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TUESDAY, DECEMBER 19, 2017
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Henderson).
- III. Minute Approval.
- IV. Special Presentation.

Honoring Retirees *Vickie Haley and Barbara Wyatt*
By Daisy Madison, Finance Department

Honoring Retiree *Nancy Nason*
By Brent Messer, Information Technology Department

V. **Ordinances – Final Reading:**

LIBRARY

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 22, Libraries.](#)

PLANNING

- b. [2017-081 Christopher Griggs \(R-1 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 144 Browns Ferry Road, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning\)](#)
- c. [2017-146 Jeff Page \(R-2 Residential Zone to R-4 Special Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 332 Browns Ferry Road, more particularly described herein, from R-2 Residential Zone to R-4 Special Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning and Staff\)](#)

- d. [2017-153 Five Star Development \(R-1 Residential Zone to C-2 Convenience Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of a property in the 100 block of Raider Lane, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. **(District 1) (Recommended for approval by Planning and Staff)**
- e. [2017-160 Wanda C. Williams \(R-2 Residential Zone to C-2 Convenience Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 5957 Dayton Boulevard, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone. **(District 1) (Recommended for approval by Planning and Staff)**
- f. [2017-159 Hagaman Construction \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1007 Forest Avenue, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. **(District 2) (Recommended for approval by Planning)**
- g. [2017-143 Todd Plain \(R-4 Special Zone to C-2 Convenience Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1815 Gunbarrel Road, more particularly described herein, from R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. **(District 4) (Recommended for approval by Planning and recommended for denial by Staff)**
- h. [2017-148 Shea Properties \(R-2 Residential Zone to M-1 Manufacturing Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1517 and 1519 Foust Street, more particularly described herein, from R-2 Residential Zone to M-1 Manufacturing Zone. **(District 8) (Recommended for approval by Planning and Staff)**
- i. [2017-157 Tower Construction \(R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1206 South Lyerly Street, more particularly described herein, from R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. **(District 8) (Recommended for approval by Planning and Staff)**

- j. [2017-161 ASA Engineering \(M-1 Manufacturing Zone and R-3 Residential Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1212, 1220, and 1226 East 13th Street, more particularly described herein, from M-1 Manufacturing Zone and R-3 Residential Zone to UGC Urban General Commercial Zone. \(District 8\) \(Recommended for approval by Planning and Staff\)](#)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- k. [An ordinance to amend the Chattanooga City Code, Part II, Chapter 2, Sections 2-65 through 2-66; Chapter 32, Article I, Definitions, Section 32-16; Article III, Excavations and Restoration of Paving, Sections 32-62 through 32-68; and Article XI, Telecommunications Services; Franchises for Telecommunications Services, Sections 32-224, and 32-231 through 32-270. \(Sponsored by Vice-Chairman Smith\)](#)

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

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Mayor to execute a Lease Agreement with Diagnostic Radiology Consultants, P.A., in substantially the form attached, to lease 173 square feet for an x-ray examination area at the City of Chattanooga WellAdvantage Center, with rent in the amount of \\$250.00 per month, for a term of one \(1\) year, with the option to renew for two \(2\) additional one \(1\) year terms. \(District 8\)](#)
- b. [A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into an agreement with Host Compliance, LLC, in substantially the form attached, for the provision of hosted software and services to supply short-term vacation rental administration and compliance for one \(1\) year, with the option to renew for up to four \(4\) additional one \(1\) year renewal terms, for a total of no more than five \(5\) years, for an amount not to exceed \\$40,000.00.](#)
- c. [A resolution authorizing the Mayor, or his designee, to execute the Sixth Amendment to Independent Contractor Agreement for professional services with Brightbridge, Inc. related to EPA Revolving Fund Grant 95441209, for an additional term commencing on August 1, 2016 and ending September 30, 2019, for their administrative services, and to authorize the Mayor, or his designee, to execute documents related to the EPA Revolving Loan Fund. \(Added by permission of Chairman Mitchell\)](#)

MAYOR'S OFFICE

- d. [A resolution to confirm the Mayor's appointment of William Sundquist to the Library Board.](#)

POLICE

- e. [A resolution amending Resolution No. 28855 to additionally include in-car camera systems, interview room systems, third party video retrieval and storage with Axon Enterprise, Inc., in the amount of \\$1,616,628.67, for a total amount of \\$3,808,172.67, based on the Texas Buy Board Contract No. 500-15. \(Added by permission of Chairman Mitchell\)](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. [A resolution authorizing the approval of Change Order No. 1 for CDM Smith, Inc. relative to Contract No. W-15-009-101, MBWWTP Control Room Upgrades, for an increased amount of \\$34,635.00, for a revised contract amount not to exceed \\$344,535.00. \(District 1\)](#)
- g. [A resolution authorizing the approval of Change Order No. 1 for CTI Engineers, Inc. relative to Contract No. W-12-026-101, Dupont Parkway Pump Station and Collection System Improvements, Phase 1, a Consent Decree Project, for an increased amount of \\$37,379.00, for a revised contract amount not to exceed \\$1,956,379.00. \(Districts 2 & 3\)](#)
- h. [A resolution authorizing the approval of Change Order No. 3 for Jacobs Engineering Group, Inc. relative to Contract No. W-10-004-101, East Brainerd Pump Station Upgrade and Collection System Rehab, a Consent Decree Project, for an increased amount of \\$98,213.00, for a revised contract amount not to exceed \\$2,642,574.17. \(Districts 4 & 6\)](#)
- i. [A resolution authorizing the approval of Change Order No. 1 for Brown and Caldwell relative to Contract No. W-12-021-101, South Chickamauga Creek 5 Sub-Basin SSES, for an increased amount of \\$54,632.50, for a revised contract amount not to exceed \\$1,074,632.50. \(Districts 5 & 6\) \(Revised\)](#)
- j. [A resolution authorizing the approval of Change Order No. 1 for Layne Inliner, LLC of Orleans, IN, relative to Contract No. W-12-028-201, Dobbs Branch 3 Sub-Basin Sewer Rehabilitation, for an increased amount of \\$562,819.29, for a revised contract amount not to exceed \\$3,140,339.29, and to include a contingency amount of \\$40,000.00, for a total amount of \\$3,180,339.29. \(District 7\)](#)

VIII. Purchases.

IX. Other Business.

Revised Agenda for Tuesday, December 19, 2017

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- X. Committee Reports.
- XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XII. Adjournment.

Proposed City Council Purchases 12-19-17

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R150384 Public Works	New Blanket Contract for Filter Press Membrane Plates-Waste Resources Division	8	1	Andritz, Inc. 117 S. Arch Street Montoursville, PA 17754	Estimated \$200,000 Annually	Interceptor Sewer Operations	New Blanket Contract for Filter Press Membrane Plates-Waste Resources Division. The new contract will be a period of twelve (12) months with two (2) renewal options. There were 8 direct bid solicitations and we received 1 response in the publically advertised bid proceedings. City Ordinance 10913 allowed the award of the contract to Andritz, Inc. based upon receipt of only "one" bid after the requirement has been rebid.
R162215 Public Works	Purchase of two (2) Worthington Pump Impellers and Wear Rings-Waste Resources Division	8	2	Carter & VerPlanck, Inc. 4910 W. Cypress Street Tampa, FL 33607	\$73,783.92	Interceptor Sewer Operations	Purchase of two (2) Worthington Pump Impellers and Wear Rings-Waste Resources Division. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Carter & VerPlanck, Inc. was the lowest bid meeting specifications.
R160845 Public Works	Purchase of Patterson Pump Parts-Waste Resources Division	8	1	Southern Sales Company 2937 Kraft Drive Nashville, TN 37204	\$27,786.00	Interceptor Sewer Operations	Purchase of Patterson Pump Parts-Waste Resources Division. There were 8 direct bid solicitations and we received 1 response in the publically advertised bid proceedings. City Ordinance 10913 allowed the award of the contract to Andritz, Inc. based upon receipt of only "one" bid after the requirement has been rebid.
PO536149 Public Works	Blanket Contract Renewal for Air Filters-Facilities Management	19	4	Air Filtration Service 2811 Dodson Avenue Chattanooga, TN 37406	Estimated \$50,000 Annually	General Fund	Blanket Contract Renewal of PO536149 for Air Filters-Facilities Management. This renewal is through December 2018. There were 19 direct bid solicitations and we received 4 responses in the publically advertised bid proceedings. Air Filtration Service was the best bid meeting specifications.
PO525217 Public Works	Blanket Contract Renewal for Common Brick and Pavers-City Wide Services	4	2	Jenkins Brick Company 308 West 47th Street Chattanooga, TN 37410	Estimated \$33,000 Annually	General Fund	Blanket Contract Renewal of PO525217 for Common Brick and Pavers-City Wide Services. This is the final renewal option through November 2018. This renewal is through December 2018. There were 4 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Jenkins Brick Company was the best bid meeting specifications.
R163693 Mayor's Office	Purchase of 2017-2018 Tennessee Municipal League Annual Membership Dues	-	-	Tennessee Municipal League 226 Capitol Blvd. Suite 710 Nashville, TN 37219	\$37,100	General Fund	Purchase of 2017-2018 Tennessee Municipal League Annual Membership Dues. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
R163945 Mayor's Office	Purchase of Socrata Data Platform-Software, Support, and Maintenance	-	-	Socrata, Inc. 705 5th Avenue S. Suite #600 Seattle, WA 98104	\$141,825	General Fund	Purchase of Socrata Data Platform-Software, Support, and Maintenance. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
PO526878 Purchasing	Blanket Contract Renewal for Multi-Function Devices (Copiers)-City Wide	-	-	Canon Solutions America 14904 Collections Center Drive Chicago, IL 60693	Estimated \$500,000 Annually	General Fund	Blanket Contract Renewal of PO526878 for Multi-Function Devices (Copiers)-City Wide. This renewal is the final renewal option for twelve months. This contract utilizes the State of Tennessee SWC 400-39769. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
PO532188 Fire Department	Blanket Contract Renewal for Radio Equipment & Maintenance-Mobile Communications Division	-	-	Motorola Solutions, Inc. PO Box 12210 Knoxville, TN 37912	Estimated \$4,000,000 Annually	General Fund	Blanket Contract Renewal of PO532188 for Radio Equipment & Maintenance-Mobile Communications Division. This renewal is through March 2019. This contract utilizes the State of Tennessee SWC 418-45079. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.



City of Chattanooga

Mayor Andy Berke

October 27, 2017

Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 150384/304621 – Filter Press Membrane Plates – Waste Resources
Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Filter Press Membrane Plates for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$200,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Since only one (1) bid and one (1) no-bid were received, the bid was not opened. The requirement was re-advertised but no additional bids were received. The bid, from Andritz Inc., is summarized on the attachment. The bid is retained on file and available for review in the Purchasing Office upon request.

I recommend awarding this blanket contract to Andritz Inc., 117 S. Arch St., Montoursville, PA 17754. Andritz Inc. offers the best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Item #	Item	Andritz Inc Unit Price
1	Intermediate Membrane Plate	\$4,610.00
2	EndPlate (Head or Tail)	\$4,610.00

Membrane Plates – Requisition 150384

Andritz Inc.
117 S. Arch St.
Montoursville, PA 17754-2303

M.W. Watermark
4660 136th Ave
Holland, MI 49424

Evoqua Water Technologies LLC
2155 112th Ave.
Holland, MI 49424

Shaffer Products
20 Milltown Rd.
Union, NJ 07083

SAMCO Technologies
P.O. Box 1047
Buffalo, NY 14207-1047

Crosible Filtration
2834 Nunnery Rd.
Skaneateles, NY 13152

Micronics, Inc. USA
200 West Road
Portsmouth, NH 03801

Clear Edge Filtration
4563 Jordan Rd.
Skaneateles Falls, NY 13153



CITY OF CHATTANOOGA
Goods and Non-Professional Services Standard Form Agreement

This agreement for the purchase of goods and non-professionals services (hereafter "Agreement") is prepared by the City of Chattanooga, Tennessee, a municipal corporation, (hereafter referred to as "City") and sets forth the terms by which the stated independent contractor ("Contractor") shall provide certain goods and perform the services identified in the attached Bid Solicitation, **Exhibit A**, and incorporated herein by reference. This Agreement is entered into as of the Effective Date and for the stated Agreement Term and all renewals as set forth below.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. General Terms.

Effective Date	This Agreement shall be effective as of the date signed by the City of Chattanooga.
Agreement Term	The term of this Agreement shall be for twelve (12) months from the Effective Date.
Renewal Options	Two (2) twelve (12) month renewal terms by mutual agreement.
Notice to City	City of Chattanooga Attn: Administrator, Wastewater Resources 455 Moccasin Bend Rd. Chattanooga, TN 37405 Copy to: Office of the City Attorney, 100 East 11th Street, Suite 200, Chattanooga, TN 37402. (423) 643-8244
Notice to Contractor	Andritz, Inc. Attn: Robert Iovino 117 S. Arch Street Montoursville, PA 17754 RIOVINO@lenserusa.com
Fees and Expenses	Contractor shall provide the items as referenced in the subject Purchase Order and subject to the pricing and specifications set forth Exhibit A for the amounts as stated in Exhibit A and as follows:

	<p>(1) Intermediate Membrane Plate per Specifications at Four Thousand Six Hundred Ten Dollars and 00/100 (\$4,610.00) each unit</p> <p>(2) Endplate (Head & Tail) per Specifications at Four Thousand Six Hundred Ten Dollars and 00/100 (\$4,610.00) each unit</p> <p>A minimum of ten (10) plates of any combination of Items (1) and (2) is required to maintain the pricing listed in the Bid Solicitation.</p>
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2. **Services.** The goods and services provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**.

3. **Compensation Terms.** The Contractor shall be compensated for goods and services as set forth in **Exhibit A**. Contractor is not an employee of the City. The Contractor's relationship to the City shall be that of independent contractor. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor. The Contractor shall not represent or hold himself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits as an employee of the City. Contractor shall invoice the City for hours worked and/or services performed and shall submit said documentation to the appropriate designated City representative.

4. This Agreement shall be governed by the terms of the City Purchase Order Standard Terms and conditions, attached hereto as **Exhibit B** and incorporated herein by reference. In the event of any conflict, the City Standard Terms shall prevail subject to the following:

The Parties agree that in no event shall Contractor's annual aggregate liability to the City exceed three times the amount invoiced by the Contractor to the City during the current contract term or subsequent renewal. Contractor shall not be liable for consequential damages.

[signature page to follow]

IN WITNESS WHEREOF, the Parties, as authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
	By:
	Name/Title:
	Date:

Attest	CONTRACTOR ANDRITZ, INC.
	By:
	Name/Title:
	Date:

**SPECIFICATIONS FOR
BLANKET CONTRACT FOR THE PROVISION OF MEMBRANE PLATES
FOR THE FILTER PRESS DEWATERING SYSTEM
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA TENNESSEE**

February 2017

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, materials, shipping, and any other related expenses necessary to fabricate and deliver, on an as-needed basis, polypropylene membrane plates for the existing filter press dewatering system utilized at the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405. The City of Chattanooga has undergone performance testing of both the filter press system and the membrane plates being used, and therefore it is necessary that any membrane plates provided under this blanket contract meet the exact specifications of the plates currently being used.

It is the responsibility of each bidder to visit the Moccasin Bend Wastewater Treatment Plant to verify the types, dimensions, openings, materials, and other characteristics of the membrane plates currently being used. Failure to do so will not relieve successful bidder of the responsibility to provide plates meeting the exact specifications of those currently being used at no additional cost to the City.

Any questions or comments related to the product described in these Specifications may be directed to the Plant Manager or the Solids Operations Supervisor at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405, (423) 757-5026.

1.2 BACKGROUND INFORMATION

The filter press dewatering process utilized at MBWWTP is the Siemens J-VAP hot water vacuum filter press system. This process consists of six (6) J-VAP filter presses each utilizing filter plates made by Lenser Filtration GMBH of Senden, Germany. Each press contains the following:

- Two (2) Head/Tail Plates-2000 KMA NG 25mm HD/TL 100 psi
- Fifty-four (54) Membrane Plates-2000 KMA NG 25 mm Int 100 psi
- Fifty-five (55) Heating Plates-Assembly Heat 2m J-VAP

This contract will provide for the Head/Tail Plates and the Membrane Plates ONLY. Heating plates will NOT be provided under this contract. Please refer to Section 1.7 for specifications on these plates.

1.3 BASIS OF BIDDING

The Bidder shall submit pricing for membrane plates on the attached bid form. The City expects to purchase plates in approximate lots of twenty (20) intermediate membrane plates and two (2) Endplates as a minimum with each order. The Bid shall include any and all costs for labor, equipment, materials, shipping to MBWWTP, and any other related direct or indirect costs.

The City of Chattanooga reserves the right to reject any and/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.

1.4 SUBMITTALS

1.4.1 Bid Bond

Not Required

1.4.2 Performance Bond

Not Required.

1.4.3 References

The City may, at its discretion, request information from bidders regarding qualifications of manufacturers providing materials and/or labor related to the construction and provision of these membrane plates. Additionally, if requested, the bidder shall submit a list of three (3) customers for whom the bidder and/or manufacturer has provided similar membrane plates during the past three (3) years.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

1.5 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Bidder shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the products and services specified herein.

1.6 LENGTH OF CONTRACT

The Contract for products and services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract, with the option to renew the contract for two (2) additional one (1) year periods.

1.7 TECHNICAL SPECIFICATIONS

1.7.1 General

All membrane plates provided under this contract shall be equal to those currently in use made by Lenser Filtration GMBH of Senden, Germany.

1.7.2 Submittals Prior to Fabrication

Prior to beginning fabrication, vendor shall submit dimensioned drawings, material specifications and other related information to the Plant Manager for approval.

1.7.3 Membrane Plate Specifications

The drawings attached to these specifications shall be used for information only. As stated in Section 1.1, it is the responsibility of each bidder to visit the Moccasin Bend Wastewater Treatment Plant to verify the types, dimensions, openings, materials, and other characteristics of the membrane plates currently being used.

Intermediate Membrane Filter Plates

- Material is polypropylene, heat stabilized and copper stabilized, with additives to inhibit oxidation of the polypropylene.
- Temperature operating range to be 15 to 100 degrees Celsius.
- Plates shall be pre-drilled for handles, allowing for re-use of the City's existing handles.

Endplate (head & tail) Membrane Filter Plates

- Material is polypropylene, heat stabilized and copper stabilized, with additives to inhibit oxidation of the polypropylene.
- Temperature operating range to be 15 to 100 degrees Celsius.
- Plates shall be pre-drilled for handles, allowing for re-use of the City's existing handles.

1.8 FOLLOW-UP PERFORMANCE VISIT

Within 30 days after membrane plates provided under this contract are placed into a J-VAP press, vendor shall visit the Moccasin Bend Wastewater Treatment Plant to determine the performance of the plates and to resolve any problems with performance, fit, and usage of the plates.

Vendor shall follow up with at least one (1) visit per year to determine continued performance of the plates and to resolve any problems experienced with usage of the plates.

The cost of these visits shall **not** be paid for separately, but shall be included in vendor's price for construction and delivery of the plates.

1.9 PAYMENT TERMS

- i. The City will make payment to the Vendor according to the City's normal policies and procedures.
- ii. 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.
- iii. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- iv. 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.
- v. 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.
- vi. 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.

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.

- vii. 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.
- viii. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- ix. 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.
- x. 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.

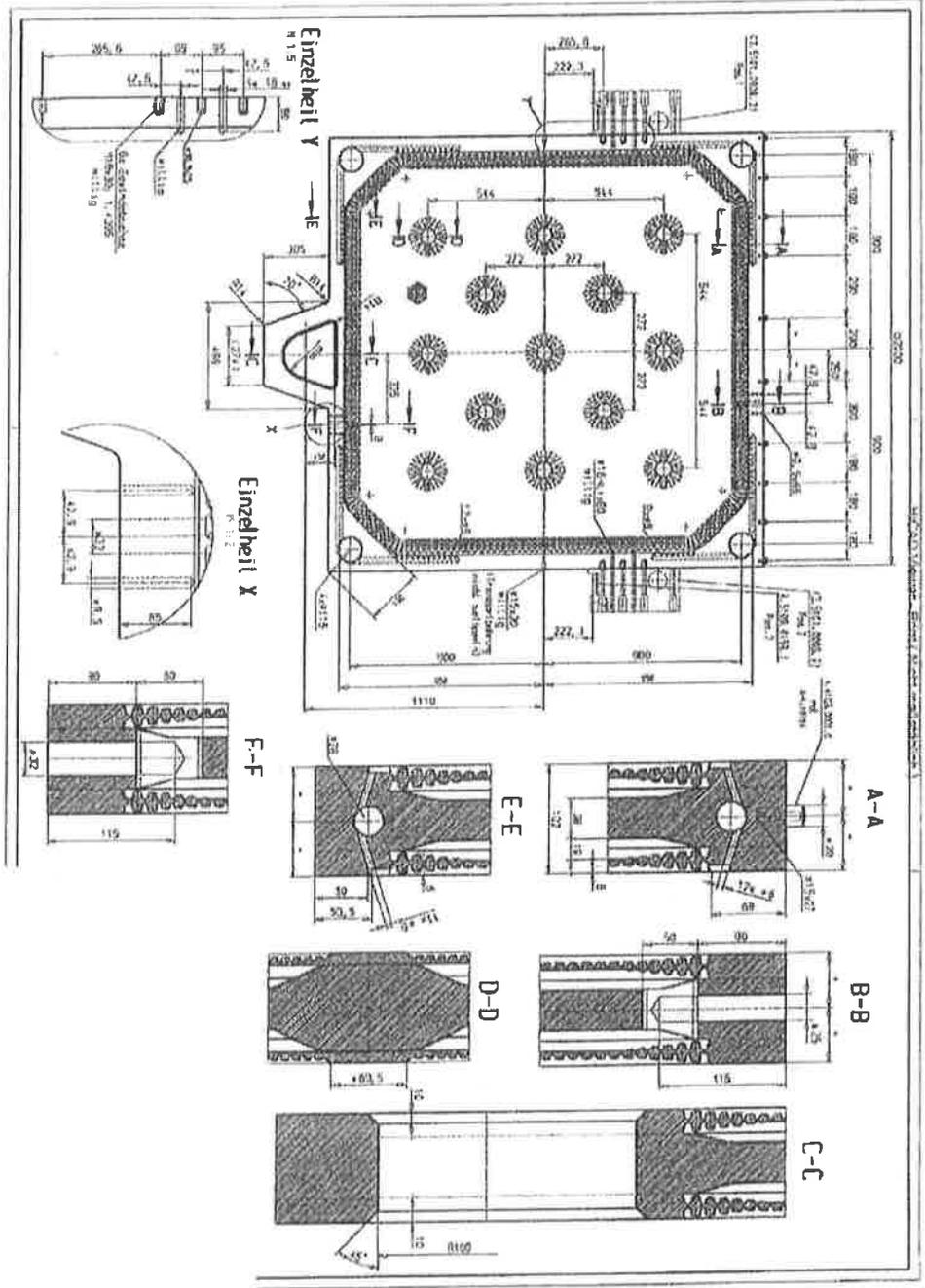
Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

MEMBRANE PLATE DRAWINGS



BID FORM
BLANKET CONTRACT FOR THE PROVISION OF MEMBRANE PLATES
FOR THE FILTER PRESS DEWATERING SYSTEM
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA TENNESSEE
February 2017

Pricing shall be given on the following form for each of the two (2) types of membrane plates.

Plate Description	Price Each
Intermediate Membrane Filter Plates	\$ 4,610.00
Endplate (Head & Tail) Membrane Plates	\$ 4,610.00

CITY OF CHATTANOOGA

Direct all invoices to:
City of Chattanooga
Attn: Accounts Payable
101 E. 11th Street
Chattanooga, TN 37402



PURCHASING OFFICE
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: 423-643-7230

City of Chattanooga Purchase Order Standard Terms and Conditions

1. **ACCEPTANCE-AGREEMENT.** Contractor's commencement of work on the goods/non-professional services subject to the purchase order or shipment/performance of those goods/non-professional services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services.

2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").

3. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/non-professional services completed and invoiced by the Contractor as set forth in the purchase order.

The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.

4. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense and in addition to City's other rights. City may charge Contractor all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.

5. **PRICE WARRANTY.** Contractor warrants that the prices for the goods or nonprofessional services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or nonprofessional services in similar quantities. In the event Contractor reduces its price for the goods or nonprofessional services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly.

Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.
7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors.
8. **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.
9. **LIMITATIONS OF RESPONSIBILITY.** In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or nonprofessional services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or nonprofessional services delivered must be commenced within one (1) year after the cause of action has accrued.

10. **PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.
11. **RECORDS RETENTION AND AUDIT.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)
- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Project, 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 Project.
 - b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
 - c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
 - d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or nonprofessional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
 - e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.
12. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.
13. **TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
14. **DISPUTE RESOLUTION.** 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:
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. 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.
15. **DELAY IN PERFORMANCE.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. 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. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. **COMMUNICATIONS.** Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga
Attn: Purchasing
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
(423) 643-7230

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **WAIVER.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type
19. **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 Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, 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.
21. **SUCCESSORS AND ASSIGNS.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **ASSIGNMENT.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.
23. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.
24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.
26. **NON-DISCRIMINATION.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.
27. **DRUG FREE WORKFORCE.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
28. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
29. **COMPLIANCE WITH LAWS.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he 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.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.



City of Chattanooga
Mayor Andy Berke

December 13, 2017

**Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402**

**Subject: 162215/304940 – Impellers and Wear Rings – Waste Resources Division –
Public Works Department**

Dear Mr. Holland

Council approval is recommended for the purchase of two (2) Worthington Pump Impellers and Wear Rings for the Waste Resources Division of the Public Works Department.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Two (2) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Bid</u>
Carter & VerPlanck, Inc.	\$73,783.92
Remco LLC	\$87,006.00

I recommend awarding this purchase to Carter & VerPlanck, Inc., 4910 W. Cypress St., Tampa, FL 33607 in the amount of \$73,783.92. Carter & VerPlanck, Inc. offers the lowest bid which meets the specifications for the City of Chattanooga.

Respectfully,

**Bonnie Woodward
Director of Purchasing**

Bid Tabulation -

RFQ # 304940

Impellers & Wear Rings

Item #	Quantity	Carter & VerPlanck		Remco	
		Unit Price	Extended Price	Unit Price	Extended Price
1	2	36,891.96	73,783.92	43,503.00	87,006.00
Total			\$73,783.92		\$87,006.00

Worthington Impeller & Wear Ring – Requisition 162215

Carter & VerPlanck, Inc.
4910 W. Cypress St.
Tampa, FL 33607

Centro, Inc.
3315 Overton Crossing
Memphis, TN 38127

Pumping Systems
15 South Dixie Highway
Dalton, GA 30720

Pumps, Parts & Service
3149 Dublin Lane
Bessemer, AL 35022

Delaney & Associates, Inc.
23 Erlanger Road
Erlanger, KY 41018

Fluid Machinery, Inc.
P.O. Box 4922
Monroe, LA 71211

ACCA Pumps
P.O. Box 1216
Katy, TX 77492

Wholesale Supply Group
2411 East 23rd St.
Chattanooga, TN 37407

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 07-DEC-17 at 2:00 PM
BID NUMBER: 304940

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 No.: 162215 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 DESCRIPTION: Impellers & Wear Rings ATTACHMENTS: - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON DECEMBER 7, 2017 ***** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304940) ON OUTSIDE PACKAGING ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. NOTE: 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. 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. PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name <u>CARTER & VERPLANCK, INC.</u> Address <u>4910 W. CYPRESS ST., TAMPA, FL 33607</u> Phone/Toll-Free No. <u>(813) 927-8925</u> Fax No. <u>(813) 282-8216</u> E-Mail Address <u>jackcantos@carterverplanck.com</u> Contact Person's Name <u>JACK CANTOS</u> Estimated Delivery <u>85 WORK DAYS</u> Minority-Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Veteran <input type="checkbox"/> Minority Woman Owned Business <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Women-Owned Business <input type="checkbox"/>					

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

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

TERMS OF PAYMENT: NET 30 DAYS

TELEPHONE NUMBER: 813-927-8925

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.
 COMPANY: CARTER & VERPLANCK, INC.
 SIGNATURE: P.J. Cantos
 NAME AND TITLE: P.J. CANTOS
VICE-PRESIDENT

BID SOLICITATION



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

BID OPENING DATE AND TIME:

07-DEC-17 at 2:00 PM

BID NUMBER: 304940

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	Impeller & wear ring for Worthington Type MN Size MN33 Pump, Serial Number 90TP92079-1	2	Each	\$ 36,891.96	\$73,783.92

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

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

TERMS OF PAYMENT: NET 30 DAYS

TELEPHONE NUMBER: 813-927-8925

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

COMPANY: CARTER & VER PLANCK, INC.

SIGNATURE: P.J. Cantos

NAME AND TITLE: P.J. CANTOS

VICE-PRESIDENT

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)

P.J. Cantos

(PRINTED NAME)

P.J. Cantos

(BUSINESS NAME)

Carter & VerPlanck, Inc.

(DATE)

11/10/2017

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

Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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 said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

P.J. Cantos

(Signature of Contractor)

P.J. Cantos, Vice President

(Title and Name of Company)

11/13/2017

(Date)



City of Chattanooga

Mayor Andy Berke

December 13, 2017

Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 160845/304905 – Patterson Pump Parts – Waste Resources Division –
Public Works Department

Dear Mr. Holland

Council approval is recommended for the purchase of Patterson Pump Parts for the Waste Resources Division of the Public Works Department.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Since only one (1) bid was received, it was not opened. The requirement was re-advertised but no additional bids were received. The bid is summarized below and on the attachment. The bid is retained on file and available for review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Total Bid</u>
Southern Sales Company	\$27,786

I recommend awarding this purchase to Southern Sales Company, 2937 Kraft Dr., Nashville, TN 37204 in the amount of \$27,786. Southern Sales Company offers the lowest bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation -

RFB # 304905

Patterson Pump Parts

Item #	Quantity	Southern Sales Co.	
		Unit Price	Extended Price
1	1	\$113.00	\$113.00
2	2	\$124.00	\$248.00
3	1	\$14,985.00	\$14,985.00
4	1	\$5,656.00	\$5,656.00
5	1	\$5,189.00	\$5,189.00
6	1	\$948.00	\$948.00
7	1	\$62.00	\$62.00
8	1	\$65.00	\$65.00
9	1	\$3.00	\$3.00
10	1	\$76.00	\$76.00
11	1	\$2.00	\$2.00
12	1	\$67.00	\$67.00
13	1	\$3.00	\$3.00
14	1	\$369.00	\$369.00
Total			\$27,786.00

Patterson Pump Parts – Requisition 160845

Southern Sales Company
2937 Kraft Drive
Nashville, TN 37204

Eco-Tech
156 Hickory Springs Industrial Dr.
Canton, GA 30115

Tekwell Services
1301 Galway St.
Knoxville, TN 37917

Wholesale Supply Group
2411 East 23rd St.
Chattanooga, TN 37407

Technology International
1349 South International Pkwy
Suite 2411
Lake Mary, FL 32746

DXP Enterprises
1838 Elm Hill Pike, Ste 125
Nashville, TN 37210

Patterson Pump Company
2129 Ayersville Road
Toccoa, GA 30577

Master Pumps & Power
113 Lafferty Drive
Broussard, LA 70518

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 08-NOV-17 at 2:00 PM
BID NUMBER: 304905

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 No.: 160845 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 DESCRIPTION: Patterson Pump Parts ATTACHMENTS: - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON NOVEMBER 8, 2017 ***** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304905) ON OUTSIDE PACKAGING ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. NOTE: 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. 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. PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name <u>Southern Sales Company</u> Address <u>2937 Kraft Dr Nashville TN 37204</u> Phone/Toll-Free No. <u>615-254-0066</u> Fax No. <u>615-254-0791</u> E-Mail Address <u>caseyb@southernsalesinc.com</u> Contact Person's Name <u>Casey Bowman</u> Estimated Delivery <u>10 to 12 weeks</u> Minority-Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Veteran <input checked="" type="checkbox"/> Minority Woman Owned Business <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Women-Owned Business <input type="checkbox"/>					

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

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

TERMS OF PAYMENT: Net 30 Days

TELEPHONE NUMBER: 615-254-0066

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

COMPANY: Southern Sales Company

SIGNATURE: Casey Bowman

NAME AND TITLE: Casey Bowman Aftermarket Sales

BID SOLICITATION



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

BID OPENING DATE AND TIME:

08-NOV-17 at 2:00 PM

BID NUMBER: 304905

SEALED BIDS

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

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Suction Bell Seal Item # 3 - 74050139-5003	1	Each	113. ⁰⁰	113. ⁰⁰
2	Diffuser Seal Item # 24 - 74050140-5003	2	Each	124. ⁰⁰	248. ⁰⁰
3	Impeller - 23047593-0228 (alum brz)	1	Each	14,985. ⁰⁰	14,985. ⁰⁰
4	Impeller Housing - 23008639-0104	1	Each	5,656. ⁰⁰	5,656. ⁰⁰
5	Suction Bell - D-5089-0104	1	Each	5,189. ⁰⁰	5,189. ⁰⁰
6	Suction Bell Seal Retainer - 23047565-2009	1	Each	948. ⁰⁰	948. ⁰⁰
7	Gasket - 84003667-5007	1	Each	62. ⁰⁰	62. ⁰⁰
8	Gasket - 84000058-5007	1	Each	65. ⁰⁰	65. ⁰⁰
9	ORing - 74080426-5003	1	Each	3. ⁰⁰	3. ⁰⁰
10	Rubber Bushing - 23047568-5002	1	Each	76. ⁰⁰	76. ⁰⁰

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COMPANY: Southern Sales Company

SIGNATURE: Casey Bowman

NAME AND TITLE: Casey Bowman Aftermarket Sales

BID SOLICITATION



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

BID OPENING DATE AND TIME:
08-NOV-17 at 2:00 PM

BID NUMBER: 304905

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
11	ORing - 74080429-5003	1	Each	<u>2.00</u>	<u>2.00</u>
12	Gasket - 84000059-5007	1	Each	<u>67.00</u>	<u>67.00</u>
13	ORing - 74080447-5003	1	Each	<u>3.00</u>	<u>3.00</u>
14	Coupling Key - 23142254-2116	1	Each	<u>369.00</u>	<u>369.00</u>

Freight Allowed
all Items

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

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TERMS OF PAYMENT: Net 30 Days
TELEPHONE NUMBER: 615-254-0066

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COMPANY: Southern Sales Company
SIGNATURE: Casey Bowman
NAME AND TITLE: Casey Bowman Aftermarket Sales

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) Casey Bowman
(PRINTED NAME) Casey Bowman
(BUSINESS NAME) Southern Sales Company
(DATE) 11-03-2017

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

Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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 said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

Casey Bouman

(Signature of Contractor)

Aftermarket Sales Southern Sales Company

(Title and Name of Company)

11-03-2017

(Date)



City of Chattanooga

Mayor Andy Berke

December 13, 2017

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

Subject: Contract Renewal of Blanket PO No. 536149 – Air Filters – Facilities Management – Public Work Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 536149 for Air Filters, Facilities Management, Public Works Department. The City of Chattanooga is renewing the second (2nd) contract renewal option for twelve (12) months through December 2018, with one (1) renewal options remaining, for an estimated annual amount of \$50,000. A copy of the signed letters from vendors and a copy of the contract are enclosed.

The original invitation to bid was sent to nineteen (19) 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. Air Filtration Service was found to be the low bidder.

I recommend renewing Blanket PO Nos. 536149 for Air Filters to Air Filtration Service, 2811 Dodson Avenue, Chattanooga, TN 37406.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



City of Chattanooga
Mayor Andy Berke

November 6, 2017

Air Filtration Service
Attn: Steve Holley
2811 Dodson Avenue
Chattanooga, TN 37406

Subject: 536149 – Air Filters

Dear Mr. Holley:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be December 17, 2018.

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:

Handwritten signature of Steve Holley in cursive script.

Date:

11-13-17

Sincerely,

Handwritten signature of Mark McKeel in cursive script.

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: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414
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PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="padding: 5px;"> Requisition / Bid No.: 125760 / 303991 Ordering Dept.: General Services, Building Maintenance, MBWWTP & Fire Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Air Filters; Various Sizes 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 Air Filters for City Buildings. The Contract Term May Be Renewed For An Additional Three (3) 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 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. </td> </tr> </tbody> </table>			Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	Requisition / Bid No.: 125760 / 303991 Ordering Dept.: General Services, Building Maintenance, MBWWTP & Fire Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Air Filters; Various Sizes 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 Air Filters for City Buildings. The Contract Term May Be Renewed For An Additional Three (3) 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 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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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: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414	PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchases Order issued in accordance with Air Filtration Service bid received on November 24, 2015 is hereby made part of this contract.					
City Council approved on December 15, 2015					
Contract dates: December 18, 2015 to December 17, 2016					
Vendor Contact: Steve Holley Phone No.: 423-624-8900 Fax No : 423-624-8964 Mobile No.: 423-593-7300 Email: steve@airfiltrationservice.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 <u>Steve Holley</u>		Agreed to and accepted by:			
Title <u>President</u>		CITY OF CHATTANOOGA, TENNESSEE			
Date <u>12/18/15</u>		Name/Title <u>Mark McKeel Buyer</u>			
		Department <u>Purchasing</u>			

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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: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number	Bid Number		
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #1					
..... Contract has been extended an additional twelve (12) months. New contract performance date is December 17, 2017. City Council approved contract renewal on November 29, 2016. 1st Renewal					

***** NOTICE *****

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Chattanooga, TN 37402

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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	Air Filter, Pleated, 10 x 10 x 1, MERV 11; Quality Part No. MQP10101	0.00	Each	\$ 2.7700	\$ 0.00
2	Air Filter, Pleated, 10 x 20 x 1, MERV 11; Quality Part No. MQP10201	0.00	Each	\$ 2.2900	\$ 0.00
3	Air Filter, Pleated, 11 x 11 x 1, MERV 11; Quality Part No. MQPA11111	0.00	Each	\$ 3.5700	\$ 0.00
4	Air Filter, Pleated, 11 x 12 x 1, MERV 11; Quality Part No. MQPA11121	0.00	Each	\$ 3.4600	\$ 0.00
5	Air Filter, Pleated, 12 x 20 x 1, MERV 11; Quality Part No. MQP12201	0.00	Each	\$ 2.4300	\$ 0.00
6	Air Filter, Pleated, 12 x 24 x 1, MERV 11; Quality Part No. MQP12241	0.00	Each	\$ 2.3800	\$ 0.00
7	Air Filter, Pleated, 12 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1412241	0.00	Each	\$ 9.3200	\$ 0.00
8	Air Filter, Pleated, 12 x 24 x 2, MERV 11; Quality Part No. MQP12242	0.00	Each	\$ 2.8600	\$ 0.00
9	Air Filter, Pleated, 12 x 24 x 4, MERV 11; Quality Part No. MQP12244	0.00	Each	\$ 5.5400	\$ 0.00
10	Air Filter, Pleated, 12 x 24 x 6, MERV 11; Quality Part No. QCH812246	0.00	Each	\$ 18.0200	\$ 0.00

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Chattanooga, TN 37402

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Air Filter, Pleated, 13 x 19 x 1, MERV 11; Quality Part No. MQPA13191	0.00	Each	\$ 2.9200	\$ 0.00
12	Air Filter, Pleated, 14 x 16 x 2, MERV 11; Quality Part No. MQPA14162	0.00	Each	\$ 3.7700	\$ 0.00
13	Air Filter, Pleated, 14 x 18 x 1, MERV 11; Quality Part No. MQPA14181	0.00	Each	\$ 2.7100	\$ 0.00
14	Air Filter, Pleated, 14 x 20 x 1, MERV 11; Quality Part No. MQP14201	0.00	Each	\$ 2.3000	\$ 0.00
15	Air Filter, Pleated, 14 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1414201	0.00	Each	\$ 11.9500	\$ 0.00
16	Air Filter, Pleated, 14 x 24 x 1, MERV 11, Yellow Media in 14x24x1 Cardboard Frame with Wire on Both Sides; Quality Part No. PTA814241	0.00	Each	\$ 5.8000	\$ 0.00
17	Air Filter, Pleated, 14 x 30 x 1, MERV 11, Yellow Media in 14x30x1 Cardboard Frame with Wire on Both Sides; Quality Part No. PTA814301	0.00	Each	\$ 7.4100	\$ 0.00
18	Air Filter, Pleated, 15 x 20 x 1, MERV 11; Quality Part No. MQP15201	0.00	Each	\$ 2.5200	\$ 0.00
19	Air Filter, Pleated, 15 x 20 x 2, MERV 11; Quality Part No. MQP15202	0.00	Each	\$ 3.1300	\$ 0.00
20	Air Filter, Pleated, 16 x 16 x 2, MERV 11; Quality Part No. MQP16162	0.00	Each	\$ 3.5700	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
21	Air Filter, Pleated, 16 x 20 x 1, MERV 11; Quality Part No. MQP16201	0.00	Each	\$ 2.3400	\$ 0.00
22	Air Filter, Pleated, 16 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1416201	0.00	Each	\$ 10.1400	\$ 0.00
23	Air Filter, Pleated, 16 x 20 x 1 (BX16201), MERV 11; Quality Part No. MQP16201	0.00	Each	\$ 2.3400	\$ 0.00
24	Air Filter, Pleated, 16 x 20 x 2, MERV 11; Quality Part No. MQP16202	0.00	Each	\$ 3.0500	\$ 0.00
25	Air Filter, Pleated, 16 x 20 x 2, MERV 11 Nanofiber; Quality Part No. QMP1416202	0.00	Each	\$ 13.4600	\$ 0.00
26	Air Filter, Pleated, 16 x 20 x 4, MERV 11; Quality Part No. MQP16204	0.00	Each	\$ 5.4300	\$ 0.00
27	Air Filter, Pleated, 16 x 24 x 2, MERV 11; Quality Part No. MQP16242	0.00	Each	\$ 3.7100	\$ 0.00
28	Air Filter, Pleated, 16 x 24 x 4, MERV 11; Quality Part No. MQP16244	0.00	Each	\$ 7.4100	\$ 0.00
29	Air Filter, Pleated, 16 x 25 x 1, MERV 11; Quality Part No. MQP16251	0.00	Each	\$ 2.6100	\$ 0.00
30	Air Filter, Pleated, 16 x 25 x 2, MERV 11; Quality Part No. MQP16252	0.00	Each	\$ 3.5200	\$ 0.00

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414
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PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
31	Air Filter, Pleated, 16 x 25 x 2, MERV 11 Nanofiber; Quality Part No. QMP1416252	0.00	Each	\$ 15.5700	\$ 0.00
32	Air Filter, Pleated, 18 x 18 x 1, MERV 11 Nanofiber; Quality Part No. QMP1418181	0.00	Each	\$ 11.7900	\$ 0.00
33	Air Filter, Pleated, 18 x 20 x 2, MERV 11; Quality Part No. MQP18202	0.00	Each	\$ 3.8000	\$ 0.00
34	Air Filter, Pleated, 18 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1418241	0.00	Each	\$ 12.5700	\$ 0.00
35	Air Filter, Pleated, 18 x 24 x 2, MERV 11; Quality Part No. MQP18242	0.00	Each	\$ 4.0200	\$ 0.00
36	Air Filter, Pleated, 18 x 24 x 2, MERV 11 Nanofiber; Quality Part No. QMP1418242	0.00	Each	\$ 12.5500	\$ 0.00
37	Air Filter, Pleated, 19 x 19.5 x 1, MERV 11; Quality Part No. MQPA1919.51	0.00	Each	\$ 2.6600	\$ 0.00
38	Air Filter, Pleated, 20 x 20 x 1, MERV 11; Quality Part No. MQP20201	0.00	Each	\$ 2.6800	\$ 0.00
39	Air Filter, Pleated, 20 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420201	0.00	Each	\$ 11.8000	\$ 0.00
40	Air Filter, Pleated, 20 x 20 x 1 (BX20201), MERV 11; Quality Part No. MQP20201	0.00	Each	\$ 2.6800	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414
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PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
41	Air Filter, Pleated, 20 x 20 x 2, MERV 11; Quality Part No. MQP20202	0.00	Each	\$ 3.5700	\$ 0.00
42	Air Filter, Pleated, 20 x 20 x 2, MERV 11 Nanofiber; Quality Part No. QMP1420202	0.00	Each	\$ 15.7300	\$ 0.00
43	Air Filter, Pleated, 20 x 20 x 4, MERV 11; Quality Part No. MQP20204	0.00	Each	\$ 6.1100	\$ 0.00
44	Air Filter, Pleated, 20 x 24 x 1, MERV 11; Quality Part No. MQP20241	0.00	Each	\$ 3.1600	\$ 0.00
45	Air Filter, Pleated, 20 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420241	0.00	Each	\$ 13.3900	\$ 0.00
46	Air Filter, Pleated, 20 x 24 x 2, MERV 11; Quality Part No. MQP20242	0.00	Each	\$ 4.0500	\$ 0.00
47	Air Filter, Pleated, 20 x 25 x 1, MERV 11; Quality Part No. MQP20251	0.00	Each	\$ 2.9800	\$ 0.00
48	Air Filter, Pleated, 20 x 25 x 2, MERV 11; Quality Part No. MQP20252	0.00	Each	\$ 4.1400	\$ 0.00
49	Air Filter, Pleated, 20 x 25 x 2, MERV 11 Nanofiber; Quality Part No. QMP1420252	0.00	Each	\$ 11.6800	\$ 0.00
50	Air Filter, Pleated, 20 x 25 x 4, MERV 11; Quality Part No. MQP20254	0.00	Each	\$ 6.6800	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
51	Air Filter, Pleated, 20 x 25 x 4 (BX20254), MERV 11; Quality Part No. MQP20254	0.00	Each	\$ 6.6800	\$ 0.00
52	Air Filter, Pleated, 20 x 30 x 1, MERV 11; Quality Part No. MQP20301	0.00	Each	\$ 3.5200	\$ 0.00
53	Air Filter, Pleated, 20 x 30 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420301	0.00	Each	\$ 18.3900	\$ 0.00
54	Air Filter, Pleated, 20 x 30 x 2, MERV 11; Quality Part No. MQP20302	0.00	Each	\$ 5.4800	\$ 0.00
55	Air Filter, Pleated, 24 x 24 x 1, MERV 11; Quality Part No. MQP24241	0.00	Each	\$ 3.4300	\$ 0.00
56	Air Filter, Pleated, 24 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424241	0.00	Each	\$ 15.3900	\$ 0.00
57	Air Filter, Pleated, 24 x 24 x 2, MERV 11; Quality Part No. MQP24242	0.00	Each	\$ 4.5900	\$ 0.00
58	Air Filter, Pleated, 24 x 24 x 4, MERV 11; Quality Part No. MQP24244	0.00	Each	\$ 7.5000	\$ 0.00
59	Air Filter, Pleated, 24 x 24 x 6 with Header, MERV 11; Quality Part No. QCN924246	0.00	Each	\$ 27.0700	\$ 0.00
60	Air Filter, Pleated, 24 x 25 x 1, MERV 11; Quality Part No. MQPA24251	0.00	Each	\$ 4.4300	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
61	Air Filter, Pleated, 24 x 25 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424251	0.00	Each	\$ 20.5200	\$ 0.00
62	Air Filter, Pleated, 24 x 26 x 4, MERV 11; Quality Part No. MQPA24264	0.00	Each	\$ 9.4300	\$ 0.00
63	Air Filter, Pleated, 24 x 30 x 1, MERV 11; Quality Part No. MQP24301	0.00	Each	\$ 4.3600	\$ 0.00
64	Air Filter, Pleated, 24 x 30 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424301	0.00	Each	\$ 20.5200	\$ 0.00
65	Air Filter, Pleated, 24 x 36 x 1, MERV 11; Quality Part No. MQPA24361	0.00	Each	\$ 7.1400	\$ 0.00
66	Air Filter, Pleated, 24 x 36 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424361	0.00	Each	\$ 29.7000	\$ 0.00
67	Air Filter, Pleated, Carbon, 16 x 20 x 1, MERV 11; Quality Part No. OB16201	0.00	Each	\$ 2.7300	\$ 0.00
68	Air Filter, Pleated, Carbon, 20 x 20 x 1, MERV 11; Quality Part No. OB20201	0.00	Each	\$ 3.8400	\$ 0.00
69	Air Filter, Pleated, Carbon, 24 x 24 x 2, MERV 11; Quality Part No. OB24242	0.00	Each	\$ 5.6800	\$ 0.00
70	Air Filter, Pleated, Carbon, 24 x 24 x 12, MERV 11 Nanofiber, 10 Pleats/5 Packs; Quality Part No. QCN9242412	0.00	Each	\$ 32.9600	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414
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PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
71	Air Filter, Pleated, Exact Sized, 8 x 21.25 x 1, MERV 8; Quality Part No. EQP08.21B1E	0.00	Each	\$ 4.0000	\$ 0.00
72	Air Filter, Pleated, Exact Sized, 8.25 x 21 x 1, MERV 8; Quality Part No. EQP08B211E	0.00	Each	\$ 4.0000	\$ 0.00
73	Air Filter, Pleated, Exact Sized, 8.25 x 32.25 x 1, MERV 8; Quality Part No. EQP08B32B1E	0.00	Each	\$ 6.6400	\$ 0.00
74	Air Filter, Pleated, Exact Sized, 10 x 36 x 1, MERV 8; Quality Part No. EQP10361E	0.00	Each	\$ 3.1100	\$ 0.00
75	Air Filter, Pleated, Exact Sized, 10 x 60.25 x 1, MERV 8; Quality Part No. EQP1062B1E	0.00	Each	\$ 8.0400	\$ 0.00
76	Air Filter, Pleated, Exact Sized, 23.5 x 23.5, MERV 8, 3-Ply, Yellow Media, 4 Wire Across/4 Wire Cross Members on Frame; Quality Part No. MERV 8 3 PLY	0.00	Each	\$ 5.2900	\$ 0.00
77	Air Filter, Pleated, Exact Sized, 7.75 x 11.75 x .75, MERV 11 Nanofiber; Quality Part No. QMP1407G11G1E	0.00	Each	\$ 11.9500	\$ 0.00
78	Air Filter, Pleated, Exact Sized, 11 7/8 x 19 5/8 x .75, MERV 11 Nanofiber; Quality Part No. QMP1411H19F1E	0.00	Each	\$ 11.9500	\$ 0.00
79	Air Filter, Pleated, Exact Sized, 15.25 x 31.5 x 1.75, MERV 11 Nanofiber, Media Length should be 11.75"; Quality Part No. QMP1415B31D2E	0.00	Each	\$ 18.2500	\$ 0.00
80	Air Filter, Pleated, Exact Sized, 15.375 x 24.375 x 3.75, MERV 11 Nanofiber; Quality Part No. QMP1415C24C4E	0.00	Each	\$ 26.6600	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
81	Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1416251	0.00	Each	\$ 11.6800	\$ 0.00
82	Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x 1.5, MERV 11 Nanofiber; Quality Part No. QMP1416252	0.00	Each	\$ 15.5700	\$ 0.00
83	Air Filter, Pleated, Exact Sized, 19.25 x 9.25 x .75, MERV 11 Nanofiber; Quality Part No. QMP1409B19B1E	0.00	Each	\$ 11.8000	\$ 0.00
84	Air Filter, Pleated, Exact Sized, 19.25 x 24.25 x 3.5, MERV 11 Nanofiber; Quality Part No. QMP1419B24B4E	0.00	Each	\$ 32.0700	\$ 0.00
85	Air Filter, Pleated, Exact Sized, 19.375 x 24.375 x 3.75, MERV 11 Nanofiber; Quality Part No. QMP1419C24C4E	0.00	Each	\$ 32.0700	\$ 0.00
86	Air Filter, Pleated, Exact Sized, 19.5 x 19.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1420201	0.00	Each	\$ 11.8000	\$ 0.00
87	Air Filter, Pleated, Exact Sized, 19.75 x 19.5 x 3.5, MERV 11 Nanofiber, Provide Handle on One Side; Quality Part No. QMP1419D19G4E	0.00	Each	\$ 27.2100	\$ 0.00
88	Air Filter, Pleated, Exact Sized, 21.5 x 23.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1421D23D1E	0.00	Each	\$ 5.2500	\$ 0.00
89	Air Filter, Poly, 10 x 20 x 1, MERV 8 (Box); Quality Part No. BPP10201	0.00	Each	\$ 2.4600	\$ 0.00
90	Air Filter, Poly, 10 x 24 x 1, MERV 8 (Box); Quality Part No. BPP10241	0.00	Each	\$ 2.5900	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281 Air Filtration Service P O Box 80025 Chattanooga, TN 37414
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PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 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
91	Air Filter, Poly, 12 x 12 x 1, MERV 8 (Box); Quality Part No. BPP12121	0.00	Each	\$ 2.2300	\$ 0.00
92	Air Filter, Poly, 12 x 20 x 1, MERV 8 (Box); Quality Part No. BPP12201	0.00	Each	\$ 2.5000	\$ 0.00
93	Air Filter, Poly, 12 x 30 x 1, MERV 8 (Box); Quality Part No. BPP12301	0.00	Each	\$ 2.7300	\$ 0.00
94	Air Filter, Poly, 14 x 20 x 1, MERV 8 (Box); Quality Part No. BPP14201	0.00	Each	\$ 2.6400	\$ 0.00
95	Air Filter, Poly, 14 x 24 x 1, MERV 8 (Box); Quality Part No. BPP14241	0.00	Each	\$ 2.6800	\$ 0.00
96	Air Filter, Poly, 16 x 20 x 1, MERV 8 (Box); Quality Part No. BPP16201	0.00	Each	\$ 2.7700	\$ 0.00
97	Air Filter, Poly, 16 x 25 x 1, MERV 8 (Box); Quality Part No. BPP16251	0.00	Each	\$ 2.9000	\$ 0.00
98	Air Filter, Poly, 16 x 30 x 1, MERV 8 (Box); Quality Part No. BPP16301	0.00	Each	\$ 2.9900	\$ 0.00
99	Air Filter, Poly, 18 x 24 x 1, MERV 8 (Box); Quality Part No. BPP18241	0.00	Each	\$ 3.0400	\$ 0.00
100	Air Filter, Poly, 20 x 20 x 1, MERV 8 (Box); Quality Part No. BPP20201	0.00	Each	\$ 2.9000	\$ 0.00

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

V E N D O R	Vendor Number: 735567 Vendor Alternate ID: 4281
	Air Filtration Service P O Box 80025 Chattanooga, TN 37414

PO Date: 15-DEC-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 536149 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
101	Air Filter, Poly, 20 x 25 x 1, MERV 8 (Box); Quality Part No. BPP20251	0.00	Each	\$ 2.9000	\$ 0.00
102	Air Filter, Poly, 20 x 30 x 1, MERV 8 (Box); Quality Part No. BPP20301	0.00	Each	\$ 3.0400	\$ 0.00
103	Air Filter, Poly, 24 x 24 x 1, MERV 8 (Box); Quality Part No. BPP24241	0.00	Each	\$ 3.0600	\$ 0.00
104	Air Filter, Specialty, 12 x 24 x 12, MERV 8; Quality Part No. QCH6122412	0.00	Each	\$ 20.0200	\$ 0.00
105	Air Filter, Specialty, 20 x 24 x 12, MERV 8; Quality Part No. QCH6202412	0.00	Each	\$ 27.6600	\$ 0.00
106	Air Filter, Specialty, 24 x 24 x 12, MERV 8; Quality Pat No. QCH6242412	0.00	Each	\$ 34.0900	\$ 0.00
107	Air Filter, Specialty, 20 x 80 Poly Link Filters, MERV 8; Quality Part No. RLD82080	0.00	Each	\$ 15.3600	\$ 0.00
108	Air Filter, Metal, Waffle, 24 x 24 x 2, MERV 11; Sidco Part No. 432-0321	0.00	Each	\$ 81.9100	\$ 0.00
109	Filter, Panel Element, Metal, MERV 11; Sidco Part No. 643-3360	0.00	Each	\$ 61.1500	\$ 0.00
110	Filter, Panel Element, Metal, MERV 8; Dollinger Part No. MNP6020-2424	0.00	Each	\$ 255.0000	\$ 0.00

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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
111	Filter, Desiccant Breather, MERV 11; Des Case Part No. DC-4	0.00	Each	\$ 80.1500	\$ 0.00
112	Air Filter, Metal, 12 x 24 x 6, MERV 14, Rigid; Quality Part No. QCN912246	0.00	Each	\$ 16.7300	\$ 0.00
113	Air Filter, Metal, 24 x 24 x 6, MERV 14, Rigid; Quality Part No. QCN924246	0.00	Each	\$ 24.6300	\$ 0.00
114	Air Filters not list above; +20 % Markup - This includes any Non-Pleated and other Specialty Air Filters	0.00	Each	\$ 1.0000	\$ 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

December 13, 2017

Mayor Andy Berke

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

Subject: Contract Renewal of Blanket 525217 – Common Brick and Pavers –Public Works Department/City Wide Services

Dear Mr. Holland:

Council approval is recommended to renew blanket contract 525217 for Common Brick and Pavers as needed by the Public Works Department/City Wide Services. The City of Chattanooga is exercising the final option to renew this contract for an additional twelve (12) months through November 14, 2018. The estimated annual expenditure under this contract is \$33,000.00.

The invitation to bid was sent to four (4) vendors as well as formally advertised. Two (2) bids were received. A spreadsheet is attached showing the bid results. The bids are retained on file in the Purchasing Office for your review upon request. A copy of Blanket Contract 525217 is attached.

I recommend extending this contract with Jenkins Brick Company, 308 West 47th Street, Chattanooga, TN 37410, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/DP
Attachments



City of Chattanooga

Mayor Andy Berke

October 30, 2017

Jenkins Brick Company/Acme Brick Company
Attn: Lance Edwards
308 West 47th Street
Chattanooga, TN 37410

Subject: 525217 - Renewal For Common Brick and Pavers – Public Works/City Wide Services

Dear Mr. Edwards:

The City of Chattanooga Public Works Department would like to have an extension of this contract for an additional (12) twelve month term under the same terms and conditions.

By mutual agreement, the extended contract date will be November 14, 2018. Please sign below and return by fax or e-mail if you are in agreement with the contract renewal.

As always, we appreciate the quality of service you have provided and look forward to working with you in the future.

Signed: _____

Handwritten signature of Lance Edwards.

Handwritten signature of the Operations Manager.

Handwritten signature of Dedra Partridge.

Dedra Partridge – Buyer
City of Chattanooga/Purchasing
101 East 11th Street City Hall, G 13
Chattanooga, TN 37402

Tele: (423) 643-7237
Fax: (423) 643-7244
dpartridge@chattanooga.gov

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: 133987 Jenkins Brick Company or Acme Brick Company 308 West 47th Street Chattanooga, TN 37410
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PO Date: 28-FEB-14 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 525217 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number
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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No. 49556 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-757-0649 Email: tucker_w@chattanooga.gov Items Being Purchased: Common Bricks and Pavers For delivery to: City Yards Tool Room 1001 East 12th Street Chattanooga, TN 37403 Delivery Contact: Sharon Smith, Tel 423-757-5357 This shall be a twelve (12) month blanket contract to supply Common Bricks as needed by agencies of the City of Chattanooga. The contract term may be renewed for four (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may bilaterally extend the Contract by providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date. Approved by City Council on November 15, 2011 Assignment of Contract from Key James Brick approved February 25, 2014 Vendor Contact Information: Vendor Name: Jenkins Brick Contact Person: Lance Edwards Tel: 423-821-3547 Fax: 423-821-3550 Email: ledwards@brick.com Street Address: 308 West 47th Street City, State, Zip: Chattanooga, TN 37410					

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order 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: 133987 Jenkins Brick Company or Acme Brick Company 308 West 47th Street Chattanooga, TN 37410
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PO Date: 28-FEB-14 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 525217 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	Contract: Common Brick, priced per thousand	0.00	Thousand	\$ 240.0000	\$ 0.00
2	ADA Clay Pavers, Pinehall Brick Red, Priced per each	0.00	Each	\$ 4.5000	\$ 0.00
3	ADA Pavers, Pavestone River Red, Priced per each.	0.00	Each	\$ 5.2500	\$ 0.00
4	Pavers, Pavestone River Red, Non ADA - Priced per each.	0.00	Each	\$ 3.5000	\$ 0.00
5	Delivery Charge	0.00	Each	\$ 125.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order 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

December 13, 2017

Ms. Maura Sullivan
Mayor's Office
101 East 11th Street
Chattanooga, TN 37402

Subject: Req. 163693 - 2017-2018 Tennessee Municipal League Annual Membership Dues

Dear Ms. Sullivan:

Council approval is recommended to issue a Purchase Order for payment of 2017-2018 Annual Membership Dues to the Tennessee Municipal League in the amount of \$37,100.00.

The amount of our membership is based on the City's population as recorded with the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, certified by the 2010 Census, and updated by the DECD annually. Also, membership in the TML makes our City eligible for membership in the National League of Cities (NLC).

This is a sole source purchase. TCA 6-56-304.2 allows for this sole source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dk
Attachment



Tennessee Municipal League

226 Capitol Boulevard, Suite 710

Nashville, TN 37219

(615) 255-6416 Fax: (615) 255-4752 www.TML1.org

2017-2018 Annual Membership Dues

Remit to: Tennessee Municipal League, 226 Capitol Blvd, Suite 710, Nashville, TN 37219

Invoice # 312817

Invoice Date: 8/18/2017

Amount Due \$37,100.00

Due Date: September 30, 2017

City of Chattanooga

101 E. 11th St., Third Floor

Chattanooga, TN 37402

I.D. # 312

Population 167674

TTC Sub 29

TML District 3

OK to pay
[Signature]

The payment of your city's dues means membership in the Tennessee Municipal League for the fiscal year 2017-2018. Also, the payment of your annual membership dues covers the price (\$6.00 each) of the number of subscriptions showing on your original invoice. Your dues are based on the city population as recorded with the Tennessee Department of Economic and Community Development, Local Planning Assistance Office and certified by the 2010 Census and updated by the DECD annually. The population of your city also shows on the original invoice.

Schedule of TML Annual Dues

Under 250 population.....	168.00	5,000 - 100,000 per capita at \$0.2795	
251 - 500.....	278.00	(Maximum \$9,102.00)	
501 - 800.....	345.00		
801 - 1,000.....	417.00	100,001 - 160,000	\$ 24,252.00
1,001 - 1,500.....	500.00	160,001 - 235,000	37,100.00
1,501 - 2,000.....	561.00	235,001 - 440,000	44,216.00
2,001 - 3,000.....	838.00	Over 440,000	57,920.00
3,001 - 4,000.....	1,129.00		
4,001 - 5,000.....	1,398.00		

Membership in the TML makes your city eligible for membership in the National League of Cities (NLC).

Questions? contact: Debbie Kluth, Dir of Marketing and Member Services at (615) 425-3908 or dkluth@TML1.org

REC SENT FROM ACCOUNTS PAYABLE



City of Chattanooga

Mayor Andy Berke

December 14, 2017

Ms. Maura Sullivan
Chief Operating Office
101 East 11th Street
Chattanooga, TN 37402

Subject: Req. 163945 - Socrata Data Platform - Software, Support, and Maintenance - Office of the Mayor

Dear Ms. Sullivan:

Council approval is recommended for the purchase of Socrata Data Platform, including Open Data, Open Performance (GovStat), and Perspectives, Software, Support, and Maintenance for the Office of the Mayor for a period of twelve months. This purchase will be in the amount of \$141,825.48.

This Single Source purchase from Socrata is required to support the system currently utilized by the Mayor's Office.

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

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dk
Attachment

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 \$ 166,000
open data, data visualization & dash boarding platform.

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)

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?
Socrata provides an end to end solution for data processing, analysis and visualization through a highly integrated set of products.
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 Socrata
Office of Performance
Department Management Open Data Contact: Tim Moreland

My 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.

Tim Moreland 12-7-17
Department Head's Signature Date
Man B. Sells 12-13-17



705 5th Ave S Suite #600
 Seattle, WA 98104
 (206) 340-8008

Sales Rep: Adrienne Greenberg
 Date: 12/8/2017
 Pricing under this Order is only valid until 11/15/2017. All fees are in USD.

ORDER FOR WEB-BASED PLATFORM SERVICE Socrata, Inc.

No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).

Binding When Signed by Both Parties This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).

Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at <https://socrata.com/terms-of-service/>; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8606/0631/Mod_1000_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference. (**Agreement**).

Fee Table – Platform Services under this Order are in USD and are as follows:

Product	Item Description	Start Date	End Date	Term	Per Unit Price	Quantity	Total
Socrata Data Platform - Master Subscription License (5)	- Performance Portal - Open Data Portal - City Insider - Open Budget - Open Expenditures - Unlimited Datasets - Unlimited Goals - Gold Support - Standard Education	7/1/2017	6/30/2018	12.00	\$11,818.79	1	\$141,825.48
TOTAL:							\$141,825.48

Attachments.

The following Exhibits and Schedules, the Agreement, and such other documents referenced herein or therein, are incorporated by reference and together with this document constitute the complete order:

- Exhibit A Solution Descriptions
- Exhibit B Master Platform Subscription Agreement

Misc. All terms not defined in this order have the meanings ascribed to such terms in this Agreement, and if there is a conflict between the order the Agreement, the order prevails. This order and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term is effective unless both parties sign it. The parties hereto have caused this order to be executed by their duly authorized representatives as of the date first written above. By signing this order, signer is an employee of Customer and is authorized to bind Customer to the terms of this order.

Socrata, Inc.

Customer

By _____
 Name _____
 Title _____

By _____
 Name _____
 Title _____



705 5th Ave S, Suite #600
Seattle, WA 98104
(206) 340-8008

Date _____

Date _____

Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order

Special Conditions, if any.
None

Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change:

Customer Billing Contact	
Mailing Address:	100 E 11th St Ste 200 Chattanooga TN 37402-4288 United States
City/State/Zip	Chattanooga TN 37402-4288
Contact Name:	Maura Sullivan
Contact Phone:	901-576-6040
Contact Email Address:	msullivan@chattanooga.gov

Billing Inquiries. Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.340.8008, fax at 206.452.2010, email at accounts_receivable@Socrata.com or by writing Billing Department, 705 5th Avenue South, Suite 600, Seattle, WA 98104. Unless expressly set forth in the Order, fees in this order are exclusive of taxes, travel and expenses, and third party reseller fees.

EXHIBIT A

Solution Descriptions

Product	Product Description
Socrata Data Platform - Master Subscription License (5)	Socrata Data Platform MSA 5

Socrata Sole Source Justification for Purchase of Open Data, Open Performance, and Perspectives

Introduction

Socrata, Inc. is the only solution provider with the capabilities, expertise, and experience to enable government innovators to facilitate successful open data and performance management programs that deliver impact for their organizations and constituents.

Background

Cloud Delivery & Time-to-Value

Socrata is a turnkey, configurable, software-as-a-service offering that offers superior time-to-value when compared to DIY, on-premises, and other competing solutions.

Data Publishing at Enterprise-scale

Socrata is the only provider of open data solutions with enterprise-scale data publishing and automation capabilities that scale from efficiently and quickly loading a single CSV, to automating the update of a data source system system via API, to establishing a streaming connection to a live sensor array.

Sophisticated Data, User, and Program Management

Socrata's open data and performance management solution is the only one that enables true program management and scalability by giving program administrators and data publishers visibility into the pre-publication pipeline of data and assets across their program while empowering them to take action and monitor program success with capabilities like configurable approval stages, asset moderation, live usage metrics for monitoring program impact, and extensibility to enterprise identity management systems like Active Directory.

End-user Data Exploration Experiences that Empower Understanding

The Socrata platform is the only solution in the market that enables end-users to understand and act on published data with performance-optimized and interactive visualizations, high-density and user-configurable geospatial visualizations, and intuitive query and filtering controls.

Optionally, publishers can utilize Socrata Perspectives™, a platform add-on, to craft engaging and data-rich narratives that enable data experts within government organizations to connect the dots between policies, data, and outcomes for end-users.

Automatic Classification and Distribution of Government Data

The Socrata platform is the only solution in the market that automatically amplifies the discoverability of government data through distribution to multiple consumption channels at the same time. Data is automatically classified and annotated through machine-learning algorithms, optimized for discovery through search engines, and distributed through the Open Data Network (opendatanetwork.com), the one-stop destination for high quality open government data.

Integrated Data Pipeline and Suite of Applications in One Solution

The Socrata platform is the only solution in the market that offers an end-to-end data pipeline that enhances the value of government data by optimizing the access and presentation of data to a broad range of audiences across multiple user contexts. Only with Socrata, can a government user turn a single flat data file, into an interactive experience where trends can be visualized and queried online, a robust and highly expressive Application Programming Interface (API) for querying the data programmatically, a data-rich narrative for drag-and-drop storytelling, a performance dashboard for tracking and sharing Key Performance Indicators-- all in a matter of minutes and with no technical expertise on the user's part.

Ecosystem Enablement and Extensive Support for Standards.

Facilitate a vibrant ecosystem around your data with self-documenting, high-performance APIs for every dataset, geoJSON endpoints for all geospatial datasets, and cross-catalog data and asset federation to connect your catalog to the broader ecosystem -- including automatic support for the Data.gov catalog harvester and U.S. Project Open Data via data.JSON.

Enable scientists, analysts, and internal teams with automatic support for extensibility to R, Tableau, Microsoft Excel, Microsoft PowerBI, and other common productivity tools via standards-compliant libraries, APIs, and an OData endpoint for every dataset.

Security & Scalability

Built atop Amazon Web Services infrastructure, Socrata's platform scales to meet the needs of the world's largest open data programs. Currently Socrata is certified as FISMA-LOW-ATO (Authority to Operate), and is configured to a NIST-800-53 (Rev 4) security standard as defined by the U.S. Federal Government. A copy of Socrata's system security plan ("SSP") is available upon request.

A Proven Methodology

Socrata's solution is delivered alongside a proven success methodology that has been developed, over nearly a decade of exclusive focus on open data, in partnership with governments and organizations like The White House, Code for America, City of Chicago, City of New York, City of Los Angeles (ranked #1 in U.S. in 2016), State of New York, City of Alberta (ranked #1 in Canada in 2016), The World Bank, and many others.



City of Chattanooga

Mayor Andy Berke

December 13, 2017

Ms. Maura Sullivan
Chief Operating Officer
Purchasing Department
101 East 11th Street
Chattanooga, TN 37402

Subject: Contract Renewal of Blanket PO No. 526878 – Multi-Function Devices (Copiers) – City Wide – Purchasing Department

Dear Ms. Sullivan:

Council approval is recommended to renew Blanket PO No. 526878 for Multi-Function Devices (Copiers), City Wide, Purchasing Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months, through December 2018, for an estimated annual amount of \$500,000.

This contract utilizes Tennessee Statewide Contract 400-39769 with Canon Solutions America. A copy of the State contract is enclosed for your review.

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

I recommend renewing Blanket PO No. 526878 for Multi-Function Devices (Copiers) to Canon Solutions America, 14904 Collections Center Drive, Chicago, IL 60693.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 26133
	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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.: 95814 / 303390 Ordering Dept.: General Services, City Wide Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Multi-Function Devices (Copiers) ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be for Two (2) Year and Six (6) Month Blanket Contract To Supply the City of Chattanooga with Multi-Function Devices (Copiers). ** This is to coincide with the State of Tennessee Contract No. SWC400-39769 ** ** start date of December 3, 2013 and end date of December 2, 2014. ** The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By 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. 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. Lines 1 - 39 are for Leasing Copiers Lines 40 - 86 are for Purchasing Copiers Purchase Order is issued in accordance with the State of Tennessee Contract No. SWC400-39769 that started December 3, 2013 is hereby made part of this contract. City Council approved on June 10, 2014 Contract begin/end dates: 06/16/14 - 12/02/17 Vendor Contact: Mark Choate Phone No.: 615-238-6254 Fax No.: 615-360-5088 Email: jchoate@csa.canon.com					

***** 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 BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 26133
	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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
1	Canon IR4225; Monthly Lease - 5,000 Copy Allowance, 20 CPM	0.00	Month	\$ 62.3700	\$ 0.00
2	Canon IR4235; Monthly Lease - 12,000 Copy Allowance, 30 CPM	0.00	Month	\$ 66.9000	\$ 0.00
4	Canon IR4245; Monthly Lease - 25,000 Copy Allowance, 45 CPM	0.00	Month	\$ 116.7600	\$ 0.00
6	Canon IR6255/IR6555i; Monthly Lease - 65,000 Copy Allowance, 55 CPM	0.00	Month	\$ 152.0300	\$ 0.00
7	Canon IR6275/IR6575i; Monthly Lease - 75,000 Copy Allowance, 70 CPM	0.00	Month	\$ 197.4400	\$ 0.00
8	Canon C3325/C3525i (Color); Monthly Lease - 5,000 Copy Allowance, 20 CPM	0.00	Month	\$ 74.1200	\$ 0.00
9	Canon C3330/C3530i (Color); Monthly Lease - 12,000 Copy Allowance, 30 CPM	0.00	Month	\$ 77.0700	\$ 0.00
10	Canon C5240/C5540i (Color); Monthly Lease - 25,000 Copy Allowance, 40 CPM	0.00	Month	\$ 101.8600	\$ 0.00
11	Cost per Color Copy; Monthly	0.00	Month	\$ 0.0490	\$ 0.00
12	Canon IR4225/IR4235/IR4245; Stapler Option; Monthly Lease	0.00	Month	\$ 6.9300	\$ 0.00

***** NOTICE *****

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

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: 26133
	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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
13	Canon IR6255/IR6275/IR6555i/IR6575i; Stapler Option; Monthly Lease	0.00	Month	\$ 11.3900	\$ 0.00
14	Canon C3325/C3330/C3525i/C3530i/C5240/C5540i; Stapler Option; Monthly Lease	0.00	Month	\$ 7.0100	\$ 0.00
15	Canon IR4225/IR4235/IR4245; 3 Hole Punch Option; Monthly Lease	0.00	Month	\$ 4.3300	\$ 0.00
16	Canon IR6255/IR6275/IR6555i/IR6575i; 3 Hole Punch Option; Monthly Lease	0.00	Month	\$ 4.3400	\$ 0.00
17	Canon C5240/C5540i; 3 Hole Punch Option; Monthly Lease	0.00	Month	\$ 14.7200	\$ 0.00
18	Canon IR4225/IR4235/IR4245; Data Encryption Option; Monthly Lease	0.00	Month	\$ 3.5300	\$ 0.00
19	Canon IR6255/IR6275/IR6555i/C6575i; Data Encryption Option; Monthly Lease	0.00	Month	\$ 3.5500	\$ 0.00
20	Canon C3325/C3330/C3525i/C3530i; Data Encryption Option; Monthly Lease	0.00	Month	\$ 2.3600	\$ 0.00
21	Canon C5240/C5540i; Data Encryption Option; Monthly Lease	0.00	Month	\$ 5.9700	\$ 0.00
22	Canon IR4225/IR4235/IR4245; Fax Board / Fax Forwarding Option; Monthly Lease	0.00	Month	\$ 5.3900	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 26133
	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

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

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
23	Canon IR6255/IR6275/IR6555/IR6575i/C5240/C5540i; Fax Board / Fax Forwarding Option; Monthly Lease	0.00	Month	\$ 5.4500	\$ 0.00
24	Canon C3325/C3330/C3525i/C3530i; Fax Board / Fax Forwarding Option; Monthly Lease	0.00	Month	\$ 9.3100	\$ 0.00
25	Canon IR4225/IR4235/IR4245; HID Card Scanner Option; Monthly Lease	0.00	Month	\$ 2.1600	\$ 0.00
26	Canon IR6255/IR6275/IR6555/IR6575i; HID Card Scanner Option; Monthly Lease	0.00	Month	\$ 2.0200	\$ 0.00
27	Canon C3325/C3330/C3525i/C3530i; HID Card Scanner Option; Monthly Lease	0.00	Month	\$ 2.1400	\$ 0.00
28	Canon C5240/C5540i;HID Card Scanner Option; Monthly Lease	0.00	Month	\$ 2.2800	\$ 0.00
29	Canon IR4225/IR4235/IR4245; Optical Character Recognition (OCR) Option; Monthly Lease (Included)	0.00	Month	\$ 0.0000	\$ 0.00
30	Canon IR6255/IR6275/IR6555/IR6575i/C5240/C5540i; Optical Character Recognition (OCR) Option; Monthly Lease	0.00	Month	\$ 5.7000	\$ 0.00
31	Canon C3325/C3330/C3525i/C3530i; Optical Character Recognition (OCR) Option; Monthly Lease	0.00	Month	\$ 7.0500	\$ 0.00
32	Canon IR4225/IR4235/IR4245; Post-Script Option; Monthly Lease	0.00	Month	\$ 5.3100	\$ 0.00

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

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	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

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

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
33	Canon IR6255/IR6275/C6555i/C6575i; Post-Script Option; Monthly Lease	0.00	Month	\$ 6.5300	\$ 0.00
34	Canon C3325/C3330/C3525i/C3530i; Post-Script Option; Monthly Lease	0.00	Month	\$ 3.9000	\$ 0.00
35	Canon C5240/C5540i; Post-Script Option; Monthly Lease	0.00	Month	\$ 7.2800	\$ 0.00
36	Canon IR4225/IR4235/IR4245; Additional Input Tray Capacity Option (1,100 Sheets); Monthly Lease	0.00	Month	\$ 5.5000	\$ 0.00
37	Canon C5240/C5540i; Additional Input Tray Capacity Option (1,100 Sheets); Monthly Lease	0.00	Month	\$ 4.9000	\$ 0.00
38	Coin Operated Device Option for all Canon Machines; Multi-vend Tower, Install Pak & Interface; Monthly Lease	0.00	Month	\$ 34.7500	\$ 0.00
39	This Line has been discontinued -----Canon Multi-Function Devices (Copiers) with Copy Allowances not Listed Above; Monthly Lease (See Spreadsheet for Leasing)	0.00	Month	\$ 1.0000	\$ 0.00
40	Canon IR4025/IR4225; Purchase - 5,000 Copy Allowance, 20 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 2,140.2200	\$ 0.00
41	Canon IR4035/IR4235; Purchase - 12,000 Copy Allowance, 30 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 2,149.8000	\$ 0.00
44	Canon IR4045/IR4245; Purchase - 25,000 Copy Allowance, 40 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 2,104.7400	\$ 0.00

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City of Chattanooga
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Chattanooga, TN 37402

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PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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
45	Canon IR6255; Purchase - 65,000 Copy Allowance, 55 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 3,612.7700	\$ 0.00
46	Canon IR6275; Purchase - 75,000 Copy Allowance, 70 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 3,713.3900	\$ 0.00
47	Canon C2225 (Color); Purchase - 5,000 Copy Allowance, 20 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 2,001.1100	\$ 0.00
48	Canon C2230 (Color); Purchase - 12,000 Copy Allowance, 30 CPM (Requires Monthly Service Fee)	0.00	Each	\$ 2,303.9200	\$ 0.00
49	Canon C5240 (Color); Purchase - 25,000 Copy Allowance	0.00	Each	\$ 3,264.3900	\$ 0.00
50	Canon IR4025/IR4225; Purchase - Monthly Service Fee (for Line No. 40)	0.00	Month	\$ 21.9100	\$ 0.00
51	Canon IR4035/IR4235; Purchase - Monthly Service Fee (for Line No. 41)	0.00	Month	\$ 26.2600	\$ 0.00
52	Canon IR4045/IR4245; Purchase - Monthly Service Fee (for Line No. 44)	0.00	Month	\$ 76.9900	\$ 0.00
53	Canon IR6255; Purchase - Monthly Service Fee (for Line No. 45)	0.00	Month	\$ 83.1400	\$ 0.00
54	Canon IR6275; Purchase - Monthly Service Fee (for Line No. 46)	0.00	Month	\$ 126.6100	\$ 0.00

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PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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
55	Canon C2225 (Color); Purchase - Monthly Service Fee (for Line No. 47)	0.00	Month	\$ 36.3500	\$ 0.00
56	Canon C2230 (color); Purchase - Monthly Service Fee (for Line No. 48)	0.00	Month	\$ 33.4500	\$ 0.00
57	Canon C5240 (Color); Purchase - Monthly Service Fee (for Line No. 49)	0.00	Month	\$ 39.7000	\$ 0.00
58	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); Stapler Option; Purchase	0.00	Each	\$ 359.0000	\$ 0.00
59	Canon IR6255 / IR6275; Stapler Option; Purchase	0.00	Each	\$ 590.0000	\$ 0.00
60	Canon C2225 / C2230 / C5240; Stapler Option; Purchase	0.00	Each	\$ 363.0000	\$ 0.00
61	Canon IR4045/IR4245; 3 Hole Punch Option; Purchase	0.00	Each	\$ 224.0000	\$ 0.00
62	Canon IR6255 / IR6275; 3 Hole Punch Option; Purchase	0.00	Each	\$ 225.0000	\$ 0.00
63	Canon C5235; Purchase - 12,000 Copy Allowance with 3 Hole Punch, 40 CPM (See Bottom of Spreadsheet for Purchase)	0.00	Each	\$ 1,715.0000	\$ 0.00
64	Canon C5240; 3 Hole Punch Option; Purchase	0.00	Each	\$ 762.0000	\$ 0.00

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

V E N D O R	Vendor Number: Vendor Alternate ID: 26133 Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693
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PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 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
65	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); Data Encryption Option; Purchase	0.00	Each	\$ 183.0000	\$ 0.00
66	Canon IR6255 / IR6275; Data Encryption Option; Purchase	0.00	Each	\$ 184.0000	\$ 0.00
67	Canon C2225 / C2230; Data Encryption Option; Purchase	0.00	Each	\$ 122.0000	\$ 0.00
68	Canon C5240; Data Encryption Option; Purchase	0.00	Each	\$ 309.0000	\$ 0.00
69	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); Fax Board / Fax Forwarding; Purchase	0.00	Each	\$ 279.0000	\$ 0.00
70	Canon IR6255 / IR6275 / C5240; Fax Board / Fax Forwarding; Purchase	0.00	Each	\$ 282.0000	\$ 0.00
71	Canon C2225 / C2230; Fax Board / Fax Forwarding; Purchase	0.00	Each	\$ 482.0000	\$ 0.00
72	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); HID Card Scanner; Purchase	0.00	Each	\$ 112.0000	\$ 0.00
73	Canon IR6255 / IR6275; HID Card Scanner; Purchase	0.00	Each	\$ 105.0000	\$ 0.00
74	Canon C2225; HID Card Scanner; Purchase	0.00	Each	\$ 110.0000	\$ 0.00

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

V E N D O R	Vendor Number: Vendor Alternate ID: 26133
	Canon Solutions America 15004 Collections Center Drive Chicago, IL 60693

PO Date: 16-JUN-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 526878 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

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

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
75	Canon C2230; HID Card Scanner; Purchase	0.00	Each	\$ 111.0000	\$ 0.00
76	Canon C5240; HID Card Scanner; Purchase	0.00	Each	\$ 118.0000	\$ 0.00
77	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); Optical Character Recognition (OCR) Option; Purchase	0.00	Each	\$ 401.0000	\$ 0.00
78	Canon IR6255 / IR6275 / C5240; Optical Character Recognition (OCR) Option; Purchase	0.00	Each	\$ 295.0000	\$ 0.00
79	Canon C2225 / C2230; Optical Character Recognition (OCR) Option; Purchase	0.00	Each	\$ 365.0000	\$ 0.00
80	Canon IR4025 (IR4225) / IR4035 (IR4235) / IR4045 (IR4245); Post-Script Option; Purchase	0.00	Each	\$ 275.0000	\$ 0.00
81	Canon IR6255 / IR6275; Post-Script Option; Purchase	0.00	Each	\$ 338.0000	\$ 0.00
82	Canon C2225 / C2230; Post-Script Option; Purchase	0.00	Each	\$ 202.0000	\$ 0.00
83	Canon C5240; Post-Script Option; Purchase	0.00	Each	\$ 377.0000	\$ 0.00
84	Canon IR4045/IR4245; Additional Input Tray Capacity Option (1,100 Sheets); Purchase	0.00	Each	\$ 285.0000	\$ 0.00

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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
85	Canon C5240; Additional Input Tray Capacity Option (1,100 Sheets); Purchase	0.00	Each	\$ 254.0000	\$ 0.00
86	Canon Multi-Function Devices (Copiers) with Copy Allowances not Listed Above; Purchase (See Spreadsheet for Purchasing)	0.00	Each	\$ 1.0000	\$ 0.00
87	Canon IR6255 / IR6275; Booklet Finisher Option; Monthly Lease	0.00	Each	\$ 37.7700	\$ 0.00
88	Canon IR6255 / IR6275; Paper Deck Option; Monthly Lease	0.00	Each	\$ 16.8000	\$ 0.00
89	Canon C5240; Additional Memory (Per Month, Leased Machines)	0.00	Each	\$ 2.0900	\$ 0.00
90	Canon C5240; Booklet Finisher; Monthly Lease	0.00	Each	\$ 24.4200	\$ 0.00
91	Canon C3330 (Color); Monthly Lease - 12,000 Copy Allowance, 30 CPM	0.00	Each	\$ 77.0700	\$ 0.00
92	Canon IR1435; Monthly Lease - 5,000 Copy Allowance, 25 CPM	0.00	Each	\$ 41.5500	\$ 0.00
93	Canon IR1435; Stapler Option; Monthly Lease	0.00	Each	\$ 2.9700	\$ 0.00
94	Canon IR1435; Fax Board / Fax Forwarding Option; Monthly Lease	0.00	Each	\$ 2.4300	\$ 0.00

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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
95	Canon IR4235; Monthly Lease - 5,000 Copy Allowance, 30 CPM	0.00	Each	\$ 62.5500	\$ 0.00
96	Canon C5240/C5540i; Paper Deck; Monthly Lease	0.00	Each	\$ 17.3200	\$ 0.00
97	Canon C5240/C5540i; Additional Memory; Monthly Lease	0.00	Each	\$ 2.0900	\$ 0.00
98	Canon IR4245; Monthly Lease - 7,500 Copy Allowance, 45 CPM	0.00	Each	\$ 85.6300	\$ 0.00
99	Canon IR4245; Monthly Lease - 12,000 Copy Allowance, 45 CPM	0.00	Each	\$ 86.4300	\$ 0.00
100	Cassette Feed Unit; Monthly Lease	0.00	Each	\$ 5.5900	\$ 0.00

TOTAL: \$.00

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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Contract Issued to:

Canon Solutions America Inc
14904 Collections Center Dr
Chicago, IL 60693

Vendor ID: 0000160525

Contract Number: 0000000000000000000039769

Title: SWC 400 Multifunction Devices

Start Date : December 03, 2013

End Date: December 02, 2023 with no remaining renewal options

*New leases and purchases are not allowed under this contract after December 2, 2018. The December 2, 2023 extension serves as a vehicle for payments for agencies wanting to complete its optional 60 month lease.

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

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Jessica Starling
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-0352
Fax: 615-741-0684
Email: Jessica.Starling@tn.gov
Line Information

Line 1

Item ID: 1000162738
Canon C5240 Post-Script Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5593B005-P
Manufacturer Item #:
Unit Price: \$ 377

Line 2

Item ID: 1000162739
Canon C3325/C3330 Stapler Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 8472B001-P
Manufacturer Item #:
Unit Price: \$ 363

Line 3

Item ID: 1000162740
Canon C2225/C2230 Post-Script Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5924B006-P
Manufacturer Item #:
Unit Price: \$ 202

Line 4

Item ID: 1000162741
Canon IR6255/IR6275 Fax Board/Fax Forwarding Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5992B002-P
Manufacturer Item #:
Unit Price: \$ 282

Line 5

Item ID: 1000162742
Canon IR6255/IR6275 Data Encryption Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5998B002-P
Manufacturer Item #:
Unit Price: \$ 184

Line 6

Item ID: 1000162743
Canon IR6255/IR6275 Post-Script Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 6002B006-P
Manufacturer Item #:
Unit Price: \$ 338

Line 7

Item ID: 1000162744
Canon IR6255/IR6275 Stapler Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 6009B001-P
Manufacturer Item #:
Unit Price: \$ 590

Line 8

Item ID: 1000162745
Canon C3325 PURCHASE 25CPM Color includes Equipment Only (Requires Monthly Service Fee)
Unit of Measure: EA
Vendor Item/Part #: C3325-P
Manufacturer Item #:
Unit Price: \$ 2001.11

Line 9

Item ID: 1000162746

Canon C3330 PURCHASE 30CPM Color includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: C3330-P

Manufacturer Item #:

Unit Price: \$ 2303.92

Line 10

Item ID: 1000162747

Canon C5240 PURCHASE 40CPM Color includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: C5240-P

Manufacturer Item #:

Unit Price: \$ 3264.39

Line 11

Item ID: 1000162748

Canon IR4225 PURCHASE 25CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR4225-P

Manufacturer Item #:

Unit Price: \$ 2140.22

Line 12

Item ID: 1000162749

Canon IR4235 PURCHASE 35CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR4235-P

Manufacturer Item #:

Unit Price: \$ 2149.8

Line 13

Item ID: 1000162750

Canon C5240 3-Hole Punch Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 3660B006-P

Manufacturer Item #:

Unit Price: \$ 762

Line 14

Item ID: 1000162751

Canon IR4245 Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 3775B001-P

Manufacturer Item #:

Unit Price: \$ 285

Line 15

Item ID: 1000162752

Canon C3325/C3330 Fax Board/Fax Forwarding Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 8480B002-P

Manufacturer Item #:

Unit Price: \$ 482

Line 16

Item ID: 1000162753
Canon IR4225/IR4235/IR4245 Stapler Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 4808B001-P
Manufacturer Item #:
Unit Price: \$ 359

Line 17

Item ID: 1000162754
Canon IR4245 PURCHASE 45CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)
Unit of Measure: EA
Vendor Item/Part #: IR4245-P
Manufacturer Item #:
Unit Price: \$ 2104.73

Line 18

Item ID: 1000162755
Canon IR6255 PURCHASE 55CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)
Unit of Measure: EA
Vendor Item/Part #: IR6255-P
Manufacturer Item #:
Unit Price: \$ 3612.77

Line 19

Item ID: 1000162756
Canon IR6275 PURCHASE 75CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)
Unit of Measure: EA
Vendor Item/Part #: IR6275-P
Manufacturer Item #:
Unit Price: \$ 3713.39

Line 20

Item ID: 1000162757
Canon IR4225/IR4235/IR4245 Optical Character Recognition (OCR) Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3405B011-P
Manufacturer Item #:
Unit Price: \$ 401

Line 21

Item ID: 1000162758
Canon IR6255/IR6275 Optical Character Recognition (OCR) Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3405B016-IRP
Manufacturer Item #:
Unit Price: \$ 295

Line 22

Item ID: 1000162759
Canon C5240 Optical Character Recognition (OCR) Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3405B016-IRC
Manufacturer Item #:
Unit Price: \$ 295

Line 23

Item ID: 1000162760
Canon C3325/C3330 Data Encryption Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 8956B002-C2P
Manufacturer Item #:
Unit Price: \$ 122

Line 24

Item ID: 1000162761
Canon IR4245 3-Hole Punch Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 4808B002-P
Manufacturer Item #:
Unit Price: \$ 224

Line 25

Item ID: 1000162762
Canon IR4225/IR4235/IR4245 Post-Script Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 4815B005-P
Manufacturer Item #:
Unit Price: \$ 275

Line 26

Item ID: 1000162763
Canon C5240 Data Encryption Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3718B002-P
Manufacturer Item #:
Unit Price: \$ 309

Line 27

Item ID: 1000162764
Canon IR6255/IR6275 HID Card Scanner Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3730B002/4787B001-P
Manufacturer Item #:
Unit Price: \$ 105

Line 28

Item ID: 1000162765
Canon C3325/C3330 Optical Character Recognition (OCR) Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3406B006-P
Manufacturer Item #:
Unit Price: \$ 365

Line 29

Item ID: 1000162766
Canon IR4225/IR4235/IR4245 HID Card Scanner Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3684B002/4784B001-IRP
Manufacturer Item #:
Unit Price: \$ 112

Line 30

Item ID: 1000162767
Canon IR4225/IR4235/IR4245 Fax Board/Fax Forwarding Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 4816B002-P
Manufacturer Item #:
Unit Price: \$ 279

Line 31

Item ID: 1000162768
Canon C3325/C3330 HID Card Scanner Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3684B003/4787B001-C2P
Manufacturer Item #:
Unit Price: \$ 110

Line 32

Item ID: 1000162769
Canon C5240 HID Card Scanner Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3684B003/4787B001-C5P
Manufacturer Item #:
Unit Price: \$ 118

Line 33

Item ID: 1000162770
Canon C5240 Additional Input Tray Capacity (1,100 sheets) Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3645B007-P
Manufacturer Item #:
Unit Price: \$ 254

Line 34

Item ID: 1000162771
Canon IR6255/IR6275 3-Hole Punch Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3705B002-P
Manufacturer Item #:
Unit Price: \$ 225

Line 35

Item ID: 1000162772
Canon IR4225/IR4235/IR4245 Data Encryption Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5008B002-P
Manufacturer Item #:
Unit Price: \$ 183

Line 36

Item ID: 1000162773
Canon C5240 Stapler Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5589B001-P
Manufacturer Item #:
Unit Price: \$ 363

Line 37

Item ID: 1000162774
Canon C5240 Fax Board/Fax Forwarding Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 3675B012-P
Manufacturer Item #:
Unit Price: \$ 282

Line 38

Item ID: 1000162775

Canon C3325 MONTHLY LEASE 25CPM Color 5,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: C3325-ML

Manufacturer Item #:

Unit Price: \$ 74.12

Line 39

Item ID: 1000162776

Canon C3330 MONTHLY LEASE 30CPM Color 12,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: C3330-ML

Manufacturer Item #:

Unit Price: \$ 77.07

Line 40

Item ID: 1000162777

Canon C5240 MONTHLY LEASE 40CPM Color 25,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: C5240-ML

Manufacturer Item #:

Unit Price: \$ 101.86

Line 41

Item ID: 1000162778

Color Prints on both LEASE and PURCHASED Equipment

Unit of Measure: EA

Vendor Item/Part #: COLORPRINT

Manufacturer Item #:

Unit Price: \$ 0.049

Line 42

Item ID: 1000162779

Canon IR4225 MONTHLY LEASE 25CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4225-ML

Manufacturer Item #:

Unit Price: \$ 62.37

Line 43

Item ID: 1000162780

Canon IR4235 MONTHLY LEASE 35CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4235-ML5

Manufacturer Item #:

Unit Price: \$ 62.55

Line 44

Item ID: 1000162781

Canon IR4235 MONTHLY LEASE 35CPM Monochrome 12,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4235-ML12

Manufacturer Item #:

Unit Price: \$ 66.9

Line 45

Item ID: 1000162782

Canon IR4245 MONTHLY LEASE 45CPM Monochrome 12,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4245-ML12

Manufacturer Item #:

Unit Price: \$ 86.43

Line 46

Item ID: 1000162783

Canon IR4245 MONTHLY LEASE 45CPM Monochrome 25,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4245-ML25

Manufacturer Item #:

Unit Price: \$ 116.76

Line 47

Item ID: 1000162784

Canon IR6255i/IR6555i MONTHLY LEASE 55CPM Monochrome 65,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR6255-ML

Manufacturer Item #:

Unit Price: \$ 152.03

Line 48

Item ID: 1000162785

Canon IR6275/IR6575i MONTHLY LEASE 75CPM Monochrome 75,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR6275-ML

Manufacturer Item #:

Unit Price: \$ 197.44

Line 49

Item ID: 1000162786

Canon C3325/C3330 Optical Character Recognition (OCR) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3406B006-ML

Manufacturer Item #:

Unit Price: \$ 7.05

Line 50

Item ID: 1000162787

Canon C5240 Data Encryption Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3718B002-ML

Manufacturer Item #:

Unit Price: \$ 5.97

Line 51

Item ID: 1000162788

Canon IR6255, IR6275, IR6555i and IR6575i HID Card Scanner Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3730B002/4787B001-ML

Manufacturer Item #:

Unit Price: \$ 2.02

Line 52

Item ID: 1000162789

Canon C5240 Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3645B007-ML

Manufacturer Item #:

Unit Price: \$ 4.9

Line 53

Item ID: 1000162790

Canon C5240 3-Hole Punch Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3660B006-ML

Manufacturer Item #:

Unit Price: \$ 14.72

Line 54

Item ID: 1000162791

Canon IR4225/IR4235/IR4245 Stapler Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 4808B001-ML

Manufacturer Item #:

Unit Price: \$ 6.93

Line 55

Item ID: 1000162792

Canon IR4245 3-Hole Punch Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 4808B002-ML

Manufacturer Item #:

Unit Price: \$ 4.33

Line 56

Item ID: 1000162793

Canon IR4225/IR4235/IR4245 Post-Script Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 4815B005-ML

Manufacturer Item #:

Unit Price: \$ 5.31

Line 57

Item ID: 1000162794

Canon IR4225/IR4235/IR4245 HID Card Scanner Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3684B002/4784B001-IRML

Manufacturer Item #:

Unit Price: \$ 2.16

Line 58

Item ID: 1000162795

Canon IR4225/IR4235/IR4245 Fax Board/Fax Forwarding Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 4816B002-ML

Manufacturer Item #:

Unit Price: \$ 5.39

Line 59

Item ID: 1000162796

Canon IR4225/IR4235/IR4245 Data Encryption Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 5008B002-ML

Manufacturer Item #:

Unit Price: \$ 3.53

Line 60

Item ID: 1000162797
Canon C3325/C3330 HID Card Scanner Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3684B003/4787B001-C2ML
Manufacturer Item #:
Unit Price: \$ 2.14

Line 61

Item ID: 1000162798
Canon C5240 HID Card Scanner Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3684B003/4787B001-C5ML
Manufacturer Item #:
Unit Price: \$ 2.28

Line 62

Item ID: 1000162799
Canon C5240 Fax Board/Fax Forwarding Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3675B012-ML
Manufacturer Item #:
Unit Price: \$ 5.45

Line 63

Item ID: 1000162800
Canon IR6255, IR6275, IR6555i and IR6575i 3-Hole Punch Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3705B002-ML
Manufacturer Item #:
Unit Price: \$ 4.34

Line 64

Item ID: 1000162801
Canon IR4245 Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3775B001-ML
Manufacturer Item #:
Unit Price: \$ 5.5

Line 65

Item ID: 1000162802
Canon C3325/C3330 Fax Board/Fax Forwarding Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 8480B002-ML
Manufacturer Item #:
Unit Price: \$ 9.31

Line 66

Item ID: 1000162803
Canon C5240 Optical Character Recognition (OCR) Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 3405B016-CML
Manufacturer Item #:
Unit Price: \$ 5.7

Line 67

Item ID: 1000162804
Canon C5240 Stapler Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5589B001-ML
Manufacturer Item #:
Unit Price: \$ 7.01

Line 68

Item ID: 1000162805
Canon C3325/C3330 Data Encryption Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 8956B002-C2ML
Manufacturer Item #:
Unit Price: \$ 2.36

Line 69

Item ID: 1000162806
Canon C5240 Post-Script Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5593B005-ML
Manufacturer Item #:
Unit Price: \$ 7.28

Line 70

Item ID: 1000162807
Canon C3325/C3330 Stapler Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 8472B001-ML
Manufacturer Item #:
Unit Price: \$ 7.01

Line 71

Item ID: 1000162808
Canon C2225/C2230 Post-Script Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5924B006-ML
Manufacturer Item #:
Unit Price: \$ 3.9

Line 72

Item ID: 1000162809
Canon IR6255, IR6275, IR6555i and IR6575i Fax Board/Fax Forwarding Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5992B002-ML
Manufacturer Item #:
Unit Price: \$ 5.45

Line 73

Item ID: 1000162810
Canon IR6255, IR6275, IR6555i and IR6575i Data Encryption Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5998B002-ML
Manufacturer Item #:
Unit Price: \$ 3.55

Line 74

Item ID: 1000162811
Canon IR6255, IR6275, IR6555i and IR6575i Post-Script Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 6002B006-ML
Manufacturer Item #:
Unit Price: \$ 6.53

Line 75

Item ID: 1000162812
Canon IR6255, IR6275, IR6555i and IR6575i Stapler Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 6009B001-ML
Manufacturer Item #:
Unit Price: \$ 11.39

Line 76

Item ID: 1000162813

Canon C3325 Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: C3325 EMA

Manufacturer Item #:

Unit Price: \$ 36.35

Line 77

Item ID: 1000162814

Canon C3330 Monthly Service Fee 7,500 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: C3330 EMA

Manufacturer Item #:

Unit Price: \$ 33.45

Line 78

Item ID: 1000162815

Canon C5240 Monthly Service Fee 25,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: C5240 EMA

Manufacturer Item #:

Unit Price: \$ 39.7

Line 79

Item ID: 1000162816

Canon IR4225 Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4225 EMA

Manufacturer Item #:

Unit Price: \$ 21.91

Line 80

Item ID: 1000162817

Canon IR4235 Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4235 EMA-5K

Manufacturer Item #:

Unit Price: \$ 21.91

Line 81

Item ID: 1000162818

Canon IR4235 Monthly Service Fee 12,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4235 EMA-12K

Manufacturer Item #:

Unit Price: \$ 26.26

Line 82

Item ID: 1000162819

Canon IR4245 Monthly Service Fee 12,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4245 EMA-12KJ

Manufacturer Item #:

Unit Price: \$ 46.66

Line 83

Item ID: 1000162820

Canon IR4245 Monthly Service Fee 25,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4245 EMA-25K

Manufacturer Item #:

Unit Price: \$ 76.99

Line 84

Item ID: 1000162821

Canon IR6275 Monthly Service Fee 85,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR6275 EMA

Manufacturer Item #:

Unit Price: \$ 126.61

Line 85

Item ID: 1000162822

Canon IR4225/IR4235/IR4245 Optical Character Recognition (OCR) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3405B011-ML

Manufacturer Item #:

Unit Price: \$ 7.74

Line 86

Item ID: 1000162823

Canon IR6255, IR6275, IR6555i and IR6575i Optical Character Recognition (OCR) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3405B016-IRML

Manufacturer Item #:

Unit Price: \$ 5.7

Line 87

Item ID: 1000162824

Canon IR6255 Monthly Service Fee 65,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR6255 EMA

Manufacturer Item #:

Unit Price: \$ 83.14

Line 88

Item ID:

Pro Rated Monthly Lease/Service Fee for first and/or last month ONLY.

Unit of Measure: MO

Vendor Item/Part #: CANON MONTHLY PRO RATED AMOUNT

Manufacturer Item #:

Unit Price: \$ 0

Line 89

Item ID: 1000168988

Canon IR1435 PURCHASE 25CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR1435-P

Manufacturer Item #:

Unit Price: \$ 1365

Line 90

Item ID: 1000168989

*Canon IR1435 Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes
Toner, Supplies, Maintenance*

Unit of Measure: MO

Vendor Item/Part #: IR1435 EMA

Manufacturer Item #:

Unit Price: \$ 15.87

Line 91

Item ID: 1000168990

Canon IR1435 Stapler Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: IR1435 STA

Manufacturer Item #:

Unit Price: \$ 154

Line 92

Item ID: 1000168991

Canon IR1435 Fax Board/Fax Forwarding Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: IR1435 FAX

Manufacturer Item #:

Unit Price: \$ 126

Line 93

Item ID: 1000168992

Canon IR1435 HID Card Scanner Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: IR1435 HID

Manufacturer Item #:

Unit Price: \$ 206

Line 94

Item ID: 1000168993

Canon IR4225 Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: IR4225 CAP

Manufacturer Item #:

Unit Price: \$ 285

Line 95

Item ID: 1000168994

Canon C3325/C3330 Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 2530 CAP

Manufacturer Item #:

Unit Price: \$ 297.27

Line 96

Item ID: 1000168995

Canon IR4225/IR4235/IR4245 PCL Printer Kit Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 253545 PCL

Manufacturer Item #:

Unit Price: \$ 175

Line 97

Item ID: 1000168996
Canon IR6255/IR6275 PCL Printer Kit Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 5575 PCL
Manufacturer Item #:
Unit Price: \$ 352

Line 98

Item ID: 1000168997
Canon C2225/C2230 PCL Printer Kit Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: 2530 PCL
Manufacturer Item #:
Unit Price: \$ 227

Line 99

Item ID: 1000168998
Canon C5240 PCL Printer Kit Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: C5240 PCL
Manufacturer Item #:
Unit Price: \$ 237

Line 100

Item ID: 1000168999
Canon C5240 Additional Memory Option PURCHASE
Unit of Measure: EA
Vendor Item/Part #: C5240 MEM
Manufacturer Item #:
Unit Price: \$ 108

Line 101

Item ID: 1000169000
Canon IR1025 MONTHLY LEASE 25CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee (Leased Pre 11/4/2015)
Unit of Measure: MO
Vendor Item/Part #: IR1025 ML
Manufacturer Item #:
Unit Price: \$ 42.22

Line 102

Item ID: 1000169001
Canon IR1435 Stapler Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: IR1435 STA P
Manufacturer Item #:
Unit Price: \$ 2.97

Line 103

Item ID: 1000169002
Canon IR1435 Fax Board/Fax Forwarding Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: IR1435 FAX P
Manufacturer Item #:
Unit Price: \$ 2.43

Line 104

Item ID: 1000169003
Canon IR1435 HID Card Scanner Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: IR1435 HID P
Manufacturer Item #:
Unit Price: \$ 3.98

Line 105

Item ID: 1000169004
Canon IR4225 Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: IR4225 CAP P
Manufacturer Item #:
Unit Price: \$ 5.5

Line 106

Item ID: 1000169005
Canon C3325/C3330 Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 2530 CAP P
Manufacturer Item #:
Unit Price: \$ 5.59

Line 107

Item ID: 1000169006
Canon IR4225/IR4235/IR4245 PCL Printer Kit Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 253545 PCL P
Manufacturer Item #:
Unit Price: \$ 3.38

Line 108

Item ID: 1000169007
Canon IR6255, IR6275, IR6555i and IR6575i PCL Printer Kit Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 5575 PCL P
Manufacturer Item #:
Unit Price: \$ 6.8

Line 109

Item ID: 1000169008
Canon C2225/C2230 PCL Printer Kit Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: 2530 PCL P
Manufacturer Item #:
Unit Price: \$ 4.38

Line 110

Item ID: 1000169009
Canon C5240 PCL Printer Kit Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: C5240 PCL P
Manufacturer Item #:
Unit Price: \$ 4.58

Line 111

Item ID: 1000169010
Canon C5240 Additional Memory Option MONTHLY LEASE
Unit of Measure: MO
Vendor Item/Part #: C5240 MEM P
Manufacturer Item #:
Unit Price: \$ 2.09

Line 112

Item ID: 1000171802

Replaces line 101 Item ID 1000169000, Canon IR1435 MONTHLY LEASE 25CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee (Leased Post 11/4/2015)

Unit of Measure: MO

Vendor Item/Part #: IR1435 ML

Manufacturer Item #:

Unit Price: \$ 41.55

Line 113

Item ID: 1000173534

Canon C5540i PURCHASE 40CPM Color includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: C5540I-P

Manufacturer Item #:

Unit Price: \$ 3264.39

Line 114

Item ID: 1000173535

Canon C5540i 3-Hole Punch Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 0126C001

Manufacturer Item #:

Unit Price: \$ 762

Line 115

Item ID: 1000173536

Canon C5540i HID Card Scanner Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 3684B005

Manufacturer Item #:

Unit Price: \$ 118

Line 116

Item ID: 1000173537

Canon C5540i Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 0609C002

Manufacturer Item #:

Unit Price: \$ 254

Line 117

Item ID: 1000173538

Canon C5540i Stapler Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 0615C003

Manufacturer Item #:

Unit Price: \$ 363

Line 118

Item ID: 1000173539

Canon C5540i Fax Board/Fax Forwarding Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 3675B012

Manufacturer Item #:

Unit Price: \$ 282

Line 119

Item ID: 1000173540

Canon C5540i MONTHLY LEASE 40CPM Color 25,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: C5540I-ML

Manufacturer Item #:

Unit Price: \$ 101.86

Line 120

Item ID: 1000173541

Canon C5540i Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 0609C003

Manufacturer Item #:

Unit Price: \$ 4.9

Line 121

Item ID: 1000173542

Canon C5540i 3-Hole Punch Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 0126C002

Manufacturer Item #:

Unit Price: \$ 14.72

Line 122

Item ID: 1000173543

Canon C5540i HID Card Scanner Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3684B006

Manufacturer Item #:

Unit Price: \$ 2.28

Line 123

Item ID: 1000173544

Canon C5540i Fax Board/Fax Forwarding Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3675B013

Manufacturer Item #:

Unit Price: \$ 5.45

Line 124

Item ID: 1000173545

Canon C5540i Stapler Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 0615C004

Manufacturer Item #:

Unit Price: \$ 7.01

Line 125

Item ID: 1000173546

Canon C5540i Monthly Service Fee 25,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: C5540I EMA

Manufacturer Item #:

Unit Price: \$ 39.7

Line 126

Item ID: 1000179868

Canon IR4525i PURCHASE 25 CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR4525I-P

Manufacturer Item #:

Unit Price: \$ 2140.22

Line 127

Item ID: 1000179869

Canon IR4535i PURCHASE 35 CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR4535I-P

Manufacturer Item #:

Unit Price: \$ 2149.8

Line 128

Item ID: 1000179870

Canon IR4545i Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 1419C002-P45

Manufacturer Item #:

Unit Price: \$ 285

Line 129

Item ID: 1000179871

Canon IR4525i/IR4535i/ IR4545i Stapler Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 1423C002-P

Manufacturer Item #:

Unit Price: \$ 359

Line 130

Item ID: 1000179872

Canon IR4545i PURCHASE 45 CPM Monochrome includes Equipment Only (Requires Monthly Service Fee)

Unit of Measure: EA

Vendor Item/Part #: IR4545I-P

Manufacturer Item #:

Unit Price: \$ 2104.73

Line 131

Item ID: 1000179873

Canon IR4525i/IR4535i/ IR4545i 3-Hole Punch Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 1424C002-P

Manufacturer Item #:

Unit Price: \$ 224

Line 132

Item ID: 1000179874

Canon IR4525i/IR4535i/ IR4545i HID Card Scanner Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 3684B002/4784B001-IRP2

Manufacturer Item #:

Unit Price: \$ 112

Line 133

Item ID: 1000179875

Canon IR4525i/IR4535i/ IR4545i Fax Board/Fax Forwarding Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 0166C007-P

Manufacturer Item #:

Unit Price: \$ 279

Line 134

Item ID: 1000179876

Canon IR4525i MONTHLY LEASE 25 CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4525I-ML

Manufacturer Item #:

Unit Price: \$ 62.37

Line 135

Item ID: 1000179877

Canon IR4535i MONTHLY LEASE 35 CPM Monochrome 5,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4535-ML5

Manufacturer Item #:

Unit Price: \$ 62.55

Line 136

Item ID: 1000179878

Canon IR4535i MONTHLY LEASE 35 CPM Monochrome 12,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4535I-ML12

Manufacturer Item #:

Unit Price: \$ 66.9

Line 137

Item ID: 1000179879

Canon IR4545i MONTHLY LEASE 45 CPM Monochrome 12,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4545I ML12

Manufacturer Item #:

Unit Price: \$ 86.43

Line 138

Item ID: 1000179880

Canon IR4545i MONTHLY LEASE 45 CPM Monochrome 25,000 Monthly Allowance includes Equipment, Monthly Service Fee, Hard Drive Destruction

Unit of Measure: MO

Vendor Item/Part #: IR4545I-ML25

Manufacturer Item #:

Unit Price: \$ 116.76

Line 139

Item ID: 1000179881

Canon IR4525i/IR4535i/ IR4545i Stapler Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: I423C002-ML

Manufacturer Item #:

Unit Price: \$ 6.93

Line 140

Item ID: 1000179882

Canon IR4525i/IR4535i/ IR4545i 3-Hole Punch Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 1424C002-ML

Manufacturer Item #:

Unit Price: \$ 4.33

Line 141

Item ID: 1000179883

Canon IR4525i/IR4535i/ IR4545iHID Card Scanner Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 3684B002/4784B001-IRML2

Manufacturer Item #:

Unit Price: \$ 2.16

Line 142

Item ID: 1000179884

Canon IR4525i/IR4535i/ IR4545i Fax Board/Fax Forwarding Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 0166C007-ML

Manufacturer Item #:

Unit Price: \$ 5.39

Line 143

Item ID: 1000179885

Canon IR4545i Additional Input Tray Capacity (1,100 sheets) Option MONTHLY LEASE

Unit of Measure: MO

Vendor Item/Part #: 1419C002-ML45

Manufacturer Item #:

Unit Price: \$ 5.5

Line 144

Item ID: 1000179886

Canon IR4525i Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4525I EMA

Manufacturer Item #:

Unit Price: \$ 21.91

Line 145

Item ID: 1000179887

Canon IR4535i Monthly Service Fee 5,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4535I EMA-5K

Manufacturer Item #:

Unit Price: \$ 21.91

Line 146

Item ID: 1000179888

Canon IR4535i Monthly Service Fee 12,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4535I EMA-12K

Manufacturer Item #:

Unit Price: \$ 26.26

Line 147

Item ID: 1000179889

Canon IR4545i Monthly Service Fee 12,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4545I EMA-12KJ

Manufacturer Item #:

Unit Price: \$ 46.66

Line 148

Item ID: 1000179890

Canon IR4545i Monthly Service Fee 25,000 Monthly Allowance for PURCHASE Equipment Only includes Toner, Supplies, Maintenance

Unit of Measure: MO

Vendor Item/Part #: IR4545I EMA 25K

Manufacturer Item #:

Unit Price: \$ 76.99

Line 149

Item ID: 1000179891

Canon IR4525i Additional Input Tray Capacity (1,100 sheets) Option PURCHASE

Unit of Measure: EA

Vendor Item/Part #: 1419C002-P25

Manufacturer Item #:

Unit Price: \$ 285

Line 150

Item ID: 1000179892

Canon IR4525i Additional Input Tray Capacity (1,100 sheets) Option Monthly Lease

Unit of Measure: MO

Vendor Item/Part #: 1419C002-ML25

Manufacturer Item #:

Unit Price: \$ 5.5

APPROVED:


CHIEF PROCUREMENT OFFICER

BY:

Jessica M.
Starling

PURCHASING AGENT

Digital signed by Jessica M. Starling
DN: cn=Jessica M. Starling, ou=Comptrol
Procurement Office, c=State of
Tennessee
serial=Jessica Starling, email=jstarling
Date: 2017.09.27 09:51:02 -0500

9/27/2017
DATE



City of Chattanooga

Mayor Andy Berke

December 13, 2017

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

Subject: Contract Renewal of Blanket PO No. 532188 – Radio Equipment & Maintenance – Mobile Communications Division – Chattanooga Fire Department

Dear Chief Hyman:

Council approval is recommended to renew Blanket PO No. 532188 for Radio Equipment & Maintenance, Mobile Communications Division, Chattanooga Fire Department. The City of Chattanooga is renewing the third (3rd) renewal option for twelve (12) months through March 2019, with one (1) renewal option remaining, for an estimated annual amount of \$4,000,000.00.

This contract is utilizing the State of Tennessee contract number SWC418-45079. A copy of the State contract is attached. TCA 6-56-304.2 allows this single source blanket contract exempted from the usual advertising and bidding requirements.

I recommend renewing Blanket PO No. 532188 for Radio Equipment & Maintenance to Motorola Solutions, Inc., P.O. Box 12210, Knoxville, TN 37912.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td colspan="6"> Requisition / Bid No.: 113374 / 303759 Ordering Dept.: Radio Shop, City Wide Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Radio Equipment & Maintenance - SWC 418 ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Radio Equipment and Maintenance to the City of Chattanooga Radio Shop. The Contract Term May Be Renewed For An Additional Four (4) 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 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. Purchase Order is issued in accordance with Motorola Solutions, Inc. using the State of Tennessee Contract SWC418-45079 is hereby made part of this contract. Approved by City Council on May 5, 2015 Contract dates: 05/11/15 - 03/14/16 Vendor Contact: Jeff Miller Phone No.: 615-504-2727 Email: jeff.miller@motorolasolutions.com </td> </tr> </tbody> </table>			Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	Requisition / Bid No.: 113374 / 303759 Ordering Dept.: Radio Shop, City Wide Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Radio Equipment & Maintenance - SWC 418 ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Radio Equipment and Maintenance to the City of Chattanooga Radio Shop. The Contract Term May Be Renewed For An Additional Four (4) 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 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. Purchase Order is issued in accordance with Motorola Solutions, Inc. using the State of Tennessee Contract SWC418-45079 is hereby made part of this contract. Approved by City Council on May 5, 2015 Contract dates: 05/11/15 - 03/14/16 Vendor Contact: Jeff Miller Phone No.: 615-504-2727 Email: jeff.miller@motorolasolutions.com					
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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 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
	Change Order# 1 Contract has been extended an additional twelve (12) months. New contract performance date is March 14, 2017. City Council approved on March 1, 2016. 1st Renewal				

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

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change #2					
Added an additional \$6,000,000 to Amount Limit due to City Council approval of Resolution No. 28688 on July 12, 2016 for replacement of radio subscriber units for the purpose of public safety and general government operations.					
City Council approved on August 16, 2016					

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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: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 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
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order# 3 Contract has been extended an additional twelve (12) months. New contract performance date is March 14, 2018. City Council approved on January 17, 2017. 2nd Renewal					

***** 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: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	Radio Equipment, Maintenance, Repairs, Parts, Accessories & Test Equipment (Catalog)	0.00	Each	\$ 1.0000	\$ 0.00
3	User Training; On-Site	0.00	Hour	\$ 940.0000	\$ 0.00
4	User Training; Vendor's Site	0.00	Hour	\$ 462.0000	\$ 0.00
5	User Training; Online	0.00	Hour	\$ 231.0000	\$ 0.00
6	Emergency Maintenance or Repair; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
7	Emergency Maintenance or Repair; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00
8	Non-Emergency Maintenance or Repair; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
9	Non-Emergency Maintenance or Repair; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00
10	Assembly/Installation; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
11	Assembly/Installation; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00

TOTAL: \$.00

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Welcome to Supplier Portal



Contract Detail

Contract Pricing Extended to Local Governments and State Agencies

Contract ID: 000000000000000000045079

SWC 418 Radio Equipment

Buyer Name: Koller, Richard A

Buyer Email: richard.koller@tn.gov

Vendor: 0000000488

Telephone 615-741-1036

Contract Begin Date 03/15/2015

Contract End Date 03/14/2020

Contract Line Detail	Personalize	Find	View All	First	1-3 of 32	Last
Unit of Measure	Base Price	Line	Item ID	Item Description	Category ID	
HR	462.00000	3	1000168570	User Training, Vendor's Site, Radios and Systems, All Categories	85265	
HR	231.00000	4	1000168571	User Training, Online, Per User, Radios and Systems, All Categories	85194	
HR	940.00000	2	1000168569	User Training, On-Site (Any Location in Tennessee), Radios and Systems, All Categories	85265	

Close this window to return to the Contract Search Page



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES AND
MOTOROLA SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services Central Procurement Office, hereinafter referred to as the "State" and Motorola Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of Radio Equipment, Maintenance, Repairs, Parts, Accessories, and Test Equipment, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 0000000498

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Summary of Services

A.2.a. Through this Radio Equipment, and Services Contract, State agencies shall obtain:

A. Radio Equipment and related warranties:

- Analog Base Station (Specifications detailed in A.7 and A.8)
- P25 Compliant Base Station (Specifications detailed in A.7 and A.9)
- Analog Repeater (Specifications detailed in A.7 and A.10)
- P25 Compliant Repeater (Specifications detailed in A.7 and A.11)
- Analog Mobile (Specifications detailed in A.7 and A.12)
- P25 Compliant Mobile (Specifications detailed in A.7 and A.13)
- Analog Portable (Specifications detailed in A.7 and A.14)
- P25 Compliant Portable (Specifications detailed in A.7 and A.15)
- P25 Compliant Vehicular Repeater (Specifications detailed in A.7 and A.16)
- Analog Vehicular Repeater (Specifications detailed in A.7 and A.17)
- P25 Compliant Dispatch Console (Specifications detailed in A.7 and A.18)
- Microwave (Specifications detailed in A.7 and A.19)
- P25 Compliant Infrastructure (Specifications detailed in A.7 and A.20)
- Radio Test Equipment (Specifications detailed in A.7 and A.21)

B. Radio Equipment Repair - Under Warranty (Specifications detailed in Section A.4)

C. Optional Maintenance Service Plans – Under or Out of Warranty (Specifications detailed in Section A.5 and A.6)

D. Parts and Accessories (Specifications detailed throughout Sections A.4-21)

The State reserves the right to add, delete or update catalog offerings throughout the term of this Contract.



- A.2.b Throughout the contract term, the Contractor shall provide product information and technical assistance, as requested by the State. Technical support can include, but is not limited to installation, operation, troubleshooting, problem resolution, and upgrade/modernization.
- A.2.c This contract shall not be used for radio tower maintenance or radio-related consulting services. However, this contract may include knowledge transfer, training, guidance, and mentoring of authorized user support staff to enable such staff to provide ongoing support for the products or services internally.
- A.2.d This procurement supersedes State Wide Contracts SWC 416, SWC 420, SWC 421 and several Agency Contracts for Radio Repair Parts, Supplies and Tools; Two Way Radios; UHF/R1 and VHF Digital Radios, Associated Consoles, Repeaters and support equipment- both Analog and P25 Compliant and Post Warranty Maintenance. No other contracts may be created, entered into, or utilized as a result of the contract without the express written consent of the Chief Procurement Officer. Specific terms for individual orders may not deviate from the terms of this Contract. Adding additional terms or conditions to this contract may not occur without the express written consent of the Chief Procurement Officer.
- A.2.e Price lists or price schedules for the awarded published catalogs shall remain firm for 365 days following the date of award. In the event of a price decrease, the Contractor must provide written price reduction information within ten (10) business days of its effective date. The State shall be advised of, and receive automatic benefit of, any price decrease.

Written requests for price changes based on published catalogs, price lists, or price schedules may be submitted in writing after the firm price period. Requests for price changes may only be requested every twelve (12) months or 365 days following the firm price period. Requests must include copies of the new catalogs, price lists or price schedules that reflect a change in the Contractor's cost. Price changes must not constitute an increase in profit. Any request for price changes is subject to the approval of the State.

If a request for price changes is approved by the State, the State will modify the contract to reflect the approved price increase. The approved price increase will be in effect on the approval date. No retroactive approvals shall be permitted. Approval of any price increase renews the 180 day firm price period. The Contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the approved contract price in effect on the purchase order approval date. Upon request from the State, the Contractor will be required to furnish the approved catalog, price list or price schedule at no charge.

The Contractor shall provide updates in accordance with the agreed upon category management plan, as detailed in Section E.9.

- A.2.f The State reserves the right to add and delete specific Radio Equipment, Parts, Accessories, or Services to the Scope of Service under this contract.

A.3. Technical Support of Radio Equipment

- A.3.a The Contractor's technical support team must include the point of contact via toll free telephone number for a representative at each level of the Contractor's management to provide goods or services required for the contract. The Contractor shall provide the names, titles, mailing addresses, e-mail addresses, telephone numbers, and fax numbers for the Technical Support Team on or before the start date of the contract.



- A.3.b The Contractor's contact information for an individual for each of the following titles. [*One (1) individual must not hold more than two (2) titles*].
- Account Service Manager
 - Field Service Representative
 - Technical Support Specialist
- A.3.c The State will receive updated information following changes in the above requested information and throughout the entire contract period.
- A.3.d Contractor(s) will clearly state or define that the version of radio being purchased is currently compliant with or capable of meeting existing radio system requirements.

A.4. Warranty and Radio Equipment Repair - Under Warranty

A.4.a Manufacturer's Warranty

Contractor ensures that all equipment and materials used in performing this contract are guaranteed by an original manufacturer warranty against any defective design, material, mechanical, electrical and workmanship defects for a period of one year ("Manufacturer's Warranty"). A one-year off-site warranty shall be included in the firm fixed cost of each radio in Attachment 4. All warranties shall cover all parts and accessories against defects in materials and workmanship while under normal use and service by the State. Parts shall include but not be limited to all products, subsystem components, software, and product accessories. The State will notify the Contractor of any defects in equipment or materials discovered during the warranty period. During the manufacturer's warranty period, at the option of the State, the Contractor or its designated representative will repair equipment, replace equipment, or replace equipment hardware, software or parts in a timely manner as detailed in the warranty service plan. The Contractor will perform all warranty services at no cost to the State.

A.4.b Warranty Replacement Parts

Only new OEM or equivalent parts and materials are permitted where replacement of parts and materials are required in accordance with the manufacturer's published guidelines. In the event that such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are awarded to the Contractor and are equivalent or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor, at its own expense, shall furnish all applicable technical literature or documentation and information as required by the authorized user. The authorized user's decision regarding suitability of the replacement substitute part shall be final. Replacement parts shall be available for a minimum of five (5) years from the date of delivery to the using Agency. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

- A.4.c The Contractor must honor all warranties on hardware, software, and replacement hardware and software extending beyond the expiration or cancellation of this contract as if the contract were still in effect. Further, all warranties that are in effect under previous contracts shall remain in effect until warranty expiration.

A.4.d Option for Warranty Uplift

A warranty uplift or extended warranty may cover parts and labor not included in the manufacturer's warranty and/or may extend the manufacturer's warranty for a longer period of time. Buying a service contract or extended warranty is an optional purchase.



Any warranty uplift may expressly state the limitations of the warranty or "escape clauses" under which the warranty is not applicable. Policies which require proof of an unusually rigorous maintenance schedule will not be accepted.

A.5. Radio Equipment Repair (Out of Warranty)

A.5.a. The Contractor offers, radio equipment repair services at the labor rate and catalog discount percentages set forth in Attachment 4.

A.5.b. Only new parts and materials may be used when replacement of parts and materials are required to affect a repair. In the event such replacement parts are unavailable, the Contractor may propose equivalent parts that are equal to or better than the original manufacturer's parts. The Contractor must submit supporting documentation to the State, at its own expense, that is in support of the substitution. The State's decision regarding the suitability of the substitute part is final. Original replacement parts shall be available for a minimum of five (5) years from the date of delivery.

A.5.c. Parts that are no longer commercially available may be substituted for with refurbished parts. These parts must carry a "like new warranty." It is the responsibility of the Contractor to provide proof/evidence that the refurbished part is certified by the Original Equipment Manufacturer (OEM) and suitable for the intended use.

A.6. Optional Maintenance Service Plans (Under or Out of Warranty)

A.6.a. Service staff of the Contractor must be available to provide "Emergency" and "non-Emergency" maintenance or repair work performed on state premises in all ninety-five (95) Tennessee counties during the warranty repair period in effect under this Contract. Service staff of the Contractor must be available to provide Emergency services on-site in all ninety-five (95) Tennessee counties under this contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Maintenance and repair services provided under this contract will be billed at hourly contract rates in accordance with Section C.3. The Contractor shall provide, at the State's option, an all-inclusive maintenance price for one year for individual radio units and/or maintenance based on time and material for maintenance support for equipment and software after the one-year warranty has expired. Upon the State's request, the Contractor shall include an optional service plan that includes on-going software updates for the life of the product.

A.6.b. The optional service plan shall include the following:

- Method of contact: local phone number or toll free number, local contact name and contact information, availability 24/7 to submit a request for service
- Service Plan content: definitions of "Emergency" and "non-Emergency" repairs
- Service Plan response times: the number of business days (1) On-site and/or off-site non-Emergency weekday, weekend and holiday response time, (2) On-site and/or off-site Emergency weekday, weekend, and holiday response time
- Service call completion times
- The assurance that only the manufacturer or their authorized representative may perform repairs and or maintenance.
- Cycle time (days to receive replacement)

A.7. **Radio Equipment Requirements – All Categories (Applies to A.8 through A.21 below):**

A.7.a. **General Requirements**

- i. **Interchangeability.** Whenever possible, all equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speaker-



microphones, batteries, chargers, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

- ii. **Ambient Operational Temperature Range.** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.
- iii. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency, some connectors may be ganged to share an interface.
- iv. **Housing.** Each radio shall be contained within weather and impact resistant housing.
- v. **Federal Regulations and Requirements.** All radios shall meet FCC and all applicable Federal regulations and requirements.
- vi. **Radio Programming.**
 - a. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. At the request of the State, the Contractor shall provide a mobile with the ability to transfer programming language from a portable radio.
 - b. Parameters that shall be programmable and stored include, but are not limited to, channel number, channel frequency, Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS) encode and decode, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.
 - c. All programming software on P25 portable, mobile or control stations shall conform to the security features as defined by the State. The State requires one of three forms of security features: (1) a hardware system key, (2) a software system key, or (3) a web-enabled system key. Of the above security features, the hardware system key is the preferred method and if provided, will be controlled and regulated by the State.
- vii. **Fixed Base Station Specific Requirements.**
 - a. **Transmit Time Out.** Each fixed station shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.
 - b. **Optional Accessories**
 - i. Comparators and voting receivers may be requested for P25 Compliant and Analog Base Stations.

viii. **Portable Specific Requirements.**



- a. **Transmit Time Out.** Each portable shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.
 - b. **Optional Requirements**
 - i. **Two-tone Paging.** Portable radios may have the ability to respond to industry-standard two-tone paging sequences.
 - ii. **Radio Programming.** At the request of the State, the order may include a list of parameter configurations that the Contractor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery
 - c. **Accessories**
 - i. **Belt Clips or Holsters.** Each radio shall be provided with a standard-size belt clip or holster.
- ix. **Repeater Specific Requirements.**
- a. **Transmit Time Out.** Each repeater shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable length of time.
 - b. **Optional Accessories**
 - i. Comparators and voting receivers may be requested for P25 Compliant and Analog Repeaters.
- x. **Console Specific Requirements**
- a. **Two-tone Paging.** Each fixed station shall have the ability to generate industry-standard two-tone paging sequences.
- A.7.b. **Analog-Specific Requirements**
- i. **Configuration.** Each radio shall support conventional analog two-way voice communications.
 - ii. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.
 - iii. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal.
 - iv. **Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS).** Each radio shall contain an encoder/decoder to allow for its usage in a two-way radio CTCSS or DCS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity.

When multiple-channel radio operation requires CTCSS or DCS on more than one channel, the CTCSS or DCS encode and decode in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS or DCS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.
 - v. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or "scanning."



vi. Optional Requirements

a. Scan Modes for Radio Station not classified as a Repeater.

- i. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).
- ii. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

A.8. Analog Base Station

a. Accessory Connections.

External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

- i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
- ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

b. Remote Radio Interfacing and Control

- i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.



- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
 - iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
 - iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
 - v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.
- c. **Optional Requirements**
- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- d. **Optional Accessories**
- i. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
- A.9. **P25 Compliant Base Station**
- a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.
 - b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.
 - i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
 - ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.



- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

c. Remote Radio Interfacing and Control.

- i. **Audio Interface for certain models.** At the request of the State or agency for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.
- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
- iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
- iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
- v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

d. Optional Requirements

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- ii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

A.10. Analog Repeater

- a. **Accessory Connections.** External accessory electrical connectors shall be provided as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.



- i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
- ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include industry standard coaxial connectors to support full duplex operation.

b. Remote Radio Interfacing and Control.

- i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load..
- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
- iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
- iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
- v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

c. Optional Requirements

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
External Speaker. Control unit or dash mount radio package may include an external speaker.

A.11. P25 Compliant Repeater



- a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.
- b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.
 - i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.
 - ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
 - iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
 - iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.
- c. **Remote Radio Interfacing and Control**
 - i. **Audio interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.
 - ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
 - iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
 - iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and Internal alarm condition
 - v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR



condition has been reestablished, the radio shall resume operation at the original power setting.

d. **Optional Requirements**

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- ii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

A.12. **Analog Mobile Radios**

a. **General Requirements**

- i. **Configuration.** Each mobile radio shall support conventional, analog two-way voice communications.
- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.
- iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 - Multiple-channel monitor (SCAN) controls.
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.
- v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. **Radio Power**

- i. Each mobile radio shall be powered from a 12 Volt DC source.
- ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the State Agency when a procurement order is initiated.



- c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general Accessories:
- i. **Remote DTMF Microphone.** Each control unit or dash mount radio package may include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone may be detachable by the user.
 - ii. **DTMF Selection.** Upon State or Agency request, radio shall support DTMF selection.
 - iii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.
 - iv. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
 - v. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.
 - vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.
 - vii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.13. **P25 Compliant Mobile Radios**

a. **General Requirements.**

- i. **Configuration.** Each mobile radio shall support conventional analog and trunked P25 two-way voice communications.
- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.
- iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 - Multiple-channel monitor (SCAN) controls.
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.



- v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. **Radio Power**

- i. Each mobile radio shall be powered from a 12 Volt DC source.
- ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

- i. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.
- ii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.
- iii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
- iv. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.
- v. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.
- vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.14. **Analog Portable Radios**

a. **General Requirements**

- i. **Configuration.** Each portable radio shall support conventional, analog two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.
- ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker-microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.



- iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.
 - iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package.. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 -
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:
- i. The State or Agency may request Multiple-channel monitor (SCAN) controls.
 - ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.
 - iii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.15. P25 Compliant Portable Radios

a. General Requirements

- i. **Configuration.** Each portable radio shall support conventional analog and trunked P25 two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.
- ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker- microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.
- iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.
- iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.



- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

- i. Multiple-channel monitor (SCAN) controls. The State or Agency may request Multiple-channel monitor (SCAN) controls.
- ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.
- iii. Upon State or Agency request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.
- iv. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.16. **P25 Compliant Vehicular Repeaters**

a. **General Requirements**

- i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the vehicular repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The vehicular repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

b. **Radio Power**

- i. Each mobile radio shall be powered from a 12 Volt DC source.

c. **Optional General Accessories**

- i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.17. **Analog Vehicular Repeaters**

b. **General Requirements**

- i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the Vehicular Repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a



repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The Vehicular Repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

c. Radio Power

- i. Each mobile radio shall be powered from a 12 Volt DC source.

d. Optional General Accessories

- i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.18. Dispatch Consoles

a. General Requirements

- i. **Applications/features.** The dispatch console is to have the following summary features: ; Supervisory control; Parallel transmit/busy indicator and transmit lock-out; Minimum speaker audio volume control; Cross-patch operation; Standard control functions; Headset switching; Channel Functions, including call indicator, transmit switch indicator; mute switch indicator; select switch indicator; transmit busy indication; Transmit Supervisory Control, Speakers, Speaker Volume Control, Microphone; Clock and Metering; Intercom Switch; Monitor Switch; Alert Tone Switch; Unselected Speaker All-Mute; Simultaneous Channel Section; Cross Patch Switch and Indicator; Cross Muting; Keyed Channel Interlocks; Headset Jack; Headset; Utility Switch; and ID features. Upon State or agency request, the console shall support emergency functions and/or contain a voice processing module.
- ii. Whenever possible, the dispatch console shall integrate telephony and radio, call handling, monitoring and logging functions into a single operator interface. Upon State or agency request, the radio system shall have a site-trunking backup console that is able to function in P-25 mode and site-trunking mode.
- iii. **Features.** The consoles shall provide for integration of 9-1-1 and mapping, instant recall recorder and fire station alerting.
- iv. **Configuration.** Each console shall support conventional and trunked circuits, both analog and digital. Each unit shall consist of the following major components:
 - Personal Computer
 - Monitor
 - Microphone
 - Mouse and keyboard
 - Software

b. Optional Requirements



- i. **Radio and Telephony Interface.** The State or Agency may request a console that integrates telephone and radio, call handling, monitoring and logging functions into a single operator interface.
 - ii. **Primary and Remote Control Operation.** The State or Agency may request Independent and simultaneous operation of primary communications consoles and remote control consoles
 - iii. **Backup Console.** The State or Agency may request a site-trunking backup console that is able to function in P-25 mode and site-trunking mode.
 - iv. **Instant Recall Recorder.** The State or Agency may request instant recall recorder functionality.
 - v. **9-1-1 Radio Dispatch.** The State or Agency may request integration for 9-1-1 radio dispatch.
 - vi. **Fire Station Alerting.** The State or Agency may request integration for fire station alerting.
- c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:
- Single-pedal foot switch
 - Dual-pedal foot switch
 - Desktop gooseneck microphone
 - Jackbox
 - Headset
 - Logging recorders by channel capacity
 - 9-1-1 and mapping
 - Console furniture
 - Headset radio/telephone interface
 - Intercom operation

A.19. **Microwave**

a. **General Requirements.**

- i. **Frequency Range:** The Microwave radio frequency range shall be 900 MHz or greater.
- ii. **Transmitter Source.** Radios shall have a synthesized transmitter source.

b. **Optional Requirements.**

- i. **Channel Sizes.** The radios may support the following channel sizes: 3.75, 5, 10, 20, 30, 40, 50 and 80 MHz
- ii. **Interfaces.** Interfaces may include: 1-32 T1, DS3, Gigabit Ethernet, Fast Ethernet, SONET and Packet Switched Networks (MPLS).
- iii. **Modulation and Coding Options.** The radio may have a fixed/adaptive modulation covering: QPSK, 16, 32, 64, 128 and 256 QAM. The coding options shall allow for maximum gain and maximum throughput.
- iv. **Automatic Transmitter Power Control Range.** A Respondent may have an automatic transmitter power control range that is configurable over the full available manual attenuation range.
- v. **License.** The State or Agency may request a license coordinated by the Contractor.
- vi. **Path Studies.** The State or Agency may request a path study to be completed.

c. **Optional General Accessories.** To include but not limited to:

- Time Division Multiplexing (TDM) or pure Ethernet technologies with capacities of one (1) T1 through Gigabit Ethernet,
- Synchronization timing systems,



- Multiplexers (optical and copper),
- Antennas,
- Microwave dishes,
- Wave guide,
- Dehydrators,
- RF line/connector,
- Battery backup systems,
- Power Supplies: Direct current power supplies and interruptible Power Supplies (UPS),
- Environmental monitoring systems,
- Equipment monitoring /network management systems (hardware and software),
- Other Accessories. To include equipment racks, pipe mounts, fuse panels, Patch panels/cross connect panels, channel banks, digital cross connect shelves.

A.20. **P25 Compliant Infrastructure**

- a. **General Requirements.** P25 Compliant Infrastructure to include all radios and associated devices that help support, maintain, and regulate the state's P25 Compliant system.
- b. **Category Inclusions.** The P25 Compliant Infrastructure category shall include, but not be limited to:
 - i. **Devices.** Including site controllers, simulcast controllers, master site servers/controllers, MPLS network routers and controllers, and GPS timing receivers.
 - ii. **Systems and Interfaces.** Including network management and environmental site alarm systems, legacy support interfaces, Inter Sub System Interfaces (ISSI), and Smartphone system interface.
 - iii. **Connectors and Cabling.** Including transmission combiners, receiver multi-couplers, network routers and switches and all necessary cabling and connectors required for operation.
 - iv. **Software and Configuration.** Including all software/firmware, configuration files, and licenses related to the devices, systems and interfaces in A.20.b.i-iii.
- c. **RF Site, Master Site, and Category Exclusions.** This category is intended to provide the State with a method to purchase all network RF and control-related P25 Compliant equipment and software to install a complete RF site, master site or any single piece of equipment required to operate one. This is not intended to be a method to purchase any civil equipment such as towers, shelters, generators, UPS or any other civil site equipment.

A.21. **Radio Test Equipment**

- a. **General Requirements.** Test equipment include all ancillary test equipment designed to insure that communications technicians and support personnel have the necessary equipment to support, maintain, and regulate the state's communications system.
- b. **Category Inclusions.** Test equipment includes, but is not limited to, test equipment designed for a specific radio product, volt meters, amp meters, ohm meters, multi-function meters, RF signal generators, audio signal generators, telephone-line test equipment, RF power meters, RF dummy loads, oscilloscopes, spectrum analyzers, frequency counters, soldering stations, solder, and integrated circuit removal tools.

A.22. Information Security Compliance

- A.22.a Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies, and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data is



property of the State of Tennessee. The system or Contractor must meet or exceed the State of Tennessee's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in ISO/IEC27000 series. The State of Tennessee Information Security policies, as may be updated from time to time, can be found at the following link:

<http://www.tn.gov/finance/oir/security/docs/PUBLIC-Enterprise-Information-Security-Policies-v1-6.pdf>

A.22.b. Contractor warrants that it will cooperate with the State agencies in the course of performance of the contract so that both parties will be in compliance with State Enterprise Information Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with State of Tennessee computer security officials and other compliance officers required by its regulations. Contractor shall bear the expense of and require any staff that has access to systems or data that the State of Tennessee designates as sensitive or protected to undergo background checks that are inclusive of both criminal and financial history and shall provide proof of satisfactory results.

A.22.c Contractor agrees to abide by the following:

- i. Contractor will not attach any non-State of Tennessee owned computers to any State of Tennessee network without previous State of Tennessee provided, written certificate of compliance with minimum State of Tennessee security policy, please refer to: <http://www.tn.gov/finance/oir/security/secpolicy.html>;
- ii. All client and server computer security settings and software must be maintained to meet or exceed minimum State of Tennessee security standards;
- iii. Once established, no security provisions for firewalls, client and server computers will be modified without written State of Tennessee approval;
- iv. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
- v. Dialup modem use is specifically disallowed while attached to the State of Tennessee network;
- vi. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State of Tennessee; and
- vii. Contractor will utilize best practice authentication methods to prevent access from unauthorized individuals and entities.

A.23. Provision of Hardware, Software, and Facilities

- a. Contractor staff must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device.
- b. Commensurate with the needs of a given task or project, the authorized user will provide Contractor staff with office and meeting space and connections to the Internet and/or State of Tennessee network. The procuring authorized user shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

A.24. Restrictions on Responding to Future Competitive Procurements

The State prohibits any Contractor from responding to any competitive solicitation that it has, through its employees, assisted in developing.



A.25. Solicitation of State of Tennessee Employees Prohibited

The Contractor shall not solicit State of Tennessee employees in State of Tennessee facilities or during State of Tennessee work hours for the purpose of employment. For the purposes of this paragraph, "State of Tennessee work hours" are defined as 8:00 a.m. to 5:00 p.m., CST, Monday through Friday, including flextime and overtime, but excluding State of Tennessee holidays.

A.26. Periodic Meetings

The State reserves the right, at the State's option, to request periodic meetings with Contractor management staff to discuss topics including, but not limited to, the following: general contract review, management, and coordination; State of Tennessee technical infrastructure and standards; and order clarifications. At the State's sole discretion, these meetings shall occur at a State location or via conference call and shall be at no additional cost to the State or the State agencies.

A.27. Required Certifications

For special equipment maintenance, repair, or installation that requires manufacturer and/or product certifications, the Contractor must hold the required certification(s) for the duration of the contract period. At any time during the Contract, the State may request the Contractor to provide copies of the required certification(s). Loss of required certification(s) may result in the Contractor's disqualification for providing special equipment maintenance, repair, or installation or the cancellation of this Contract.

A.28. Price Audits

The State may conduct occasional audits of pricing to ensure invoiced amounts have been charged in accordance to the contractual pricing structure. The Contractor will provide the necessary data that the State requests for the audit within forty five (45) calendar days, which may include items such as proof of list prices at the time of each order and clear calculation of each order's list price, discount, cost, and fee.

A.29. Non-Performance

"Performance Deficiency" is defined as non-conformance with the terms and conditions of this Contract. If there are two (2) or more instances of the same Performance Deficiency relative to the requirements of this Contract, or upon written request by the State for Performance Deficiency, the Contractor shall submit upon receipt of notice from the State, within ten (10) business days of the second occurrence of Performance Deficiency, a Corrective Action Plan ("CAP") addressing the Performance Deficiency. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. Note: severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP must address the causes of the Performance Deficiency, the impacts, and the measures being taken and/or recommended to remedy the Performance Deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the Performance Deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate. The CAP must be submitted under the signature of the Contractor's executive (or his/her successor) who is the signatory on this Contract, and must be approved by the Chief Procurement Officer or his or her designee. If one or more recommendations in the CAP are not acceptable, the Central Procurement Office may provide suggestions and direction to bring the Contractor into compliance.

A.30. Reporting



Usage Report

Upon request, or at a minimum quarterly, the Contractor shall furnish a usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the State and shall disclose, at a minimum, the following for State and non-State governmental entities and all others authorized to use this Contract:

- Purchase Order (PO) Number
- PO Date
- Customer Name/Authorized user (State Agency/Municipality/Other)
- Customer number
- Billing Address & Shipping Address
- Product Type (License, Maintenance, Education, etc.)
- Total Price per PO
- For Radio Equipment, Parts, or Accessories
 - Manufacturer item number
 - Manufacturer name
 - Product number
 - Product description
 - Product category
 - Product options or enhancements, including part numbers and descriptions
 - Warranty expiration date
 - Invoice number
 - Invoice date
 - List price
 - State unit price (as stated on invoice)
 - Quantity
 - Shipping Cost, if applicable
- For Services
 - Type of service provided, including, but not limited to Maintenance, Repairs, and Installation
 - City where service is provided
 - Transportation cost, if applicable
 - Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
 - Total Amount for the service

Reporting formats must be submitted to the State for approval within 10 business days after the execution of the contract resulting from this RFQ. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Contract.

Warranty Expiration Report

The Contractor must provide a quarterly report showing all warranties that expire within 90 days, along with the Customer Name, Number, Expiration Date, and whether the customer has renewed the warranty. The format of the Warranty Expiration Report shall be approved by the State.

Ad Hoc Reports

The State may on occasion request ad hoc reports from the Contractor regarding orders and services. These reports must be made available free of charge and provided within 5 business days of the request.



A.31. Account Management

A.31.a. The Contractor shall assign, at its own expense, the following key personnel staff to service the authorized user's needs under this Contract:

- i. Account Manager: The Account Manager will be responsible for the proper operation and administration of the Contract. The Account Manager is also responsible for maintaining a copy of the Contract, for submitting reports as required, and otherwise remaining in compliance with the Contract. The Account Manager will attend meetings on-site or at another location designated by the State.
- ii. Customer Service Representative(s). There must be at least one dedicated customer service representative to service this contract. The term "dedicated" means that the Contractor shall assign a specific individual or individuals that are familiar with the terms and conditions for this agreement to respond to State. Such dedicated customer service representatives may service other clients of the Contractor.

A.31.b. Staffing Changes. If the Account Manager or the customer service representative(s) leave the employment of the Contractor, or ceases to perform that role relative to the Contract, the Contractor must offer a replacement to the State within ten (10) business days. It is the Contractor's responsibility to ensure continuity of these roles. If any individual in these two positions leave, email and phone calls should be forwarded to someone knowledgeable about the contract until a replacement is appointed.

A.31.c. Replacements. The State may require the Contractor to replace the Account Manager or a dedicated customer service representative if the state determines that the individual does not promote effective functioning of the contract.

A.31.d. The Contractor shall have adequate staff to answer inquiries from customers:

- i. Turnaround time for information request acknowledgement: By 5:00 p.m. CST of the next business day after receipt of a valid order
- ii. Turnaround time for information request fulfillment or inquiry: five (5) business days. If the information will take longer than five (5) business day to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. The inquiring entity will approve the revised turnaround time or begin issue escalation procedures.

A.32. Radio Equipment Delivery

- i. Delivery Format: The quote must clearly indicate the method and speed of delivery.
- ii. Delivery Location: The Contractor must deliver or drop ship Radio Equipment to any location requested by the State
- iii. Incorrect Product Deliveries / Defective Products: If the Radio Equipment is defective, or if the incorrect product was delivered, the Contractor must accept returns. The Contractor is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered equipment will be replaced by overnight delivery at the Contractor's expense if requested by the State.

A.33. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)



days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. CONTRACT PERIOD:

- B.1. This contract shall be effective for the period beginning March 15, 2015, and ending on March 14, 2020. The Contractor hereby acknowledges and affirms that the State shall have no obligation for goods or services rendered by the Contractor which were not delivered or performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be ONE MILLION DOLLARS (\$1,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The liability of the State under this contract is firm for the duration of the contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State.
- a. Upon completion of the work, for which the Contractor's Project Quote was selected.
- b. The rates and discounts in Attachment 4 are firm for the duration of this contract unless amended in accordance with contract Section D.2.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above. Contractor shall submit invoices and necessary supporting documentation no more often than once a month and no later than thirty (30) days after goods or services have been provided. Contractor shall submit invoices and necessary supporting documentation to the billing address provided by the procuring State agency:

State Agency Billing Address

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Procuring State Agency & Division Name, if applicable
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)



- (9) Contractor Remittance Address
- (10) Description of Delivered Equipment, Software, and Services
- (11) Complete Itemization of Charges, which shall detail the following as applicable:
 - i. PO Number
 - ii. PO Date
 - iii. Manufacturer item number
 - iv. State-Assigned line item number
 - v. Manufacturer name
 - vi. Product Description
 - vii. Product/Model Number
 - viii. Product Type (License, Maintenance, Education, etc.)
 - ix. Catalogue Name and Effective Dates for Items Purchased, as applicable
 - x. Invoiced amounts by category (Cost of Equipment, Software, Support, Training, etc. and Total Invoice)
 - xi. Reporting period by State fiscal year - annual/quarter
 - xii. Maintenance Expiration Date (if applicable)
 - xiii. Invoice number
 - xiv. Invoice Date
 - xv. List Price
 - xvi. State unit price (as stated on invoice)
 - xvii. Quantity
 - xviii. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - xix. Number of Completed Units, Increments, Hours, Days, or Dates of Service, as applicable, of each service invoiced
 - xx. Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
 - xxi. Amount Due by Service
 - xxii. Total Price per PO

b. The Contractor understands and agrees that an invoice under this contract shall:

- (1) include only charges for service described in contract Section A and in accordance with payment terms and conditions set forth in contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods or services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.



- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

C.10. F.O.B. Destination (Statewide Contract).

- a. All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee; or
- b. All State of Tennessee agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee and Tennessee Military Department facilities located in Georgia (Tunnel Hill, Catoosa) and Kentucky (Fort Campbell).

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the contract and withhold payments in excess of fair compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the Contractor.



- D.5. Subcontracting. The Contractor shall not assign this contract or enter into a subcontract for any of the goods or services provided under this contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Pro Forma Attachment 1, hereto, semi-annually during the period of this Contract. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.



- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this contract are declared severable.
- D.21. Headings. Section headings of this contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 22. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:



E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Richard Kotler
Central Procurement Office
Department of General Services
WRS Tennessee Tower
312 Rosa L. Parks Ave. , Nashville, TN 37243
615-253-4723
Richard.Kotler@tn.gov

The Contractor:

Jeff Miller, Senior Account Manager
Motorola Solutions, Inc.
341 Cool Springs Blvd, Suite 300
Franklin, TN 37067
jeff.miller@motorolasolutions.com
Telephone # (615) 504-2727
FAX # (615) 778-9730

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

E.3. Subject to Funds Availability. The contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the contract upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired



member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and



Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. E-Procurement Supplemental Category Management Functionality - Overview & Commitment.

The Tennessee Central Procurement Office (CPO) currently contracts with a third-party software solution that provides catalog management functionality. This software solution targets two audiences – other governmental bodies and state employees. This software improves the visibility and, ultimately, the adoption of State-wide contracts by other governmental bodies (cities, towns, counties, school corporations). The State encourages the Contractor to participate in this software solution.

- E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof accepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.11. Incorporation of Additional Documents. Each of the following documents is included as a part of this contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this contract document with any attachments or exhibits
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;



- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to Respondents during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.12. Prohibited Advertising. The Contractor shall not refer to this contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods or services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this contract in perpetuity.
- E.13. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to the greater of two (2) times the Estimated Liability as set forth in Section C.1 of this Contract or two (2) times the total cumulative amount paid by the State under this Contract, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- E.16. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services



for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys' fees, caused by attempts to enforce such provisions.

- E.17. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.18. Federal Funding Accountability and Transparency Act (FFATA). This contract requires the Contractor to provide goods or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- Executive means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect



- to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this contract is awarded.
 - c. If this contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this contract for which the State may terminate this contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.19. Transfer of Contractor's Obligations

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides goods or services under this Contract, or that this contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include:
 - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - (1) Debt;
 - (2) Assets;
 - (3) Liabilities;
 - (4) Cash flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract;



- (6) The most recent annual financial reports;
 - (7) The most recent annual financial reports filed with government agencies, if applicable.
- iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides goods or services under this contract or from assumption by, or sale to, another entity of the contract itself, including:
- (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this contract to the contrary, the State may immediately terminate this contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.
- The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by



the New Entity.

- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

E.20. Service Level Agreement. Refer to the following attachments:

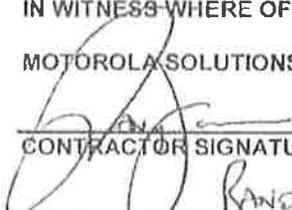
- a. Attachment 1: Attestations
- b. Attachment 2: Sample Letter of Diversity Commitment
- c. Attachment 3: Pricing
- d. Attachment 4: Software License
- e. Attachment 5: Warranty Expiration Report
- f. Attachment 6: Subcontractor and Diversity Report
- g. Attachment 7: Usage Report
- h. Attachment 8: Key Performance Indicators

E.21. Purchases by Local Government and Authorized Non-Profit Agencies (SWC).

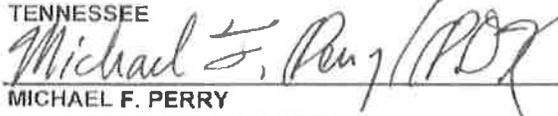
- a. Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies
- b. The purpose of this RFQ is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.
- c. Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies.

IN WITNESS WHERE OF.

MOTOROLA SOLUTIONS, INC.:

 _____ DATE 2-13-2015
 CONTRACTOR SIGNATURE
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above) RANDY JOHNSON, VICE PRESIDENT, DIRECTOR SALES

CENTRAL PROCUREMENT OFFICE, DEPARTMENT OF GENERAL SERVICES, STATE OF TENNESSEE

 _____ DATE 2/27/15
 MICHAEL F. PERRY
 CHIEF PROCUREMENT OFFICER



ATTACHMENT 4 SOFTWARE LICENSE

The State of Tennessee will purchase products which are embedded with software, and such software is subject to the following license terms and conditions:

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the State of Tennessee ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this Agreement is attached. This Agreement is incorporated by reference into the Primary Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Primary Agreement, the terms and conditions of the Primary Agreement shall prevail.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.



4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

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Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.



8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).



Section 9 CONFIDENTIALITY

To the extent allowed by Tennessee law, and specifically subject to the requirements of Tenn. Code Ann. §10-7-101, et. seq., Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply. 

Section 10 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 11 NOTICES

Notices are described in the Primary Agreement.

Section 12 GENERAL

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

12.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

12.4 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. Motorola acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

12.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

12.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10 and 12 survive the termination of this Agreement.

12.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

12.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.