of the submitted material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

Specifications Manhole Inspections
Water Resources Division

- L. When an unmapped manhole is discovered during an inspection, the Contractor shall assign a temporary field-assigned ID to the manhole. This temporary field ID shall be entered into the appropriate PACP database field (either "Upstream_MH" or "Downstream_MH"), and the comment "Unmapped MH" shall be entered in the PACP database field "Additional_Info". The inspection shall be terminated and a new inspection shall begin, so that the unexpected manhole effectively divides the pipe into two segments. The "Total_Length" field for the terminated inspection shall be populated with the distance in feet at which the unexpected manhole was discovered during inspection. The pipe segment receiving the next inspection shall be assigned a temporary field ID, and the newly-discovered manhole ID shall be entered into the corresponding "Upstream_MH" or "Downstream_MH" field. The proposed naming scheme for unmapped manholes and pipes shall be approved by the Engineer prior to start of inspections. The Contractor shall ensure that each newly-discovered manhole and pipe is given an ID that is not already assigned to another manhole or pipe. The contractor shall also ensure that the field-assigned ID of each newly-discovered manhole is consistent between PACP and MACP submittals.
- M. If the Contractor uses a Global Positioning System device (GPS), then coordinates of all uncharted manholes shall be collected with device using a coordinate system and file format approved by the Engineer prior to the start of the Contract. For recording of all uncharted manholes, coordinates and coordinate system shall be required on the Manhole Inspection Header Form at the time of inspection.
- N. The inspection photographs, report documents, and inspections database shall be in accordance with NASSCO MACP.
- O. The comments area on the Header Form can be used to record observations and information such as:
1. Previous and existing weather conditions.
 2. Soil conditions.
 3. Access for future maintenance or rehabilitation.
 4. Unusual conditions in the sanitary system and difficulties incurred in performing the inspection
 5. Catalog of photographs and videos of manhole
 6. Any other remarks/comments not covered under any form headings
- P. The Contractor must have an internal quality assurance/quality control system (QA/QC) in place, and all inspection data shall be subjected to the procedures prior to submittal to the Engineer. The Engineer will perform QA/QC audits on submitted data. Any data or files not meeting these specifications or NASSCO MACP standards will be returned to the Contractor for correction. Contractor shall present their proposed QA/QC system to the Engineer prior to the start of the Contract.

Specifications Manhole Inspections
Water Resources Division

2.04 Manhole Inspection Deliverables

- A. All the supplied data and information will become the property of the Owner.
- B. Sample Submittal: An example of a typical Manhole Inspection final deliverable will be submitted for approval by the Engineer prior to the start of the Contract. The example deliverable will contain the following:
1. A sample NASSCO MACP Standard Exchange Database (version 6.0.1) in Microsoft Access file format (.mdb), as exported from the Contractor's data collection software (if inspections are to be recorded electronically).
 2. A proprietary database as generated by the Contractor's data collection Software (if inspections were recorded electronically).
 3. Example GPS data files of all uncharted manholes (if GPS will be used for geographic reference).
 4. Example media files, including observation photos, videos, and reports; with all files consistently utilizing the required file naming conventions.
 5. The proposed viewing software to be used with the proprietary inspections database and related media.
 6. NASSCO MACP validation report in PDF format, demonstrating the sample is Fully conforming to NASSCO MACP standards and conventions (if inspections are to be recorded electronically). Validation reports can be obtained by submitting a sample database to:

http://www.nassco.org/training_edu/te_database_upload.aspx
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Specifications Manhole Inspections
Water Resources Division

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The City's project manager will be contacted at the beginning of every working w to discuss the work schedule. Prior approval must be obtained from the Engineer if work is to be performed at night or on weekends to minimize traffic disturbance. In some instances, it may be necessary to bypass effluent from service connections.

2.06 Payment of Services

The City will make payment to the Vendor no later than the 30th of the month for the preceding month's service provided invoices are received by the first day of the month. Once the Engineer reviews the final payment request and feels the contractor has met the requirements of the contract, the 5% retainage amount will be awarded, this will signify the close out of the project. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

- A. No separate payment shall be made for clearing and constructing access roads to sewers.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- C. No separate payment shall be made for the cost incurred to repair damaged property. This includes concrete or asphalt driveways, except where payment is authorized for Same Trench Sewer Replacement.
- D. Construction along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- E. No additional payment will be made for replacement of defective materials.
- F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.
- G. No separate payment will be made for clean-up and testing. Any cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains.
- H. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

END OF SECTION

Specifications Manhole Inspections
Water Resources Division

Appendix A

Item NO.	Internal Pipe Inspection Using	Rate	Quantity	Total
1	Level 1 Manhole Inspections- On Road		250	
2	Level 1 Manhole Inspections- Off Road		250	
3	Level 2 Manhole Inspections- On Road		250	
4	Level 2 Manhole Inspections- Off Road		250	
Off Road = "Any manhole that is on land that is not open for public vehicle access"				

ADDENDUM NO: 2

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Questions to Bid# 305247:

Question: Do you have maps for the areas that will be involved in this manhole project?

Answer: Waste Resource Division does not have maps for all of the manholes that are to be inspected. This is being set up to be an annual contract in order to comply with metrics from the City's state and federal regulators.

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name:



Company: Compliance EnviroSystems, LLC

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

ADDENDUM NO: 3

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Questions to Bid# 305247:

Question: Can you provide a location map for manholes to be inspected?

Answer: Maps will be provided once the contract is awarded.

Question: Will the Owner provide reasonable access to manhole locations or will the contractor have to create easements/roads?

Answer: If easements need clearing the City will help with that.

Question: What is the minimum amount of manholes that will be inspected in a call out/workorder?

Answer: There is no set minimum.

Question: Do you have a sample of the form you want for the level 1 & 2 manholes?

Answer: Refer to the specifications.

Question: Have these manholes ever been expected before? If so, how long ago?

Answer: Each manhole would have a different answer to this question. Assume all manholes have not been inspected in several years.

Question: Will the successful bidder be reimbursed for uncovering buried manholes?

Answer: Any manholes that are buried can be submitted to the City's Engineering Coordinator and will be uncovered.

Question: Do you anticipate any bypass pumping on this contract?

Answer: No.

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name: John Hardy
Company: Compliance Enviro Systems
11/5/2018

CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244

ADDENDUM NO: 4

REQ NO: 176697

FINAL SUBMITTAL: November 7, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: Waste Resource Division, Public Works

Questions to Bid# 305247:

Question: Can you provide a location map for manholes to be inspected?

Answer: Maps will be provided once the contract is awarded.

Question: Will shapefiles be provided to the selected company?

Answer: Yes.

Question: Will only manholes that are not currently in the cities records be GPS'd?

Answer: All manholes inspected will be GPS'd.

Question: In section 2.01, is it stating that any manhole that has any infiltration or defects will be completed as a level 2 inspections? This may significantly raise the number of level 2 inspections.

Answer: If a Level 1 inspection requires a follow-up Level 2 inspection, then the Level 2 list will be adjusted to account for the Level 2 that was added.

Question: In section 2.01, is talk about bypass pumping being the responsibility of the contractor, but if a manholes is surcharged, the pipes need to be cleaned to remove the blockage. Is it really the intent of the City to bypass any surcharged manholes for an inspection?

Answer: The City will take care of clearing any pipes that have blockages, but if bypass pumping is needed to perform a manhole inspection, it will be provided by the Contractor.

Question: In section 2.03, it says all Level 2 inspections require a confined space entry for completion. Is this accurate, as there are several ways to complete a Level 2 inspection from the surface without the need for confined space entry.

Answer: If the company selected wishes to perform a Level 2 inspection that does not require entry, their process must be submitted and approved by the City's Engineering Coordinator. If it is not approved, confined space entry will be required.

Req No: 176697 Manhole Inspection Services

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name:

John S. Hardy

Company:

Compliance Enviro Systems

11/5/2018

CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244



City of Chattanooga

Mayor Andy Berke

November 21, 2018

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

Subject: R178968 – Purchase of GC/MS Instrument for Analysis of Volatile Organic Compounds – Waste Resource Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for one (1) GC/MS Instrument for Analysis of Volatile Organic Compounds for Waste Resource Division, Public Works Department. The GC/MS Instrument currently in use is 20 years old and parts are difficult to obtain for maintenance and repairs.

This purchase from Agilent Technologies will be in the amount of \$97,959.90 utilizing the GSA Contract No. GS-07F-0564X. A detailed quote is attached.

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

I recommend approval of this purchase to Agilent Technologies, 5301 Steven Creek Blvd, Santa Clara, CA 95051, in the amount of \$97,959.90.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

U.S. Government

GS-07F-0564X CONTRACT PAGE

Contract Number:

GS-07F-0564X, Schedule 66 Laboratory Instruments and Services

Expiration Date:

May 31, 2021

Terms & Conditions (http://www.agilent.com/gsa/docs/GS07F0564X_Terms_and_Conditions_October_2017.pdf)

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- Fax: (302) 633-8901
- Contact Us Page (<http://www.chem.agilent.com/en-US/ContactUS/Pages/ContactUs.aspx>)

SEARCH BY CATEGORY

SIN	Description
615-4 (JavaScript:sinQuery('GS-07F-0564X','615-4'))	Gas Chromatograph (GC) and Chromatograph/Mass Spectrometer (GC-MS) Systems
615-9 (JavaScript:sinQuery('GS-07F-0564X','615-9'))	Liquid Chromatographer (LC) and Liquid Chromatographer/ Mass Spectrometer (LC-MS) Systems
615-5000 (JavaScript:sinQuery('GS-07F-0564X','615-5000'))	Product Support Options to include Equipment Maintenance; Repair and Service; Calibration and Calibration Traceability Certificate; Extended Warranties; Technical Training, Technical Support and Application Development Support
632-6 (JavaScript:sinQuery('GS-07F-0564X','632-6'))	Ultraviolet, Visible, Infrared, and Near Infrared Spectrophotometers
632-10 (JavaScript:sinQuery('GS-07F-0564X','632-10'))	Atomic Absorption, Atomic Emission, and Atomic Fluorescence Spectrometers, including Inductively Coupled Plasma (IPC) and Inductively Coupled Plasma Mass Spectrometers (IPC/MS) Systems
66-107 (JavaScript:sinQuery('GS-07F-0564X','66-107'))	Electrophoresis, including Capillary Electrophoresis and Electrophoration Devices and Systems, Nucleic Acid and Amino Acid Sequencing Systems
632-5 (JavaScript:sinQuery('GS-07F-0564X','632-5'))	Infrared Spectrometers - These devices are research instruments which are designed for the Infrared (IR) and/or Raman spectroscopic analysis of substances utilizing the infrared range of the electromagnetic spectrum. Excluded are devices which use the infrared spectroscopic technology but are "tuned" to be receptive to and identify specific substances in limited environments, such as the gas analyzers
632-7 (JavaScript:sinQuery('GS-07F-0564X','632-7'))	Fluorescence Spectrometers - The intent of this category is to include research grade, full spectrum instruments, and excludes instruments that are "tuned" to be receptive to and identify specific substances in limited environments, such as the gas analyzers.



Agilent Technologies and General Services Administration continue to improve processes and services to make it easy for you to use the GSA Contracts.



Agilent Technologies

Paul Patterson
 City of Chattanooga
 455 Moccasin Bend Road
 Chattanooga TN 37405-4403

Quotation

Quote No.	Create Date	Delivery Time	Page
2681318	10/18/2018	6 Weeks	1 of 5
Contact	Phone no.	Valid to	
Curtis Bookwalter	866-581-0480	12/17/2018	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

GC/MS for Volatiles. The discount on this quote is based on and is the same as GSA contract discounting from Agilent.

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G7077BA 5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. With the following configuration: Ship-to Country : USA Add ChemStation DA w/ MassH Fam MSD for 7890 GC Add Laser Printer Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W)	1.000 EA	81,621.00 USD	16,242.58-	65,378.42
Special discount of 19.90 % is applied.				
G3442B Agilent 7890B GC for MS with SSL inlet. Includes 100psi split-splitless inlet LAN interface and MS interface (for Agilent 5977 Series MSD or Agilent 7000 Triple Quad GC/MS or 7200 Q-TOF GC/MS). With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)	1.000 EA	22,279.00 USD	4,433.52-	17,845.48
Special discount of 19.90 % is applied.				
G3397B	1.000 EA	2,543.00 USD	506.05-	2,036.95



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Quote No.	Create Date	Delivery Time	Page
2681318	10/18/2018	6 Weeks	2 of 5
Contact		Phone no.	Valid to
Curtis Bookwaller		866-581-0480	12/17/2018
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Ion Gauge Kit for 5977 MSD. With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 19.90 % is applied.				
G1033B	1.000 EA	5,921.00 USD	1,178.28-	4,742.72
NIST 2017 MS Library Bundle includes EI library of 307K spectra of 267K compounds plus GC retention indices for over 82K compounds Special discount of 19.90 % is applied.				
H2149A	1.000 EA	9,785.00 USD	1,947.22-	7,837.78
Method and Application Consulting On-site consulting for a maximum of 4 participants. Certificates and manuals not included. With the following configuration: Ship-to Country : USA Three Day On-site (Includes Travel) Special discount of 19.90 % is applied.				
G3870-20448	1.000 EA	148.00 USD	29.45-	118.55



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Curtis Bookwalter	866-581-0480	12/17/2018	
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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Extraction Lens, 6mm				
Special discount of 19.90 % is applied.				
Gross Amount				: \$ 122,297.00
Total Discount				: \$ 24,337.10
Net Amount				: \$ 97,959.90
Total				: \$ 97,959.90



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Quote No.	Create Date	Delivery Time	Page
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Curtis Bookwalter		866-581-0480	12/17/2018
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 To place an instrument and/or software order, please fax the order to 302-633-8953.
 To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
- 4) Or you can mail your order to:
 Agilent Technologies
 North American Customer Contact Center
 2850 Centerville Road BU3-2
 Wilmington, DE 19808-1610

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

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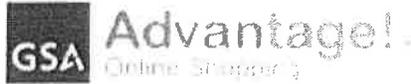
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G7077BA

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\$64,236.59

incl: [d](#) [v](#) [h](#) [s](#) [o](#)

From 3 sources

5977B Inert Plus MSD Turbo EI Bundle

Mfr: AGILENT LIFE SCIENCES





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G3442B

From:
\$17,643.62

incl: [d](#) [v](#) [h](#) [s](#) [o](#)
From 3 sources

Agilent 7890B GC for MS with SSL inlet--May require mandatory options. Please contact Agilent for details
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Agilent Technologies

MICRO-ION VACUUM GAUGE FOR USE WITH G3397B

From: **\$1,542.73**

incl: s o

From 2 sources

Micro-Ion Vacuum Gauge for use with 5977 MSD

Mfr: AGILENT LIFE SCIENCES





City of Chattanooga

Mayor Andy Berke

November 21, 2018

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 first (1st) contract renewal option for twelve (12) months through November, 2019, with one (1) renewal option remaining, for an estimated annual amount of \$300,000. A copy of the signed letters from the vendors and copies 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



City of Chattanooga

Mayor Andy Berke

October 17, 2018

Lee-Smith, Inc
Attn: Tony Boyd
2600 8th Avenue
Chattanooga, TN 37407

Subject: 546529 – Vehicle Collision Repair & Services

Dear Mr. Boyd:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be November 28, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to mmckeel@chattanooga.gov if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: _____

Date: _____

October 17th, 2018

Sincerely,

Mark McKeel, Buyer
City of Chattanooga
Phone: (423) 643-7236 Fax: (423) 643-7244

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
--	---

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.
--	---

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 / 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	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
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL -GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchase Order issued in accordance with Lee-Smith, Inc. bid received on September 11, 2017 is hereby made part of this contract.					
City Council approved on November 21, 2017.					
Contract dates: November 29, 2017 to November 28, 2018					
Contact Person: Tony Boyd Phone No.: 423-648-6451 Mobile No.: 423-582-6019 E-mail: tboyd@lee-smith.com					
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: _____			

***** 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: 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
--	--

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

***** NOTICE *****

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City of Chattanooga

Mayor Andy Berke

October 17, 2018

Maaco Collision Center
Attn: George Miller
4005 Dodds Avenue
Chattanooga, TN 37407

Subject: 546530 – Vehicle Collision Repair & Services

Dear Mr. Miller:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be November 28, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to mmckeel@chattanooga.gov if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: _____

Date: _____

11-6-18

Sincerely,

Mark McKeel, Buyer
City of Chattanooga
Phone: (423) 643-7236 Fax: (423) 643-7244

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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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; 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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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
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchase Order issued in accordance with Maaco Collision Center bid received on September 13, 2017 is hereby made part of this contract.					
City Council approved on November 21, 2017.					
Contract dates: November 29, 2017 to November 28, 2018					
Contact Person: George Miller Phone No.: 423-867-7134 Fax No.: 423-867-9276 E-mail: maacochattanooga@comcast.net					
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: 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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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
--	--

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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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

November 14, 2018

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

**Subject: Requisition 178189 – New Blanket Contract – ESRI Small Enterprise Agreement
– Information Technology Department**

Dear Mr. Messer:

Council approval is recommended to award a new blanket contract as needed for Information Technology Department. The contract term will be for twelve (12) months ending November 2019, with the option to renew for an additional two (2) years. The estimated spend for year one is \$50,000.00. A copy of the sole source justification is enclosed.

I recommend awarding blanket contract for Small Enterprise Agreement to ESRI.

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

Respectfully yours,

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

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

ESRI 380 New York Street Redlands, CA 92373



August 14, 2018

Ms. Koren Sapp
City of Chattanooga
1250 Market St Ste 2100
Chattanooga, TN 37402-4442

Dear Koren,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: "**THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY.**" Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Dawn Matasic



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/13/2018 To: 11/11/2018

Quotation # 20534653

Date: August 13, 2018

Customer # 281547 Contract #

City of Chattanooga
 Public Works Dept
 1250 Market St Ste 2100
 Chattanooga, TN 37402-4442

ATTENTION: Koren Sapp
 PHONE: (423) 643-6334
 FAX: (423) 643-6027

Material	Qty	Description	Unit Price	Total
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement - Year One	50,000.00	50,000.00
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement - Year Two	100,000.00	100,000.00
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement - Year Three	150,000.00	150,000.00
			Item Total:	300,000.00
			Subtotal:	300,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$300,000.00

**As you can see the official quote is totaled for all three years, however, the PO only needs to be for one year at a time. Payment for the second and third year of the EA will be due on the anniversary date of your EA. The start date of the EA is the day we receive your initial PO and signed agreement. This date will also be used in the calculation of any maintenance already paid that will overlap within the first year. You will then have the choice to apply this credit towards the PO of and only pay the difference.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dawn Matasic	Email: dmatasic@esri.com	Phone: (909) 793-2853 x8647
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/legla/supplemental-terms-and-conditions apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		
<i>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</i>		



Marisol Hernandez <mhernandez@chattanooga.gov>

Fwd: Esri Agreement

1 message

Donna Jeffery <djeffery@chattanooga.gov>

Mon, Nov 12, 2018 at 9:08 AM

To: Takenya Berry <tkwilliams@chattanooga.gov>, Marisol Hernandez <mhernandez@chattanooga.gov>, Cannon Karen <kcannon@chattanooga.gov>, Koren Sapp <ksapp@chattanooga.gov>

Marisol,

The ESRI Enterprise Agreement did go through legal review. Please see the email below from Harolda stating this is the final signed copy from the vendor. Let us know if you need any other information.

Thanks

Donna Jeffery, PMP, CGCIO

Deputy CIO

City of Chattanooga

Edney Innovation Center

1100 Market St. Suite 300

Chattanooga, TN 37402

Office: 423-643-6335

djeffery@chattanooga.gov

www.chattanooga.gov

----- Forwarded message -----

From: **Harolda Bryson** <hbryson@chattanooga.gov>

Date: Mon, Oct 1, 2018 at 8:52 AM

Subject: Esri Agreement

To: Koren Sapp <ksapp@chattanooga.gov>

Hi Koren,

Please find attached the final copy of the Esri agreement that has been signed by Esri's authorized signatory. I am not sure which department this contract originated in. Nevertheless, please have the Administrator of that department sign the agreement on behalf of the City.

Please let me know if you have any questions.

Thank you,

Harolda

Harolda Bryson

Office of the City Attorney

City of Chattanooga

100 E. 11th Street, Suite 200

Chattanooga, TN 37402

(423) 643-8241

hbryson@chattanooga.gov

--

Koren Sapp

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
1,000 Level 1 ArcGIS Online Named Users
1,000 Level 2 ArcGIS Online Named Users
110,000 ArcGIS Online Service Credits
1,000 Level 2 ArcGIS Enterprise Named Users
15 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Master Agreement



Agreement No. 335404

This Master Agreement ("Agreement") is between the entity shown below ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

CITY OF CHATTANOOGA
(Customer)

101 E. 11th Street, Chattanooga, TN 37402

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: [Signature]
Authorized Signature

Printed Name: Timothy Brazeal
Manager, Commercial & Government Contracts

Title: _____

Date: September 28, 2014

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Deliverables or Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Trial, Evaluation, and Beta Licenses. Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any Customer Content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the end of Customer's evaluation period.

1.5 Educational Programs. Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

1.6 Grant Programs. Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

1.7 Other Esri Limited-Use Programs. If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

2.0 SOFTWARE

2.1 License Types. Esri licenses Software under the following license types; the Documentation and Ordering Documents identify which license type(s) applies to the ordered Software:

- a. **Concurrent Use License.** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License.** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License.** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License.** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use.** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License.** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License.** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License.** Customer may reproduce and distribute the Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- i. **Server License.** Customer may install and use the Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License.** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License.** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 Permitted Uses

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the

aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.

4. Move the Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
 - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
 - d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>

3.0 ONLINE SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access Customer Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use of Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

3.2 Online Services Descriptions. Esri publishes Online Services subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).

3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build Value-Added Applications for internal use by Named Users in accordance with the published Online Services descriptions.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription. This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:
 1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
 2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.

3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Applications.
4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

3.4 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may reassign a Named User License if the former Named User no longer requires access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
- c. Customer will ensure that Customer Content is suitable for use with Online Services and will maintain regular offline backups using the Online Services export and download capabilities

3.5 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.6 Subscription Fee Changes. Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the United States, the distributor may provide notice of rate changes.

3.7 Sharing Customer Content. If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

3.8 Limits on Use of Online Services, Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

4.0 DATA

4.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. "**Business Listing Data**" means any dataset that includes a list of businesses and may include other associated business attributes.
- b. "**Esri Content Package(s)**" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. "**Street Data**" means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of the Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 2. Synchronized multivehicle routing; or
 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data.* Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data"):* Customer's right to use data downloaded to the Customer's premises (e.g. MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

5.0 MAINTENANCE

US Customers: Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

Customers outside the United States: Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to a Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" or "EMCS" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables provided on a firm fixed price basis and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"**Malicious Code**" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"**Named User(s)**" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

"**Named User Credential(s)**" means an individual person's login and associated password enabling that person to access and use Products.

"**Named User License**" means the right for a single Named User to use a specific Esri Offering.

"**Online Services**" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"**Ordering Document(s)**" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying the Esri Offerings, updates, or Services that Customer orders.

"**Perpetual License**" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"**Personal Use**" means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental, or nonprofit entities.

"**Product(s)**" means Software, Data, and Online Services.

"**Professional Services**" means any development or consulting services that Esri provides to Customer.

"**Sample(s)**" means sample code, sample applications, add-ons, or sample extensions of Products.

"**Service(s)**" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"**Software**" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"**Specification(s)**" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"**Task Order(s)**" means an Ordering Document for Services.

"**Term License**" means a license for use of an Esri Offering for a limited time period ("**Term**").

"**Third-Party Content**" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"**Training**" means standard Product training that Esri provides under this Agreement.

"**Training Materials**" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

"**Value-Added Application(s)**" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be:
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

2.3 Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Cloud Services; and

- c. Stop using and uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings and Services offered under a Perpetual License runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings and Services offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or current subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, Esri's indemnification obligations, either party's gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 **Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.** Except as provided in Article 4.2, any liability of Customer to Esri for claims, damages, losses, or costs arising out of or related to acts performed by Customer under this Agreement shall be governed by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, *et seq.*

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 **Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 **General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the indemnified parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents.

5.4 **Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the

defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—RESERVED

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either:
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Payments will be made in amounts which are consistent with the quote and invoice as set forth in the Purchase Order by Esri.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.5 Taxes and Fees; Shipping Charges. Fees that Esri quotes to Customer are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges. Esri will add any such taxes that it is required to remit to the total amount of its invoice to the Customer. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Compliance Review and Audit.

- a. **Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.
- b. **Records Retention and Audit.** All records relating directly to purchases made under this Agreement shall be made available for inspection and copying by Customer upon written request. Additionally, said records shall be made available upon request by Customer to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Esri shall maintain and protect these records for no less than **seven (7) years** after the termination of the Agreement, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Agreement. For the avoidance of doubt, Esri's records of indirect costs, overhead costs, profits, profit margins, or offerings to any other Esri customer are not applicable under this Section.

9.7 No Implied Waivers. A waiver by either Customer or Esri of any breach of this Agreement shall be in writing. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without providing prior written notice to Esri and its authorized distributors. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri. Customer will not assign, sublease, transfer Customer's rights or delegate Customer's obligations under this agreement to (i) any person on the US Treasury Department's list of Specially Designated Nationals; (ii) any person or entity on the US Commerce Department's Denied Person's List; or (iii) any competitor of Esri.

9.10 Third Party Rights. Except as provided in Article 1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Customer and Esri.

9.11 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.12 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected. Online Services are FISMA-Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010.

9.13 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods. This Agreement will be governed by the laws of the State of Tennessee without reference to its conflict of laws principles.

9.14 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Mediation.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:
 - i. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - ii. The parties agree to share equally in the expense of the mediation.
 - iii. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
 - iv. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.
- b. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- c. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- d. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.

9.15 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

9.16 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized

distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.17 Integration. This Agreement represents the entire and integrated agreement between Customer and Esri. All prior and contemporaneous communications, representations, and agreements by Esri, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

9.18 Notice. Notices required under this Agreement may be sent to the following addresses:

If to Esri:

Environmental Systems Research Institute, Inc.
Attn: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853

Email: LegalNotices@esri.com

If to Customer:

City of Chattanooga
Information Technology
Attn: Koren Sapp
1100 Market Street, Suite 3
Chattanooga, TN 37402
(423) 643-6334

With Copy to:

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
(423) 643-8250

9.19 Compliance With Laws. The Customer has entered into this agreement with Esri relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Esri represents that it knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

CHATTANOOGA PURCHASING DIVISION
SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are goods and services available from only one supplier, and cannot be procured through the competitive bidding process because of the existence of a single source of supply, or other reason below. Justification for this basis must be provided, per purchase order.

Description of item/service, its function and cost estimate: \$ 300,000.00

This is a sole source vendor because:

- Sole provider of proprietary rights, and/or is a licensed or patented good or service.
 Sole provider of items that are repair parts of or upgrades to existing equipment/systems.
Sole provider of factory-authorized warranty service.
 Sole provider with specialized facilities or technical competence.
 Sole provider of unique equipment or products not offered by others.

What steps were taken to verify that these features are not available elsewhere?

(Attach any additional explanation) ESRI is the only provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements as bundled into one package.

Other brands/manufacturers were examined (List specific company names, phone numbers and contact names, and explain why there were not suitable)

Other vendors were contacted (List specific company names, phone numbers and contact names, and explain why these were not suitable).

What specific feature makes this item unique and why is this feature needed for your project?
ESRI is the only source that can deploy and support enterprise software for the Small Municipal and County Government EA package.

Please attach the suggested vendor's letter stating the reasons that it is considered a sole source for the product/service, if applicable.

Suggested Vendor: Environment Systems Research Institute (ESRI)

Department: Information Technology Contact: Donna Jeffrey

Department's recommendation for sole source is based upon an objective review of the good/ service being required and appears to be in the best interest of the City.

Donna Jeffrey
Signature

8-16-2018
Date



SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com

DATE: August 14, 2018

TO: City of Chattanooga

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com



Esri Small Government Enterprise Agreement Program (SGEA)

Benefits of a SGEA:

- Administrative
 - Change the access to GIS from a bottleneck, to an enabling technology
 - Remove legal liability related to tracking adherence to licensing agreements
 - More easily manage technological change in versions, operating systems, etc.
 - Reduced administrative costs
- Procurement
 - Eliminate cost and time of incremental purchases – no RFPs, quotes, or license agreements
 - Ease of license addition
 - Use of the correct software for the defined solution, not simply to meet the budget
 - No need to justify additional software needs
 - No need to waste time on multiple procurement justifications
- Budgeting and Financial Predictability
 - Fixed price for term of agreement (three years)
 - No need to budget for additional software
 - Centralized license management with a single point of billing
 - No maintenance invoices
 - One annual invoice
- Technology Growth
 - Successfully implement ArcGIS for Local Government more quickly
 - Take full advantage of integration with ArcGIS Online or ArcGIS Enterprise

- Promote innovation – ability to experiment with new and different technology at no additional cost
- Ability to remain current with the latest software version(s)
- All Esri software at the same version
- Take advantage of the appropriate extensions when needed
- Ability to spread both casual and sophisticate technology across the department(s)
- Ability to support non-traditional departmental use
- Flexible Licensing
 - Remove impediments to growth of GIS
 - Deploy software where and when it's need, including the cloud
 - Add and subtract licenses at no additional cost
 - Ability to support short term projects
 - Ability to support contractor and/or temporary staff needs

Characteristics of Successful SGEA Customers:

- Broadly use GIS across their organization
- Depend upon GIS to achieve defined business objectives, solve problems and expand GIS benefits such as:
 - Increase efficiency
 - Support better decision making
 - Improve customer service
 - Provide accountability/transparency
 - Create value
 - Comply with mandates & Requirements
 - Meet, or exceed, key performance indicators
 - Increase collaboration
 - Communicate more effectively
 - Understand, plan and improve the community
- Regard GIS as a mission-critical, enterprise IT system

- Need to integrate GIS with other enterprise applications
- Have a GIS champion driving the organization's vision
- Have, maintain and follow a GIS strategic plan
- Follow recommended best practices for IT, GIS, and Esri such as:
 - Development, staging, production and publication environments
 - Service level agreements
 - Business continuity and risk mitigation
 - Environment isolation
- Understand that a complete and successful enterprise GIS implementation includes software, hardware, data, services, and training
- Intend to deploy GIS solutions that support all six of the following key business patterns:
 - Location Enablement
 - Location Data Management
 - Decision Support
 - Field Mobility
 - Analytics
 - Constituent Engagement
- Plan to continually grow the number of GIS consumers within, and external to, the organization
- Seeks to implement GIS in a proactive, rather than reactive, manner
- Focus on maximizing the application of spatial analysis techniques to provide business solutions
- Pursue opportunities to implement a GIS-powered Open Data solution
- Understand and implement GIS as a Location Platform that provides spatial insight to all staff, contractors and the public on any device
- Prioritize commercial-off-the-shelf GIS solutions over customer solutions
- Provide GIS-powered operational dashboards for executives, management and elected officials
- Keep up with the latest technology by prioritizing innovation and participating in beta programs



City of Chattanooga
Mayor Andy Berke

November 14, 2018

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

Subject: PO 528980 – Renewal of Blanket Contract – Computer Technology, Equipment, and Supplies – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew Blanket Contract 528980 for computer technology, equipment, and supplies with CDW-G as needed for Information Technology Department.

This contract utilizes Sourcewell Contract # 100614-CDW. The City of Chattanooga is renewing the 4th contract renewal option through November 18, 2019. The estimated annual spend for this contract is \$4, 500,000.00. A copy of the Sourcewell Contract is enclosed for your review.

I recommend renewing blanket contract 528980 for Computer Technology, Equipment and Supplies with CDW-G.

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

CDW Government, Inc. 230 N. Milwaukee Ave Vernon Hills, IL 60061

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735492 Vendor Alternate ID: 8859 CDW Government Inc 230 N Milwaukee Ave Vernon Hills, IL 60061
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PO Date: 08-OCT-14 Buyer: Debbie Talley FOB: DESTINATION Terms: Immediate	Purchase Order Number 528980 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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 | |

CB Woodward
10/4/17

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Chattanooga, TN 37402

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1	Technology Solutions with Related Equipment & Accessories (Contract with CDW-G thru NJPA Consortium Contract #100614-CDW)	0.00	Each	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: CDW Government LLC

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.

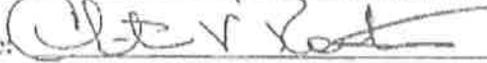
Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPT'S
3	J. TOTAL COST OF ACQUISITION The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.	For section J, please remove the words, "for its intended purpose".	NJPA Accepts
7	3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services.	<p>CDW•G does not manufacture materials nor is it the provider of warranty support services. CDW•G is only selling commercial off-the-shelf products. As such, CDW•G does not believe this term applies to our offering and request its removal.</p> <p>All warranties reside with the manufacturer of the items, and CDW•G will assign its warranty rights to the extent allowable. NJPA and NJPA Members must look to either the manufacturer or publisher of the items and the third party service provider of the support services (as applicable) to address any performance and associated responsibility.</p> <p>CDW•G allows returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. Your dedicated CDW•G account manager can provide further details.</p> <p>For any on-site services performed under CDW•G's Statement of Work ("SOW Services"), CDW•G offers a standard warranty for performance/re-performance or a refund after receiving notice of any non-conformities within a defined period after original performance.</p> <p>CDW•G can agree to defend NJPA and NJPA Members for third party claims for death, bodily injury or damage to tangible personal property during the performance of SOW services that's subject to an approved and appropriate dollar cap and limited to direct damages.</p>	NJPA Accepts
7	3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/ product/services: NJPA desires a single source of responsibility for equipment/ products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/ products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any	Please delete in accordance with CDW•G's exception to section 3.23, as noted above.	NJPA Accepts

	such Sub-Contractor;		
9	<p>3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members</p>	Please delete in accordance with CDW•G's exception to section 3.23, as noted above.	NJPA Accepts
9	<p>3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.</p>	<p><u>Patent/Warranty:</u> The NJPA or NJPA Members understand that the Vendor is not the manufacturer of the products purchased by the NJPA or NJPA Members hereunder and the only warranties offered are those of the manufacturer, not Vendor or its affiliates. In purchasing the products, the NJPA or NJPA Members are relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Vendor or its affiliates. VENDOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. The NJPA or NJPA Members expressly waives any claim that it may have against Vendor or its affiliates based on any product liability or infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from Vendor or its affiliates against any such Claim made against the NJPA or NJPA Members by a third party. The NJPA or NJPA Members acknowledge that no employee of Vendor or its affiliates is authorized to make any representation or warranty on behalf of Vendor or any of its affiliates that is not in this Agreement. Vendor will not be responsible for and no liability shall result to Vendor or any of its affiliates for any delays in delivery which result from any circumstances beyond Vendor's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates provided by Vendor and any purported deadlines contained in any other document are estimates only.</p> <p><u>Services Warranty:</u> Vendor warrants that the SOW Services will be performed in a good and workmanlike manner. The NJPA Member's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any SOW Services not in substantial compliance with this warranty, or (b) refund amounts paid by the NJPA Member related to the portion of the SOW Services not in substantial compliance; provided, in each case, the NJPA Member notifies Vendor in writing within thirty (30) business days after performance of the applicable SOW Services. This warranty is voided if the SOW Services are altered by anyone other than Vendor or any of its affiliates or any of its or their personnel</p> <p><u>Hold Harmless:</u> Vendor shall indemnify and hold harmless the NJPA or NJPA Members for any damages or losses to the NJPA or NJPA Members arising from Claims. "Claims" are defined as (i) claims brought by a third party for death or</p>	NJPA Accepts

		personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the NJPA or NJPA Members allegedly resulting from the grossly negligent or willful misconduct of the Vendor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a Claim.	
9-10	3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/ Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	For section 3.36, please see Vendor's response in section 3.35 above.	NJPA Accepts
20	5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.	Section 5.51 shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response.	NJPA Accepts
20	5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of nonconforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.	For section 5.5.3, please see Vendor's response in section 3.35 above. shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response.	NJPA Accepts
20	5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.	Section 5.5.4 shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response. Your dedicated Vendor account manager can provide further details, and has the ability to work with the NJPA Member, when requested, to pay for returns.	NJPA Accepts
24	G. CERTIFICATE OF INSURANCE 6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.	G. CERTIFICATE OF INSURANCE 6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification <u>evidence of coverage</u> , in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.	NJPA Accepts
25	6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.	6.26 Subcontractors: Vendors' certificate(s) <u>general liability coverage</u> shall include all <u>coverage for its</u> subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.	NJPA Accepts

28	<p>D. AUDITS</p> <p>7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.</p>	<p>7.8 No more than once per calendar year during the Contract's Term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) thirty (30) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged <u>the accuracy of amounts paid</u> under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.</p>	NJPA Accepts
29	<p>7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.</p>	<p><u>Either party</u> NJPA may execute Contract termination without cause with a required sixty (60) day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.</p>	NJPA Accepts
31	<p>8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.</p>	<p>For section 8.10, please see Vendor's response in section 3.35 above.</p>	NJPA Accepts
31	<p>F. DATA PRACTICES</p> <p>8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:</p>	<p>F. DATA PRACTICES</p> <p>8.15 All materials submitted in response to this RFP will <u>be used to evaluate the RFP only</u> become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. <u>No ownership rights are extended by Responder.</u> If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:</p>	
42	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and</p>	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and</p>	NJPA Accepts
42	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include</p>	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition,</p>	NJPA Accepts

	shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and	the Proposer accepts all general terms and conditions of this RFP as mutually agreed to, including all responsibilities of commitment as outlined and proposed; and	
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Proposer's Signature: 

Date: 09.25.2014

Christina V. Rother, President CDW-G

NJPA CLARIFICATIONS:

Any proposed exception not explicitly accepted by NJPA is hereby rejected and will not be part of the Contract.



Contract Award
RFP 100614 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

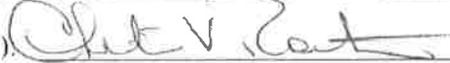
In compliance with the Request for Proposal (RFP) for TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, 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: CDW Government LLC Date: 09.25.2014

Company Address: 230 N. Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061

Contact Person: Christina V. Rother Title: President, CDW Government LLC

Authorized Signature (ink only)  Christina V. Rother
(Name printed or typed)

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: CDW Government LLC

Contact Person for Questions: Mark Ellis

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 230 N. Milwaukee Ave

City/State/Zip: Vernon Hills, IL 60061

Telephone Number: 877.489.8641 Fax Number: 732.380.6390

E-mail Address: markelli@cdwg.com

Authorized Signature: *Christina V. Rother*

Authorized Name (typed): Christina V. Rother

Title: President, CDW Government LLC

Date: 09.25.2014

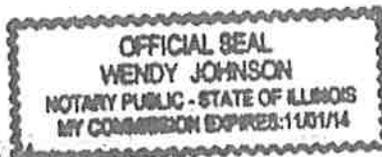
Notarized

Subscribed and sworn to before me this 25th day of September, 20 14

Notary Public in and for the County of Lake State of Illinois

My commission expires: 11/1/14

Signature: *Wendy Johnson*





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: CDW Government LLC

Questionnaire completed by: Mark Ellis and Larissa Newman

PAYMENT TERMS AND FINANCING OPTIONS

1) Identify your payment terms if applicable. (Net 30, etc.)

Our standard payment terms are Net 30, but we are flexible to our customers' needs. We will work with members to arrange other terms, when necessary and dependent on a few financial factors.

2) Identify any applicable leasing or other financing options as defined herein.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.



Mark has been working diligently to get NJPA's preferred leasing partner, National Cooperative Leasing (NCL) on-boarded as one of our own leasing partners, to further support Members' financing needs. We are pleased to be able to highlight our partnership with NCL for this next contract reiteration. In response to the RFP leasing requirements, NCL details the options they have available to suit members' varying budgetary requirements. We've also included example documentation in the supplemental attachments.

Examples of such options include Tax Exempt Municipal Leases, Fair Market Value Leases, \$1 Buyout Leases, and customized programs as required by client. National Cooperative Leasing also offers government agencies purchasing on this contract a "Purchase Order Only" program. Under this program agencies merely issue a purchase order with leasing language (provided in attachment) included in the body of purchase order. No lease agreement is necessary. Leasing terms and conditions will be provided and reside in the contract between CDW•G and NJPA.

Additionally, CDW•G and National Cooperative Leasing will also offer member agencies the "FlexPlus" leasing plan. The FlexPlus plan offers agencies a Tax Exempt Municipal Lease plan along with a Technology Refresh Window whereby agencies can upgrade their equipment and walk away from their existing lease during the refresh window period. This plan provides a low monthly or annual cost along with the flexibility to return old technology for new technology.

5.43.1.1: National Cooperative Leasing will offer NJPA member agencies interest rates tied to the existing Libor Rate (Rate Index). The maximum rate to be charged will be Libor plus 7 percent for public agencies who qualify for tax exempt municipal financing. This is a ceiling rate. Rates can and will be lower depending on size of transaction, term

of transaction and risk associated with the transaction as determined by National Cooperative Leasing. Rates for Non-Profit (501 C 3) corporations may have a higher "risk adjusted" rate as determined by National Cooperative Leasing.

5.43.1.2: The index rate being adjusted is Libor.

5.43.1.3: The "Purchase Option" offered will depend upon the program being offered. Fair Market Value leases will contain a purchase option equal to the fair market value of the equipment at the termination of the lease. Tax Exempt Municipal Leases, FlexPlus leases and \$1 buy-out leases will have a purchase option of \$1 at the termination of the lease.

5.43.1.4: The available terms offered will be from 12 months to 84 months.

5.43.2: Lease Servicing Center, Inc. dba National Cooperative Leasing is the leasing provider offered. National Cooperative Leasing, headquartered in Alexandria, Minnesota, is an existing provider of NJPA and has had a Professional Services Agreement with NJPA since 2001.

5.43.2.1: Lease Servicing Center, Inc. dba National Cooperative Leasing
220 22nd Ave East
Suite 106
Alexandria, MN 56308

5.43.2.2: There is no ownership, common ownership, or control between CDW•G and National Cooperative Leasing.

3) **Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA 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 he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?**

CDW•G doesn't operate a dealer network the way capital or heavy equipment companies do.

We will be the only party accepting P.O.s and all contract management functions will continue to be handled by Mark and his team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance. However, the relationship the member has with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member.

There are a number of other instances where a member may have an agreement directly with a manufacturer or service partner. Examples include, but not limited to, software licensing agreements, lease agreements, and cloud agreements.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

4) **Do you accept the P-card procurement and payment process?**

We do accept this form of procurement and payment process. We also accept ghost cards as well.

WARRANTY

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

CDW•G offers the standard manufacturer's warranty on all of the products which we provide. We actively support members in connecting with the right contact for their warranty coverage and assist them to reach a solution if there is a dispute with the OEM over the warranty terms.

We also offer the following value added services to NJPA members.

- **CDW•G provided 30 day warranty.** CDW•G offers a complimentary 30 day warranty for most products we sell. Once the 30 days have expired, CDW•G's technical support or the NJPA member's dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support.** We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW•G. Our technical support technicians are US based, located in Eatontown, New Jersey, responding to about 60 calls a day. All technicians are CompTIA certified; hold, at minimum, A+ and Network+ certifications; and have an average tenure of 13 years. These technicians are available Monday – Friday, 7:00 am – 7:30 pm CST. Their expert assistance results in an average resolution time of 30 minutes for computers, and about 45 minutes of servers and server operating systems. For insight into technical issues members can monitor the frequency and type of technical support requests via their CDW•G Account Center site.
- **Extensive engineering support.** We have over 1,060 service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to NJPA members by phone, and we also offer on-site support. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

If standard warranty does not meet the needs of members, CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the insurance of predictable costs and repair response times that a warranty agreement can provide. Included in our impressive portfolio:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Help desk services

The variety of our portfolio allows us to offer effective problem diagnosis and resolution for every member need.

6) Do all warranties cover all products/equipment parts and labor?

The actual warranties will vary by manufacturer, but in general, they do cover all material and labor. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase. This information is also available at any time on cdwg.com.

7) Do warranties impose usage limit restrictions?

Warranty usage limits vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Warranty coverage of travel time will vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Warranty limitations and special circumstances will vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Warranty repairs are completed based on the warranty coverage. If the warranty was purchased through CDW-G, our Account Teams and Help Desk Coworkers can access warranty coverage information and get the member connected to the right person to assist.

EQUIPMENT/PRODUCT/SERVICES, PRICING, AND DELIVERY

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are truly technologically diverse, with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We don't purport to offer "the kitchen sink," because we believe that our partner vetting process weeds out risky vendors and products, ultimately helping our clients. Our offerings range from discrete hardware and software products and services to complex integrated solutions that include one or more of these elements. We believe our customers increasingly view technology purchases as integrated solutions rather than discrete product and service categories and we estimate that approximately 51% of our net sales in 2013 came from sales of product categories and services typically associated with solutions. Our hardware products include notebooks/mobile devices (including tablets), network communications, enterprise and data storage, video monitors, printers, desktop computers and servers.

Our software products include application suites, security, virtualization, operating systems, network management and Software as a Service ("SaaS") offerings. We also provide a full suite of value-added-services, which range from basic installation, warranty and repair services to custom configuration, data center and network implementation services, as well as managed services that include Infrastructure as a Service ("IaaS") offerings.

We also offer a variety of integrated solutions, such as:

- **Mobility:** We assist our customers with the selection, procurement, and integration of mobile security software, hardware devices such as smartphones, tablets and notebooks, and cellular wireless activation systems. We also provide mobile device management applications with policy and security management capabilities across a variety of mobile operating systems and platforms.
- **Security:** We assess our customers' security needs and provide them with threat prevention tools in order to protect their networks, servers and applications, such as anti-virus, anti-spam, content filtering, intrusion prevention, firewall and virtual private network services, and network access control. We also design and implement data loss prevention solutions, using data monitoring and encryption across a wide array of devices to ensure the security of customer information, personal employee information, and research and development data.
- **Data Center Optimization:** We help our customers evaluate their data centers for convergence and optimization opportunities. Our data center optimization solutions consist of server virtualization, physical server consolidation, data storage management and energy-efficient power and cooling systems.
- **Cloud Computing:** Cloud computing is a combination of software and computing delivered on demand as a service. We provide SaaS and IaaS solutions that reside in the public cloud, meaning any person or organization interested in porting applications and resources to an external "public" cloud system can do so. Likewise, we provide similar private cloud-based solutions to our customers that prefer to avoid running their infrastructure on a shared public platform but want to obtain the flexibility, scalability and access offered by cloud computing and collaboration.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it, and provides employees with remote desktop access. Our

specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.

- Collaboration: We provide our customers with communication tools that allow employees to share knowledge, ideas and information among each other and with clients and partners effectively and quickly. Our collaboration solutions unite communications and applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, instant messaging, presence, social media, voice, video, hardware, software, and services. We also host cloud-based collaboration solutions.

We provide value to our customers by simplifying the complexities of technology across design, selection, procurement, integration, and management. Our goal is to have our customers, regardless of their size, view us as an indispensable extension of their IT staffs. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our multi-brand offering approach enables us to identify the products or combination of products that best address each customer's specific organizational IT requirements and to evolve our offerings as new technologies develop.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Our proposed model is a discount off of our Nationally Advertised Price (NAP), just like the current contract model.

We think this model continues to be a competitive and advantageous price offer for NJPA Members. The dynamic price structure updates automatically as our advertised price updates to market conditions and benchmarking. This ensures that we aren't leaving additional savings on the table, as is the case when a customer has to wait for a contract to be manually updated. We conduct a quarterly analysis of our CDW•G advertised price compared to advertised pricing available from our competitors on a random market basket of over 20,000 products to ensure that we meet or beat the competition on average. This discipline means that a contract structure built from CDW•G advertised is inherently more competitive than one built from another reseller.

To further increase savings to Members, we propose our discounts that align to our own internal catalog categories. This helps us provide deeper discounts where we can, instead of blanketing our catalog with one, more conservative, discount. Our proposed discounts are communicated to our Sales Teams as a ceiling or "not to exceed" price. More often than not, our AMs are able to negotiate even further discounts for NJPA members.

For included Professional Services, we propose our 2014-2015 advertised rates. As with our catalog pricing, we will update these hourly rates as our advertised rates are updated.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discount amount varies by product category, the range is 0-13%. Our proposed pricing compared to the current contract offering provides further discounts in 78% of the categories, or an average additional 1.01% discount *per category*.

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Due to the size of our catalog, we ask that NJPA refer to <http://www.cdwg.com/njpa100614> for proposed items SKUs. The price reflects the applicable proposed category discount for each product. We've included the proposed category discounts in the supplemental attachments.

The single most important factor in a price model for this contract is the reference point from which price is calculated.

Respondents, who propose discounts from MSRP, or a manufacturer's list price, are often not providing the best value for Members. Such MSRP lists are infrequently updated and completely irrelevant to market conditions. In an

ever changing market like IT, this can mean prices in the industry lower dramatically before your contract prices. To further complicate things, not all OEMs have price lists, which results in a limited catalog offer, or a vendor selecting a price list on their own.

The misleading point of price discounts from a MSRP list price is that proposed discounts can seem more aggressive at first glance, but when comparing at a line item level, a dynamic catalog offer (like CDW•G's) gets Members their technology for a lower cost.

There are two major factors in the discrepancy. 1) Resellers do not buy most products at a discount from list, as described above, we are opportunistic and buy based on market conditions and then apply a standard range mark-up to arrive at Advertised price. 2) Resellers are able to get far more advantageous pricing, due in large part to the quantity of product we source from manufacturers and/or distribution partners. Because of our many intimate OEM partnerships and our buying power, CDW•G's NAP is historically far lower than MSRP.

The chart we've included to the right display three products that have been compared using the MSRP vs. CDW•G NAP Models. These charts highlight the variance in the relationship between the two indices and the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP.

As you can see, the discounts we are proposing look lower than the 20% MSRP discount, but provide over \$314 more, or nearly double the savings at the line item level.

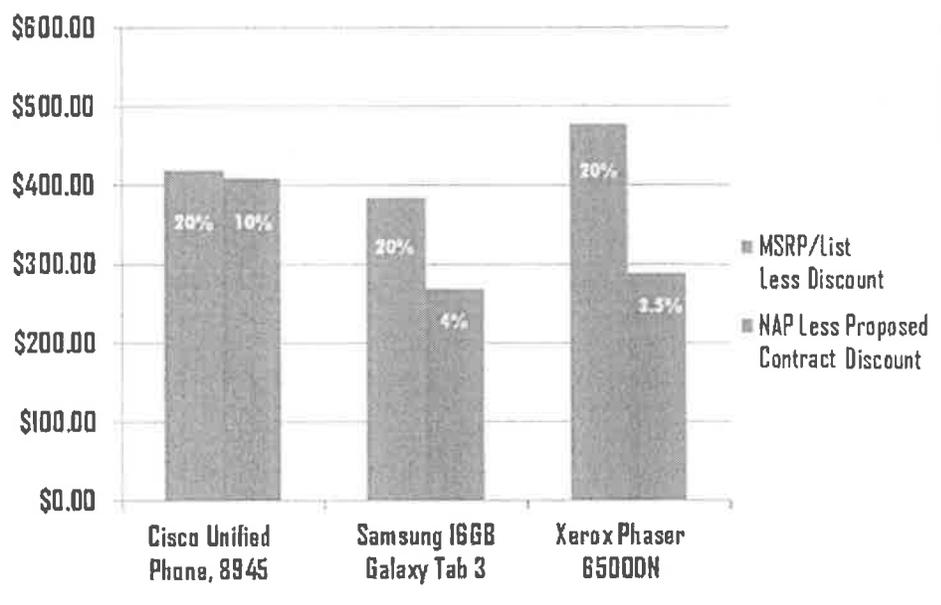


Figure 9: CDW•G's dynamic pricing model provides members the best value for their procurement dollar

The Xerox Phaser currently has an instant savings deals (until 10/31), which discounted the item \$200 more. We included this as an example because it demonstrates how we are able to incorporate further savings as they are available. This \$200 would not be recognized in an MSRP model.

As evidenced, selecting a partner like CDW•G that utilizes a dynamic price reference point allows for the extension of better pricing even with a lower discount number. Adding up all total discounts does not qualify savings unless NJPA is aware of where the prices originate. CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is automated. This benefits NJPA Members in many ways, including that price decreases are easily track-able and reportable by running a basic report. On the flip side, MSRP models require continuous monitoring and manual price adjustment entry for thousands of line items. With our model, we can simply query price changes, update the price index, and quickly and easily pass savings to NJPA members.

In summary, CDW•G's dynamic price model keeps NJPA's evaluation simple, and allows NJPA members to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

15) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).

Due to the routine partner reviews we perform, we rarely run into having to onboard new vendors or products. However, if a customer requests an item we, or our partners, do not carry, we'll follow the same set process we've described in response #45 in the Value Added section above. This defined process lowers our customers' exposure to the typical risks associated with such technology.

16) Describe your NJPA customer volume rebate programs, as applicable.

Under the contract, individual Members who purchase significantly larger amounts usually qualify for an additional discount on their purchase, nearly 65% of our prior four quarters of sales had adjustments for volume on at least one item on the order. We recommend Members work with their AM when expecting to make a large volume purchase. The Account Manager will work with manufacturer partners on behalf of his/her customer to achieve even greater than contract discounts. The discounts and effective savings are dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

We're currently working with our vendor partners to secure contract specific discount programs. For example, Microsoft is compiling an NJPA discount program for their tablet line, which includes the same tablets you are using in your evaluation of our response. We'll continue collaborating with our partners throughout the contract duration to leverage the buying power of members and ensure the contract is still providing the best overall value.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Additional charges that may be applicable, which are not included in our submitted pricing include:

- Taxes – we will include applicable taxes as a separate itemized line on purchase orders of those customers for whom taxes apply
- CA Recycling Fee – California law requires us to fee certain products, such as monitors. Our systems are set up to have the fee tied to the applicable devices. This ensures the fee is automatically included, when required. Customers will see this fee included on their purchase orders as a separate line item from their devices.
- Late fees – Late fees will be charged in some instances of delayed payments past the agreed upon payment schedule. CDW•G collects the fee when resulting from a late payment to us. Our financing partners may have late fees as well; payments would be made directly to the financing company.
- Restocking fees – In certain instances we charge a restocking fee for returned items to offset a portion of these losses. For example, When CDW•G accepts a return on a BTO/CTO, our losses are significant- more than half the cost of the product is lost when we either b-stock or liquidate custom product. While these fees don't cover the loss of our returns, they help offset some of the deficit so we can continue to review out-of-policy returns for our customers.

While we believe this list includes all applicable costs, through the standard course of business there may be others that arise. In these instances, we will notify the customer prior to placing their order and will communicate to NJPA so that you can update the contract list as well.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Shipping and handling will be included, for shipments/packages less than 70 pounds. All orders are subject to our standard shipping policies in place at the time of order placement. For orders that are larger than 70 pounds or call for express or overnight delivery, CDW•G pre-pays shipping costs and added to the customer invoice.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school

district.

b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

d. Other; please describe.

*Generally and in aggregate, the pricing to NJPA members is lower than that offered to other cooperatives or state purchasing departments.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

We offer a number of special pricing programs. In fact, we have more than 500 special pricing programs through our internal pricing registration requestor (the Bid Desk), the CDW Outlet, and the CDW Deal of the Week. We've outlined our approach to contract volume discounts in Question #16, above. Because of the variety of pricing opportunities we have available, guidelines are detailed by our Account Managers to Members at the time of inquiry.

In addition to the pricing programs noted above, we're working with our manufacturer partners to develop pricing programs specific to the NJPA contract, like the HP and Xerox programs available on the current contract.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

We propose our standard return policy, which we've included in the supplemental materials.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

We provide these customers the same support we offer our customers in the continental US, there will be no differences in the programs. Even though the cost is greater to CDW-G for 2nd day air shipments, members will not be charged for these extra shipping charges. Palletization and large freight over 70 pounds are not included.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Our account managers review and approve all orders before they send them on for processing. This helps eliminate potential errors made by purchasers. For orders placed online, only customers that are NJPA members can submit an order using the NJPA contract. Members and non-member both have access to NJPA pricing at <http://www.cdwg.com/njpa100614> and can add items to their cart. However, once the purchaser selects "checkout" they are promoted to login to their Account Center. Once logged in, if the customer is not an NJPA member, they cannot proceed to checkout with NJPA contract pricing. This automated audit process helps ensure contract users are also NJPA members. We've included screenshot walkthrough of this process in the supplemental attachments.

Mark and his team does a quarterly review of the NJPA sales report internally, before submitting to NJPA. Mark then works with Lindsey Meech to clarify any questions before he submits the administrative fee payment for processing. Once submitted, the payment request goes through about seven layers of review before it is approved and sent via ACH to NJPA. Mark and his team also conduct audits to review orders. These reviews make sure only members have access and are using the contract and to confirm contract pricing compliance.

INDUSTRY SPECIFIC ITEMS

24) If the Proposer is not a manufacturer, please describe your ability to provide letters of authorization to resell and/or provide services to support those products and services.

CDW•G is an authorized reseller for all items submitted in this offer. We can provide letters of authorization from both our OEMs and distribution partners, upon request. The 1,000+ manufacturer partners we boast are well established companies that we've negotiated additional benefits that we pass along to our customers. These benefits include incentives such as volume rebates, bid programs, price protection, and other programs. Through our distribution partners, we can provide nearly any available manufacturer. Our biggest manufacturer partners for the contract have provided letters of authorization to NJPA. In our supplementary documents, we include these and letters from our biggest distribution partners as proof of our abilities.

Signature



Date: 09.25.2014

Christine V. Rother, President CDW•G

**Letter of Agreement
To Extend the Contract**

Between

CDW Government LLC (Vendor)
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

And

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #100614-CDW) for the procurement of Technology Solutions with Related Equipment and Accessories. This Agreement has an expiration date of November 18, 2018, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on November 18, 2019. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: , Its: Director of Cooperative
Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date: 8-8-18

CDW Government LLC

By: , Its: Sr Vice President, Public Sales

Robert F. Kirby

Name printed or typed: _____

Date: August 8, 2018



City of Chattanooga

Mayor Andy Berke

November 15, 2018

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

Subject: R177301 – Floor Care at Head Start Centers

Dear Mr. Jennings:

Council approval is recommended to award a blanket contract for Floor Care at Head Start Centers as needed by the Department of Youth and Family Development. The estimated annual expenditure under this contract is \$33,000.00.

The bid solicitation was sent to six (6) vendors. Three (3) bids were received. A spreadsheet showing the bids received is attached. A copy of the bid from Alturative Source is also attached.

I recommend the award of this contract to Alturative Source, as being in the best interest for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt
Attachment

Vendor address:

Alturative Source
4205 Dodds Avenue
Chattanooga, TN 37407

Requisition: R177301

Bid #: B305276

Description: Strip & Wax Floors,

Howard's Flooring Svc.

Alternative Source

Jani-King

Item #	Item Description	Howard's Flooring Svc.		Alternative Source		Jani-King		Extended Price		
		Unit Price	Qty.	Unit Price	Qty.	Unit Price	Qty.			
1	Strip & Wax at Avondale HS	7,096.70	2	14,193.40	8,580.00	2	17,160.00	14,402.00	2	28,804.00
2	Strip & Wax at Avondale EHS	1,767.74	2	3,535.48	1,650.00	2	3,300.00	2,905.00	2	5,810.00
3	Strip & Wax at Daisy	3,952.52	2	7,905.04	2,605.00	2	5,210.00	5,033.00	2	10,066.00
4	Strip & Wax at Cedar Hill	4,706.78	2	9,413.56	2,372.00	2	4,744.00	5,400.00	2	10,800.00
5	Strip & Wax at North Chatt.	1,820.00	2	3,640.00	1,270.00	2	2,540.00	2,695.00	2	5,390.00
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Totals:				19,343.74		38,687.48	16,477.00	32,954.00	30,435.00	60,870.00

BID SOLICITATION



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

BID OPENING DATE AND TIME: 13-NOV-18 at 2:00 PM BID NUMBER: 305276
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.

V E N D O R	RFQ <i>Alternative</i>
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M A I L T O	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No: 177301 Ordering Dept: Youth and Family Development Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov Items Being Purchased: Stripping and Waxing Floors, Cleaning Carpets During Holiday Closures ATTACHMENTS: Specifications (3 pages) Instructions to Bidders (3 pages) ***BIDS MUST BE RECEIVED NO LATER THAN ** *** 02:00 PM EST on NOVEMBER 13, 2018** SEALED BID: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above. DO NOT email or fax your Bid; such Bids cannot be considered. A Non-mandatory pre-bid conference is scheduled for November 8, 2018, at 10:00 AM in the Training Room of the Avondale Head Start Center, 2302 Ocoee Street, Chattanooga, TN. The City of Chattanooga Standard Terms and Conditions are incorporated herein by reference, and are available for review on the City's website at http://www.chattanooga.gov/purchasing/standard-terms-and-conditions . If you cannot access the document online, contact the Purchasing Office for a copy. Any requests for modification of the City's Terms and Conditions MUST be submitted with your Bid. 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. By submission of a Bid, the bidder acknowledges having reviewed the Standard Terms and Conditions, and agrees to be bound by such terms. The City of Chattanooga reserves the right to reject any and/or all Bids, waive any informalities in the Bids received, and to accept any Bid which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. Vendor Contact Information: Vendor Name <u>Alternative Source</u> Contact Person <u>Benny Gilbert</u> Tel: <u>423-280-5285</u> Fax: <u>N/A</u>					

BID SOLICITATION



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

SEALED BIDS

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

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RFQ

BID OPENING DATE AND TIME:

13-NOV-18 at 2:00 PM

BID NUMBER: 305276

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Fmail: <u>brgilbert@pco@gmail.com</u> Mailing Address: <u>4205 Dadds Ave</u> City, State, Zip: <u>Chattanooga</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 10 days
 TELEPHONE NUMBER: 423-280-5285

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

COMPANY: Alternative Source
 SIGNATURE: Benny Gilbert
 NAME AND TITLE: Benny Gilbert owner

BID SOLICITATION



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

BID OPENING DATE AND TIME:
13-NOV-18 at 2:00 PM

BID NUMBER: 305276

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	Strip and wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in Avondale Head Start	1	Each	<u>8580</u>	<u>8580</u>
2	Strip and wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in Avondale EHS Head Start	1	Each	<u>1650</u>	<u>1650</u>
3	Strip and wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in Daisy HS	1	Each	<u>2605</u>	<u>2605</u>
4	Strip and wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in Cedar Hill	1	Each	<u>2372</u>	<u>2372</u>
5	Strip and wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in North Chatt	1	Each	<u>1270</u>	<u>1270</u>
<i>TTL</i>					<u>16477</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 10

TELEPHONE NUMBER: 423-2805285

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

COMPANY: Alternative Source

SIGNATURE: Benny Gilbert

NAME AND TITLE: Benny Gilbert owner

Definitions: Below is a list of definitions for clarification of terms used in specifications.

1. Carpet – Carpet material that is installed, secured, or fastened to the floor as a finished floor covering.
2. Rug – Carpet material that is placed upon the floor as an accent to but not a replacement of the finished floor covering.
3. Tile – VCT or Vinyl Composite Tile that is used as a finished floor covering
4. Solid Surface Flooring – Terrazo flooring that is only in use at the Avondale Center and Administration Offices.
5. Commercial Grade – Spartan Floor Care products are an example of the type of products to be used. NO floor care products available for home use will be permitted for this project.
6. MSDS Sheets – Material Safety Data Sheets available from all manufactures for each product purchased.
7. Mats – Rubber backed rugs located in “Art Areas” and under “Sand and Water” Tables.

Chattanooga Head Start/Early Head Start
Stripping and Waxing, and Carpet/Rug Shampooing
October 2018

Scope & Location: Strip and Wax all tile and solid surface floors in conjunction with the Shampooing of all Carpets and Rugs in the Head Start/Early Head Start Centers at the locations listed below.

Avondale Head Start – 2302 Ocoee St. Chattanooga TN 37406 (Bldg A)

Avondale Early Head Start – 2302 Ocoee St. Chattanooga TN 37406 (Bldg B)

Cedar Hill Head Start/Early Head Start – 4701 Divine Ave. Chattanooga TN 37407

Daisy Head Start/Early Head Start – 9531 West Ridgetrail Rd. Soddy Daisy, TN 37379

North Chattanooga Head Start – 1510 Hamilton Ave. Chattanooga TN 37405

Purpose: To provide clean attractive floors for children and staff.

Material Requirements: The successful bidder will be responsible for providing high quality commercial grade materials for the stripping and reapplication of wax. All carpets and rugs to be cleaned with the extraction method with high quality shampoo. MSDS sheets for all material will be provided to the Owner prior to beginning work. Wax will be applied to a minimum of (4) coats of commercial wax. Floors will have the appearance of a polished surface upon completion. The Owner reserves the right of satisfaction before payment will be remitted.

Project requirements: The successful Bidder will be responsible for the professional application of all products. Ensuring that wax is cleaned off the base

Of toilets, baseboards and all non moveable pieces of furniture in all areas. Classroom Rugs will be cleaned prior to or in conjunction with the stripping and waxing of the floors. This will prevent damage to the freshly applied wax in Classrooms. Classroom Mats are exempt from the extraction method of cleaning but should be cleaned in a professional manner. The successful bidder will be required to secure each facility after receiving instructions from the Facilities and Grounds Supervisor.

Scheduling of the work will be coordinated with the Facilities and Grounds Supervisor, Sam Willis. Contact can be made by phone at 423-355-7048.

This bid will be for the school year 2018 and 2019 Winter Break and the Summer Break. The successful bidder will complete the scope of the contract for each of those time periods and will schedule work accordingly.

Avondale Head Start and Administration, tile areas: 15,532 square feet
 Avondale Head Start and Administration, carpet: 11,763 square feet

Avondale Early Head Start, tile areas: 4,451 square feet
 Avondale Early Head Start, carpet areas: 2,348 square feet

Cedar Hill Head Start/Early Head Start, tile areas: 15,755 square feet
 Cedar Hill Head Start/Early Head Start, carpet areas: 510 square feet

Daisy Head Start/Early Head Start, tile areas: 15,202 square feet

North Chattanooga Head Start, tile areas: 7,000 square feet

~~North Chattanooga Head Start, tile areas: 7,000 square feet~~

<u>Facility</u>	<u>Square footage</u>	<u>Classrooms</u>	<u>Offices</u>	<u>Multipurpose Rooms</u>
Avondale	52,009	9	19	2
Avondale EHS	10,000	4	2	2
Cedar Hill	15,789	12	10	2
Daisy	14,381	10	8	4
North Chatt.	7,700	3	6	4
North Chatt.	7,700	3	6	4

Multipurpose Rooms are playrooms, resource rooms, conference rooms, and training rooms.

The Cedar Hill and Daisy facilities are used by both Head Start and Early Head Start programs. The square footage of each building used by Early Head Start is not available at this time. Bidders are encouraged to take their own measurements of these facilities.

Instructions to Bidders

- (1) Bid documents can be downloaded from the City's website at www.chattanooga.gov. At the left side of that page is a link labeled "Bid Solicitations." Click that link, and a page will open with a list of the City's current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.
- (2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.
- (3) Bid documents should be submitted to the following address:

Purchasing Office, Suite G-13
City Hall
101 East 11th Street
Chattanooga, TN 37401
- (4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Bid Solicitation number should be marked on the outside of the envelope. This is a six-digit number starting with a "3".
- (5) Any questions regarding the specifications or bidding process should be directed to the Buyer, preferably by email, to the following address: wtucker@chattanooga.gov.

The Buyer will, if possible find answers to the submitted questions and will issue an Addendum so that all potential bidders will have access to the answers.

- (6) Tennessee law prohibits municipalities from contracting with business entities which engage in investment activities in Iran. A list of such prohibited entities can be viewed at

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12106_Iran_Divestment_Act_updated_7.7.17.pdf

A form entitled "Vendor Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on the list of prohibited entities. This form should be completed and submitted with your Bid.

- (7) A Form titled "No Contact/No Advocacy" is attached, regarding contact with City representatives during the evaluation of Bids. Bidders are required to submit this completed Form with their Bids.

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) 
(PRINTED NAME) Barry Gilbert
(BUSINESS NAME) Alternative Source
(DATE) 11-8-18

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Barry Gilbert
Alternative Source (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of Alternative Source
_____ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # R 177286, and said

Business 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:

Barry Gilbert

Printed Name:

Barry Gilbert

Title: owner

Date: 11-8-18