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TUESDAY, APRIL 4, 2017 CITY COUNCIL REVISED AGENDA 6:00 PM

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

<u>Proclamation - "Compliance Week"</u> By Antonia Morgan (Office of Multicultural Affairs)

- V. <u>Ordinances Final Reading</u>: (None)
- VI. Ordinances First Reading:

FINANCE

a. An ordinance amending Ordinance No. 13072, known as "the Fiscal Year 2016-2017 Budget Ordinance" so as to appropriate \$161,000.00 from contingency to Family Promise in support of the Veterans Emergency Shelter Program.

PUBLIC WORKS AND TRANSPORTATION

Public Works

b. An ordinance to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-16, 31-50, 31-51, 31-52, 31-53, 31-54, 31-57, and 31-289, relative to wastewater and garbage.

VII. Resolutions:

GENERAL SERVICES

a. A resolution authorizing the Mayor to enter into a contract for sale and purchase with Chattanooga State Community College Foundation for the property located at 7148

Lee Highway, Tax Parcel Number 139P-C-008.01, subject to appraised value in an amount no more than \$1,100,000.00, and to execute all documents related to the transaction, with closing fees, for an amount not to exceed \$5,000.00, for a total amount not to exceed \$1,105,000.00. (District 6) (Revised)

- b. A resolution authorizing the Mayor to execute a License Agreement with River City Ducks, LLC, in substantially the form attached, for a one (1) year term, with the option to extend for three (3) additional one (1) year terms, for access to the Ross' Landing ramp. (District 7)
- c. A resolution authorizing the Mayor to execute an Amended and Restated Agreement with Miracle League of Chattanooga, Inc., in substantially the form attached, for a term of ten (10) years, with an option to extend for four (4) additional five (5) year terms, for the construction and use of the Miracle Field facilities at 185 N. Holtzclaw Avenue on a portion of Tax Parcel Number 146G-A-001.

IT

d. A resolution authorizing the Chief Information Officer (CIO) to execute a blanket contract renewal with Zycron Information Technology Services and Solutions as the provider of professional services for the Department of Information Technology for the period of one (1) year beginning April 12, 2017 through April 11, 2018 (with the option to extend for an additional year), for an amount not to exceed \$1 million per contract year.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. A resolution authorizing the approval of Change Order No. 1 (Final) for Dore & Associates Contracting, Inc. related to Contract No. Y-15-007-201, the Hixson YFD Demolition Project (three-story building), for a decreased amount of \$56,778.12, for a new contract amount of \$226,021.88, and to release the remaining funds. (District 3)
- f. A resolution authorizing the approval of Change Order No. 1 (Final) for Thomas Brothers Construction Company relative to Contract No. S-12-003-201, McCutcheon Road Drainage Improvements, for an increased amount of \$223,606.47, for a revised contract amount not to exceed \$1,798,668.20. (District 6)
- g. A resolution authorizing the approval of Change Order No. 2 for Campbell & Associates, Inc. relative to the lab renovation project for the Waste Resources Division Non-Consent Decree Project, for an additional fee in the amount of \$2,048.52 to the expanded scope of services, with an expanded timeline of sixty (60) days, for a total fee amount not to exceed \$53,798.52.

YOUTH AND FAMILY DEVELOPMENT

h. A resolution authorizing the Administrator for the Department of Youth and Family Development to extend the contract with Signal Centers for the Baby University Program for one (1) additional twelve (12) month term period, for an estimated annual amount not to exceed \$250,000.00.

Revised Agenda for Tuesday, April 4, 2017 Page 3 of 8

VIII. <u>Departmental Reports</u>:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.
- IX. Purchases.
- X. Other Business.
- XI. Committee Reports.
- XII. Agenda Session for Tuesday, April 18, 2017.
- XIII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XIV. Adjournment.

TUESDAY, APRIL 18, 2017 CITY COUNCIL AGENDA 6:00 PM

- 1. Call to Order.
- 2. Pledge of Allegiance/Invocation (Councilman Smith).
- 3. Minute Approval.
- 4 Special Presentation.
- 5. <u>Ordinances Final Reading</u>:

FINANCE

a. An ordinance amending Ordinance No. 13072, known as "the Fiscal Year 2016-2017 Budget Ordinance" so as to appropriate \$161,000.00 from contingency to Family Promise in support of the Veterans Emergency Shelter Program.

PUBLIC WORKS AND TRANSPORTATION

Public Works

b. An ordinance to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-16, 31-50, 31-51, 31-52, 31-53, 31-54, 31-57, and 31-289, relative to wastewater and garbage.

6. <u>Ordinances – First Reading:</u>

PLANNING

a. 2017-037 Virginia Terrell (R-1 Residential Zone to O-1 Office Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2112 and 2122 Hamill Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone, subject to certain conditions. (District 3) (Recommended for approval by Planning and Staff)

2017-037 Virginia Terrell (R-1 Residential Zone to O-1 Office Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2112 and 2122 Hamill Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone. (Applicant Version)

- b. 2017-042 Ant Group (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 1821 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 denial by Staff)
 - 2017-042 Ant Group (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 1821 Gunbarrel Road, more particularly described herein, from R-4 Special Zone to C-2 Convenience Commercial Zone. (Applicant Version)
- c. 2017-039 Bobby Fairbanks (Lift and Amend Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift and amend conditions of Ordinance No. 11313 of previous Case No. 2002-113 on ten (10) properties located in the 7300 block of Applegate Lane, more particularly described herein, subject to certain conditions. (District 4) (Recommended for approval by Planning)
 - 2017-039 Bobby Fairbanks (Lift and Amend Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift and amend conditions of Ordinance No. 11313 of previous Case No. 2002-113 on ten (10) properties located in the 7300 block of Applegate Lane, more particularly described herein, subject to certain conditions. (Staff Version)
- d. 2017-041 Matthew G. Lyle (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 properties located at 1001 and 1005 Beech Street, more particularly described herein, from R-1 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)
 - 2017-041 Matthew G. Lyle (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 properties located at 1001 and 1005 Beech Street, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. (Applicant Version)

- e. 2016-170 Flournoy Development Company and Pinnacle Point Partners, LLC (R-1 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 7978 and 8012 Shallowford Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning and denial by Staff) (Deferred from 2/14/17)
 - 2016-170 Flournoy Development Company and Pinnacle Point Partners, LLC (R-1 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 7978 and 8012 Shallowford Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone. (Applicant Version)
- f. 2017-033 Evan Holladay, LDG Multifamily, LLC (M-1 Manufacturing Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 4821 and 4905 Central Avenue, more particularly described herein, from M-1 Manufacturing Zone to R-3 Residential Zone, subject to certain conditions. (Recommended for approval by Planning and Staff) (District 7) (Deferred from 3/21/2017)
 - 2017-033 Evan Holladay, LDG Multifamily, LLC (M-1 Manufacturing Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 4821 and 4905 Central Avenue, more particularly described herein, from M-1 Manufacturing Zone to R-3 Residential Zone. (Applicant Version)
- g. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Article IV, Section 38-32, Lot Size, Lot Frontage, Setback not to be reduced; Exception.
- h. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Article VIII, Section 38-568, relative to uses in the Form-Based Code that require special permits from the Board's power.
- i. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Article XVI, Downtown-Based Code, relative to recommended improvements based on a six-month review.
- j. An ordinance to amend the Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, to delete and replace Section 38-568(16) to Article VIII regarding the Powers of the Board of Appeals for Variances and Special Permits to grant Special Exceptions Permits for telecommunications facilities within and outside of rights of ways within the City of Chattanooga.

7. **Resolutions:**

GENERAL SERVICES

a. A resolution authorizing the Mayor to execute an Office Lease Agreement with the Children's Advocacy Center of Hamilton County, Inc., in substantially the form attached, for a term of five (5) years, with an option to extend for one (1) additional five (5) year term, for the office space at the Family Justice Center located at 5705 Uptain Road on Tax Parcel Number 157M-A-012, for an initial annual base rent amount of \$100,705.00. (District 6)

HUMAN RESOURCES

b. A resolution authorizing the Director of Human Resources to extend an existing agreement with Cornerstone OnDemand for the Learning Management System, in the amount of \$35,900.00, with an option to renew for three (3) additional one (1) year periods with annual amounts of \$35,900.00 each.

MAYOR'S OFFICE

c. A resolution authorizing the Mayor to make appointments for administrators and other appointed positions.

POLICE

d. A resolution authorizing the Chief of the Chattanooga Police Department to enter into a contract with SCI Technologies d/b/a SkyCop, Inc. for both the trailer-mounted system and the vehicle-mounted system cameras, in the amount of \$200,000.00.

Public Works and Transportation

Public Works

- e. A resolution authorizing Change Order No. 1 (Final) for Helton Construction Company, Inc. of Chattanooga, TN, relative to Contract No. W-14-007-201, MBWWTP Lab Renovations and Upgrades, a Non-Consent Decree Project, for an increased amount of \$21,343.00, for a final contract amount not to exceed \$499,865.00, and to release the remaining contingency of \$26,657.00. (District 1)
- f. A resolution authorizing Change Order No. 1 (Final) for Raines Brothers, Inc. of Chattanooga, TN, relative to Contract No. P-16-002-201, Real Time Investigation Center (RTIC) Renovation Projects, for an increased amount of \$22,347.27, for a revised contract amount not to exceed \$154,397.27. (District 8)
- g. A resolution authorizing the Administrator for the Department of Public Works to enter into an Agreement for Grant Administration Services with the Southeast Tennessee Development District for technical and professional administrative services for five (5) City projects financed through Clean Water Revolving Loan Fund, for a total project cost not to exceed \$35,500.00.

Revised Agenda for Tuesday, April 4, 2017 Page 8 of 8

h. A resolution authorizing the Administrator for the Department of Public Works to enter into a Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS) and the City of Chattanooga to operate three (3) continuous real-time stream gauges located on North Chickamauga Creek, South Chickamauga Creek, and Chattanooga Creek for the period beginning April 1, 2017 through March 31, 2018, for a total cost of \$43,500.00, with a contribution of \$10,875.00 from the USGS, and \$32,625 from the City of Chattanooga.

8. <u>Departmental Reports</u>:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.
- 9. Purchases.
- 10. Other Business.
- 11. Committee Reports.
- 12. Agenda Session for Tuesday, April 25, 2017.
- 13. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- 14. Adjournment.

	Proposed City Council Purchases 4-4-17						
DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R152044 Information Technology	New Blanket Contract for NetMotion Premium Maintenance Information Technology	-	=	Insight Public Sector, Inc 6820 South Harl Avenue Tempe, AZ 85283	Estimated \$35,000 Annually	General Fund	New Blanket Contract for NetMotion Premium Maintenance. Initial term will be one (1) year with renewals coinciding with U.S. Communities Contract #440006644 with Insight Public Sector, Inc. TCA 6-56-304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
R152046 Information Technology	New Blanket Contract for Google Products and Services Information Technology	-		Carahsoft Technology Corporation 1860 Michael Faraday Drive Reston, VA 20190	Estimated \$750,000 Annually	General Fund	New Blanket Contract for Google Products & Services. Initial term will be one (1) year with renewals coinciding with U.S. Communities Contract #4400006642 with Carahsoft Technology Corporation. TCA 6-56-304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
R152075 Mayor's Office	Purchase of Socrata Open Data & Open Performance (GovStat) Software, Support and Maintenance Mayor's Office	77	-	Socrata 705 5th Ave South, Ste 600 Seattle, WA 98104	\$166,303.85	General Fund	Purchase of Socrata Open Data & Open Performance (GovStat) Software, Support and Maintenance for one year. This open data platform software is proprietary and can only be obtained from Socrata. TCA 6-56-304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
PO537275 Police Department	Blanket Contract Extension for Police Uniforms Police Department	11	6	Summit Uniform Solutions, Inc 2901 East Magnolia Avenue Knoxville, TN 37914	Estimated \$60,000 Annually	General Fund	Blanket Contract Extension of P0537275 for Police Uniforms for one (1) year. There were 11 direct bid solicitations and we received 6 responses in the original publically advertised bid proceedings. Summit Uniform Solutions, Inc was the best bid meeting specifications.
R149911 Public Works	Purchase of Two (2) 30" Ball Valve Control Panels Waste Resources Division	8	2	Southern Sales Company, Inc 2929 Kraft Dr Nashville, TN 37204	\$72,128.00	Interceptor Sewer Operations	Purchase of two (2) 30" Ball Valve Control Panels. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Southern Sales Company, Inc was the best bid meeting specifications.
R150194 Public Works	Purchase of Two (2) 30" Ball Valves Waste Resources Division	8	4	Southern Sales Company, Inc 2929 Kraft Dr Nashville, TN 37204	\$138,720.00	Interceptor Sewer Operations	Purchase of two (2) 30" Ball Valves. There were 8 direct bid solicitations and we received 4 responses in the publically advertised bid proceedings. Southern Sales Company, Inc was the best bid meeting specifications.
R150223 Public Works	New Blanket Contract for PVC Fittings and Pipe Waste Resources Division	9	2	Consolidated Pipe & Supply 6117 Dayton Blvd, Ste A Hixson, TN 37343	Estimated \$35,000 Annually	Interceptor Sewer Operations	New Blanket Contract for PVC Fittings & Pipe. There were 9 direct bid sollcitations and we received 2 responses in the original publically advertised bid proceedings. Consolidated Pipe & Supply was the best bid meeting specifications.

R151759 Public Works	Purchase of One (1) Fairbanks Morse Rotating Assembly and Motor Waste Resources Division	2	ω.	Guthrie Sales & Service 7003 Chadwick Dr #300 Brentwood, TN 37027	\$41,094.00	Interceptor Sewer Operations	Purchase of (1) Fairbanks Morse Rotating Assembly and Motor. Guthrie Sales & Service is the exclusive municipal distributor for Fairbanks Morse Pumps in Tennessee. TCA 6-56- 304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
PO531052 Youth & Family Developement	Blanket Contract Extension for Bakery Products Youth & Family Developement	4	2	Bimbo Bakerles 1786 Mack Smith Road Rossville, GA 60741	Estimated \$80,000 Annually		Blanket Contract Extension of PO531052 for Bakery Products for one (1) year. There were 4 direct bid solicitations and we received 2 responses in the original publically advertised bid proceedings. Bimbo Bakerles was the best bid meeting specifications.



City of Chattanooga

Mayor Andy Berke

March 30, 2017

Mr. Brent Messer Chief Information Officer Information Technology Department 100 East 11th Street, 4th Floor Chattanooga, TN 37402

Subject: R152044 – Contract with Insight Public Sector using U.S. Communities™ Contract #4400006644 – for NetMotion Premium Maintenance – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to enter into a blanket contract with Insight Public Sector using U.S. Communities™ Contract #4400006644 for NetMotion Premium Maintenance for an amount not to exceed \$35,000.00 per year. Use of the U.S. Communities™ Contract #4400006644 is permitted by Resolution 26838 (approved September 13, 2011).

The blanket contract will coincide with the three (3) year initial term of Contract #4400006644, which is effective from May 1, 2016, to April 30, 2019. The initial blanket contract term will be twelve (12) months from April 1, 2017, to March 30, 2018. One renewal for thirteen months, based on the April 30th end date of the initial Contract #4400006644 term, from April 1, 2018, to April 30, 2019, will be available. After April 30, 2019, U.S. Communities™ Contract #4400006644 allows for renewal for four additional one year periods or any combination thereof. Blanket contract renewals will be available accordingly. A copy of the U.S. Communities™ Contract #4400006644 is enclosed.

I recommend entering into this contract with Insight Public Sector for NetMotion Premium Maintenance.

Respectfully yours,

Bonnie Woodward Director of Purchasing

BW/dk Attachments

Insight Public Sector, 6820 S Harl Ave, Tempe AZ 85283



County of Fairfax, Virginia

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

FEB 2 3 2016

Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, Az 85283

Attention:

Erica Falchetti

Reference:

RFP 2000001701, Technology Products, Services, Solutions & Related

Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

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

The contract award shall be in accordance with:

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

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

Sincerely,

Cathy A. Muse, CPPO

Director/County Purchasing Agent

W.



County of Fairfax, Virginia

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

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- The County's Request for Proposal RFP2000001701 and all Addenda; a.
- The Contractor's Technical and Cost Proposals dated September 21, 2015; b.
- The Contractor's Functional Roles per Labor Category dated December 2, C.
- The Geographic Market Tiers dated 12/10/2015; d.
- e. This Memorandum of Negotiation;
- County purchase order. f.
- Any amendments subsequently issued. g.

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

- Insight is awarded a contract for the following sections of the RFP: 1.
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products. Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products. Services and Solutions
 - 3.1.7 EMC² Products. Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
- Participating Public Agencies reserve the right to request pricing with both service 2. pricing methodologies: Service Category Rates and Time and Material Rates.
- 3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

- Any discounts are minimum discounts and any rates are not-to-exceed rates. 4.
- 5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
- 6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
- 7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
- 8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
- The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

Kenneth Lamneck, Chief Executive Officer

Insight Public Sector, Inc.

Cathy A. Muse, CPPO, Director

Department of Purchasing and Supply Management

1/22/16

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

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

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

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

- 10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
- 11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the <u>Code of Virginia</u>;
- Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
- 13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
- 14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
- 15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
- Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
- 17. Limiting the liability of Supplier for property damage or personal injury;
- 18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
- Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm.
 - The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
- Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
- 21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
- 22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- 23. Requiring that the County waive any immunity to which it is entitled by law;

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

The parties further agree as follows:

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

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

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

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

Insight Public Sector, Inc.	Fairfax County			
By:	By: Cathy & Muse			
(Signature)	(Signature)			
Name: _Kenneth Lamneck(Print)	Name: <u>Cathy A. Muse</u> (Print)			
Title: _Chief Executive Officer	Title: Director/County Purchasing Agent			
Date: _2/8/2016				



City of Chattanooga

Mayor Andy Berke

March 30, 2017

Mr. Brent Messer Chief Information Officer Information Technology Department 100 East 11th Street, 4th Floor Chattanooga, TN 37402

Subject: R152046 – Contract with Carahsoft Technology Corporation using U.S. Communities™ Contract #4400006642 – for Google Products and Services – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to enter into a blanket contract with Carahsoft Technology Corporation using U.S. Communities™ Contract #4400006642 for Google Products and Services for an amount not to exceed \$750,000.00 per year. Use of the U.S. Communities™ Contract #4400006642 is permitted by Resolution 26838 (approved September 13, 2011).

The blanket contract will coincide with the three (3) year initial term of Contract #4400006642, which is effective from May 1, 2016, to April 30, 2019. The initial blanket contract term will be twelve (12) months from April 1, 2017, to March 30, 2018. One renewal for thirteen months, based on the April 30th end date of the initial Contract #4400006642 term, from April 1, 2018, to April 30, 2019, will be available. After April 30, 2019, U.S. Communities™ Contract #4400006642 allows for renewal for four additional one year periods or any combination thereof. Blanket contract renewals will be available accordingly. A copy of the U.S. Communities™ Contract #4400006642 is enclosed.

I recommend entering into this contract with Carahsoft Technology Corporation for Google Products and Services.

Respectfully yours,

Bornie Woodward
Director of Purchasing

BW/dk

Attachments

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



County of Fairfax, Virginia

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

FEB 2 3 2016

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

Attention:

Craig Abod, President & CEO

Reference:

RFP 2000001701, Technology Products, Services, Solutions & Related

Products and Services

Dear Mr. Abod:

Acceptance Agreement

Contract Number: 4400006642

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

The contract award shall be in accordance with:

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

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

Sincerely,

Cathy A. Muse, CPPO

Director/County Purchasing Agent

MA)

Fairfax, VA 22035-0013 Website: www.fairfaxcounty.gov/dpsm

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



County of Fairfax, Virginia

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

MEMORANDUM OF NEGOTIATIONS RFP2000001701

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

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

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

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

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

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

ACCEPTED BY:

Craig Abod, President & CEO Carahsoft Technology Corporation

Cathy A. Muse, CPPO, Director

Department of Purchasing and Supply Management

2/9/2016

2/22/16 Date

LICENSE AGREEMENT ADDENDUM

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

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

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

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

- Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
- 11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
- 12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
- 13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
- 14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
- 15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
- Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
- 17. Limiting the liability of Supplier for property damage or personal injury;
- 18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
- 19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm.
 - The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
- 20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
- 21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
- 22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- 23. Requiring that the County waive any immunity to which it is entitled by law:

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

The parties further agree as follows:

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

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

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

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

Carahsoft Technology Corporation	Fairfax County
ву:	By: Cathy & Muse
(Signature)	(Signature)
Name: _Craig P. Abod(Print)	Name: <u>Cathy A. Muse</u> (Print)
Title:President	Title: Director/County Purchasing Agent
Date:February 9, 2016	Date: 2/22/16



County of Fairfax, Virginia

AMENDMENT

Date: MAY 2 7 2016

AMENDMENT NO. 1

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

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

SUPPLIER CODE 1000000164

CONTRACT NO. 4400006642

By mutual agreement, the contract is hereby amended to incorporate the following resellers/distributors to sell Google products and services in accordance with the pricing structure set up in the above-referenced contract.

Tempus Nova	
Sada	
Agosto	
Onix	
Figleaf	
DLT	
Accenture (Cloud Sherpas)	

Contractor certifies that the above named resellers/distributors shall agree to the terms and conditions of the contract.

All other terms and conditions remain the same.

Cathy A. Muse, CPPO

Director/County Purchasing Agent

Steve Plerson, CPPB Contracts Manager

DISTRIBUTION:

Finance - Accounts Payable/e

DIT - Tonya Mills/e

DIT - Ron Shoram/e

Contract Specialist – L. Robinson DPSM, ACS Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management 12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: <u>www.fairfaxcounty.gov/dpsm</u> Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



City of Chattanooga

Mayor Andy Berke

March 30, 2017

Ms. Maura Sullivan Chief Operating Officer City of Chattanooga 101 East 11th Street, 3rd Floor Chattanooga, TN 37402

Subject: R152075 – Socrata Open Data and Open Performance (GovStat) Software, Support, and Maintenance – Office of the Mayor

Dear Ms. Sullivan:

Council approval is recommended for the purchase of Socrata Open Data and Open Performance (GovStat) Software, Support, and Maintenance for the Office of the Mayor for a period of twelve months. This purchase will be in the amount of \$166,303.85.

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 this Single Source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward Director of Purchasing

BW/dk

Attachments

Socrata, 705 5th Ave. South, Suite 600, Seattle, WA 98104

ill molivad



City of Chattanooga Mayor Andy Berke

March 30th, 2017

Bonnie Woodward-Weller, Administrator Purchasing Department 101 East 11th Street Chattanooga, TN 37402

Subject: Socrata Open Data and Open Performance (GovStat) Portals Support and Maintenance Extension

Dear Ms. Woodward-Weller,

The Mayor's Office would like to extend our contract for the purchase software and maintenance for our Open Data and Open Performance (previously called GovStat) applications from Socrata, the only supplier of this software in the U.S.A. The Open Data and Open Performance applications has been used by the Mayor's Office now for three years.

During this time, this software has provided the Mayor's Office with the following combined critical functions not found with any other currently available software alternative: 1) Open Data Integration with Performance Tracking, 2) Advanced Data Visualizations and Mapping, 3) Performance Tracking, 4) Customizable Privacy and Permission Setting and 5) Open Data Publishing . This sole source purchase from Socrata is required to support the proprietary Open Data Portal and Open Performance applications used by the Office of Performance Management and Open Data to run the city's open data and performance management program.

Sincerely.

Maura Sullivan

Chief Operating Officer

Mana Selis

City of Chattanooga



What Makes Socrata Unique?

Sole Source Support Justification

Cloud Delivery

Socrata is a cloud-based, Software as a Service (SaaS) offering, delivered as a complete,
 turnkey, configurable solution that can be provisioned in minutes

Data Publishing and Management

- Only Open Data Platform that streamlines and automates data publishing using data file
 uploads (csv, xls, xlsx), ad-hoc online dataset creation, FTP-based automatic publishing,
 direct-to-cloud data import, and supported third-part data extraction, transformation
 and loading (ETL) tools like Pentaho and Safe Software (FME)
- Only Open Data Platform that enables near real-time publishing of data using a robust write API which supports append, replace and upsert (update and insert) operations.
- Only Open Data Platform with configurable data publishing workflow including routing and approval; and a unique "explicit publishing" model that creates a private, "pre-published" copy of a dataset for a data owner to maintain and then explicitly publish when it meets his or her satisfaction.
- Only Open Data Platform that allows publishers to create multiple views on the same dataset, with different access and security settings for each view, allowing them to expose subsets of the data to specific named audiences.
- Only Open Data platform with real-time usage analytics allowing data publishers and site administrators to measure data consumption, distribution and user engagement.

Support for Geospatial Data

- Only Open Data Platform that automatically creates interactive maps from shapefiles and KML/KMZ files to turn GIS data into information everyone can use.
- Only Open Data Platform that offers a built-in integration with Esri ArcGis 10.x
- Only Open Data Platform that allows publishers and users to create map mashups by superimposing layers from different datasets on the same map.

Consumer-friendly End-user Experience



- Only Open Data Platform that enables publishers and end-users to create data visualizations using an intuitive library of maps and charts, save them, and share them with others.
- Only Open Data Platform that enables end-users to explore and analyze the data online with sorting, filtering, faceted-browsing, and data roll-ups.
- Only Open Data Platform that indexes every row of data in every dataset to enable deep keyword search at the catalog level.
- Only Open Data platform that enables end-users to embed the visualizations they create
 on external websites, using an intuitive widget similar to Youtube. This not only
 stimulates participation and collaboration, but also amplifies the reach of the agency's
 data.
- Only Open Data platform with the ability to allow end users to automatically download any dataset in 8 standard open formats.

Ecosystem Enablement

- Only Open Data platform that automatically creates an open, standards-based API for
 every dataset with the ability for data publishers to create multiple classes of developer
 access including: moderately throttled anonymous access; lightly throttled authenticated
 access; and unthrottled, authenticated access.
- Only Open Data platform that allows data owners to create custom APIs with full
 developer documentation, code samples and interactive test console in minutes and
 without writing a single line of code.
- Only Open Data Platform that features 1-click federation which allows two
 organizations to share their data with each other, or create a converged data catalog with
 other participants (e.g. neighboring cities)

Operational Excellence and Security

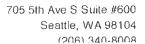
- Only Open Data Platform that has passed the Federal Information Security Management Act of 2002 (FISMA)
- Only Open Data Platform proven to scale to tens of Terabytes of data served, every month.
- Only Open Data Platform that offers 99.9% availability and two geo-redundant data centers.
- Only platform that offers 24x7 support with enterprise-class SLAs.



 Only company in the space with a dedicated client services organization focused entirely on customer success.

Business Value beyond Open Data

- Support for Performance Management: Only Platform that can readily support an Open
 Data Program and a Performance Measurement and Reporting program, with
 configurable goal setting capabilities, interactive internal and external dashboards, and
 friendly drag-and-drop report creation.
- Data Collection: Only Platform that offers configurable data capture and collection apps to support field inspection, and crowd-sourcing applications.
- Only Platform that offers a full transaction database in the cloud which allows
 customers to use Socrata as their primary data store and eliminate redundant data silos
 and associated infrastructure.
- Only Platform that offers a rich enough data discovery and visualization experience to eliminate the need for up to 80% of Business Intelligence licenses for basic, read-only access to data.
- For federal agencies, Socrata is offered exclusively through a company which is a Service Disabled Veteran Owned, HUB Zone Certified small business.





Customer Name: City of Chattanooga (TN)

Bill To

City of Chattanooga (TN)

Ship To

Maura Sullivan

100 E 11th St Suite 200

Chattanooga, TN 37402-4288

Billing and Legal Contact

Socrata

705 5th Ave S., Suite #600 Seattle, WA 98104 United

States

Phone: (206) 340-8008 Fax: (206) 452-2010

Email: accounts_receivable@socrata.com

Order Type:

New Customer

X Renewal

Additional Products / Services

Pricing under this Order is only valid until: 4/10/2017 5pm PT. All fees are in USD. - Pricing Next Page

Hosted Software Subscription and Support Order

Product Type	Item Description	Start	End Tarm	Term(Months)	Quantity	Extended Price
Enterprise Software Licenses, Maintenance, Support and Education / Training	375 datasets 50 Public Goals API Documentation Esri Connector Budget, Expenditures, Neighborhood Connect Apps Single Sign-on Unlimited Users, Internal Dashboards, and Interactive Reports Standard Support and Online Education	07/01/2016	06/30/2017	12	1.00	\$592,250
Socrata Consulting and Professional Services		07/01/2016	06/30/2017	NA	NA	\$31,232
***************************************					Total Extended Price	\$623,482
					Discount	(\$457,178.15)
					Extended Price	\$166,303.85

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

Standard Conditions

- 1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
- 2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
- 3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
- 4. Special conditions override standard conditions in the event of an inconsistency.

Contract Conditions

This order is subject to the product and service descriptions in the attached *Appendix 1*.

- New Customer-This order is subject to the Hosted Services Agreement in the attached Appendix 2 X Renewal -

Order is subject to the current agreement between Socrata and Customer dated 4/29/2014

- New Products and Services orders -

This order is subject to the current agreement between Socrata and Customer dated 4/29/2014

----- Signature page follows ------

Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.	Customer
	Man B. Suller
Signature	Signature
	Maura Black Sullivan
Name	Name
	Chief operating officer
Title	Title
	3.30.17
Date	Date

Appendix 1: Socrata Products and Services Descriptions

Socrata Open Data Portal

The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- Socrata DataSpace: An elastic cloud-based data storage, Indexing and retrieval service that simplifies data management and automatically
 optimizes access for a wide variety of data sources.
- Socrata Data Publishing Services: Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- Socrata Data Discovery and Visualization: Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- Socrata Open Data API (SODA): An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- Socrata Open Data Federation Services: A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- · Socrata Data Player: A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- Socrata Sitewide Analytics: Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- Socrata Mondara: Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes
 it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- Socrata API Foundry: a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class
 APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries,
 and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes
 enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens,
 throttling, and API analytics to monitor trends and usage patterns in real-time.
- ArcGIS Connect: Easily Integrates maps from an Esri environment into the Open Data Portal In order to allow GIS professionals to leverage
 their existing assets and Infrastructure, while giving citizens a unified open data experience. For use with ESRI ArcGIS 10.x
- Custom Data Experiences: Through the use of Socrata's DataSlate, a data experience content and creation tool, we can create custom
 experiences to match your desired need. This drag-and-drop design tools allows us to create beautiful web and mobile information products
 for our clients that bring the citizen experience to the modern consumer era. Custom experiences can be scoped and delivered in a fast and
 cost effective way.

Socrata Open Data Apps

As a complementary solution to the Socrata Open Data Portal, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- Open Budget Explorer: A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's budget, by department, by type, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare planned budget vs. actual across departments, and drill-down to the data.
- Open Checkbook Explorer: A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their
 government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface
 allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level
 data.

Socrata GovStat

Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens.

GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features:

- Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses.
- A consistent language and common definitions for performance measurement across departments.
- Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected.
- · Automatic calculation and reporting of progress against strategic goals.
- Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly.
- An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback

Professional Services and Support

Open Data Launch Package

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

Specific deliverables of your open data launch include:

Open Data Launch Package- Basic, includes:

- · Project charter
- + (1) Kickoff call and up to (4) weekly meetings through launch date
- DNS and SSL setup
- · Site skinning, styling, and CSS
- · Custom header and footer
- Integration of "suggest a dataset" functionality
- A Real-time integrated help connecter for support socrata.com
- Administrative training
- Training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, and API 101 classes
- Total professional services hours not to exceed 50 hours in aggregate among Socrata staff.

GovStat Launch Package

The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program: 1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens.

GovStat Launch Package- Standard, includes a mix of technical consulting and advisory services over the expected 12-week period:

(1) Kickoff call and up to (12) weekly meetings through launch date

- GovStat site setup including: DNS and SSL, site configuration and, styling,
- 3 Site Administration training sessions
- 3 Data Publishing and Visualization training sessions
- 3 Goal-setting and Dashboard Creation training sessions
- 3 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 10 datasets
- Socrata-led initial setup of 1 dashboard with 2 complete goals in 2 categories
- Client-led, Socrata-assisted, end-to-end configuration of 4 more strategic goals, visualized on the organization's dashboard
- Enrollment in Socrata University GovStat 100- and 200-level classes
- Access to technical support and expert assistance throughout the project
- 25 hours of Advisory Services that can be allocated towards Developing a project charter; Developing a data-driven goals framework;
 Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful
 communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- One onsite engagement of up to 4 days. The rest will be managed and delivered remotely using web and telephone conferencing

Total professional services hours not to exceed 90 hours in aggregate among Socrata staff,

Socrata Basic Customer Support Packages

The Socrata Basic Customer Support Package Includes the following elements. This package does not include support for customizations performed by Customer.

Elements include:

- · Access to the Socrata knowledge base via the support portal at support.socrata.com
- · Access to the Socrata Community portal
- . 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- · File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Dashboard

An interactive web interface that groups multiple Indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

Goals

Performance achievement targets that are set by the organization and are automatically measured in Socrata GovStat.

Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or proprietary information of the disclosing party, because the disclosing party has marked it as such. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party. This definition is limited in application to this Agreement.

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI"). Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site..

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

- (a) <u>License to Customer.</u> Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.
- (b) <u>Changes to Service</u>. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may

also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Security

- (a) <u>Customer Passwords</u>. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii) accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata as a result of Customer negligence. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party.
- (b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access. Nothwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.
- (c) Socrata agrees to (i) implement reasonable and appropriate administrative, physical and technical controls to protect the confidentiality, integrity and availability of Customer data; (ii) to report security incidents that may impact the confidentiality, integrity or availability of Customer data immediately or no more than 72 hours after incident discovery; (iii) ensure that any subcontractors used by Socrata that hosts or has access to Customer data will implement reasonable and appropriate administrative, physical and technical controls to protect the confidentiality, integrity and availability of Customer data; and (iv) work with the Customer to negotiate process for Customer to perform vulnerability assessment testing against the sites assigned to the Customer, including a timeline for addressing any issues uncovered by the assessment.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Unused Non-Recurring Service Fees expire 180 days after the Effective Date. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the appropriate taxing authority. If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5. Confidentiality

To the extent permitted by the Tennessee Public Records Act (the TPRA), each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. To the extent permitted by the TPRA, the receiving party will protect Confidential

Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., the TPRA, or pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.

6. Customer Content

- (a) <u>Customer Content</u>. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer will implement reasonable internal controls to prevent Customer's agents from posting, uploading to, transmitting, distributing, storing, creating or otherwise publishing through the Site (including in its datasets) any of the following:
 - i. Customer Content that is unlawful or that Customer does not have the lawful right to distribute;
- ii. Customer Content that is classified as "Confidential Information" or "Restricted Information" (or such similar classifications as may be made from time to time) under Customer's information security policies; or
 - iii. Viruses, corrupted data or other harmful, disruptive or destructive files.
- (b) No Liability for Content. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk. Nothwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.
- (c) Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. Ownership; Licenses from Customer

(a) <u>Customer Content</u>. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) <u>Socrata Ownership</u>. Socrata solely owns the intellectual property in the Site, and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

- (i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Customer Content (excluding Private Customer Content) on or in connection with the Site, for the provision of Services or to provide services to Users.
- (ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Private Customer Content solely in connection with Socrata's provision of Services to Customer, and Private Customer Content shall not be made publicly available to Users.
- (d) <u>Customer Marks</u>. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site, subject to the prior review and approval of Customer. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. Suggestions

Customer acknowledges and agrees that any materials Customer submits regarding the Site, the Site Applications or the Services, including but not limited to questions, comments, suggestions, and ideas ("Suggestions"), are non-confidential and will become the sole property of Socrata. Socrata will own all Suggestions, including all intellectual property rights therein, and will be entitled to the unrestricted use and dissemination of Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer.

9. Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.

10. Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at http://support.socrata.com/home.

11 Publicity

Subject to the prior review and approval of the Customer, Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata. Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services.

12. Representations and Warranties

Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site

in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

13. Reserved.

14. Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL. Nothwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the City of Chattanooga Charter or Code, or the laws or Constitution of the State of Tennessee.

15. Term; Termination; Survival

- (a) Term. The term of this Agreement is as set forth on the Order Form.
- (b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata). Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.
- (c) <u>Survival</u>. Sections 1, 4, 5, 6(a), 6(b), 7(a), 7(b), 8, 12, 14, 15(b), 15(c), 16, 17, 19, and 21-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. Nothwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the City of Chattanooga Charter or Code, or the laws or Constitution of the State of Tennessee.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of Tennessee, without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Davidson County, Tennessee and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

Together with the Purchase Order and all documents accompanying same, this Agreement terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

23. U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.



City of Chattanooga

Mayor Andy Berke

March 27, 2017

Chief of Police Fred Fletcher, Administrator Police Department 3410 Amnicola Highway Chattanooga TN, 37406

Subject: R130359 – Extension of Blanket Contracts for Police Uniforms – Police Department

Dear Chief Fletcher:

Council approval is recommended for the extension of blanket contract 537275 with Summit Uniform Solutions for Police Uniforms. The estimated annual expenditure under this contract is \$60,000.00.

The invitation to bid was sent to eleven (11) vendors as well as formally advertised. Six (6) bids were received. The bids are retained on file in the Purchasing Office for your review upon request. A copy of blanket contract 537275 is attached.

I recommend extending this blanket contract with Summit Uniform Solutions, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward Purchasing Director

BW/wt Attachment

Vendor Address:

Summit Uniform Solutions, Inc. 2901 East Magnolia Avenue Knoxville, TN 37914

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

Vendor Number: Vendor Alternate ID: 487114 V E Summit Uniforms Solutions Inc. N 2901 East Magnolia Ave D Knoxville, TN 37914 0 R S H 1 P T 0

Purchase Order Number 537275

PO Date: 11-MAR-16 Buver: William Tucker FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Accounts Payable Division N V City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C

Requestor		Requisition Number		Bid Number
Line Nbr Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No,: 130359 Ordering Dept.: Chattanooga Police Department

Buyer: Geoffrey Hipp 423-643-7233

This shall be a twelve (12) month blanket contract for Police Officer Uniforms for the Chattanooga Police Department, The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Challanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.

The bid submitted by Summit Uniforms dated 3-1-16 is hereby made a part of this contract,

Payment Terms: Net 30 days

Delivery Terms: As Needed

PRICE ESCALATION CLAUSE:

All prices under this contract shall remain fixed during each twelve (12) month contract period, If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is

APPROVED BY CITY COUNCIL ON MARCH 15, 2016

CONTRACT BEGINNING/ENDING DATES:

3-18-2016 TO 3-18-2017

Vendor Contact: David Pearson Phone: 901-634-6859

Fax: 865-951-0653

6-28-16 Changed embroidery/logo line from \$5 to \$1 for flexibility.

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

VENDOR	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
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0	

Purchase Order Number 537275

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor			Requisiti	on Number	Bid Number
Line Nbr	Item ID - Item Description BADGE, Chattanooga Police, Gold (City has patent on badge design with V.H. Blackington Co.) # BC 1489	Quantity 0,00	Unit Each	Unit Price \$ 92.4000	Total \$ 0.00
2	HAT BADGE, Chattanooga Police, Gold (City has patent on badge design with V.H., Blackington Co.) # 1488	000	Each	\$ 82,5000	\$ 0,00
3	HAT, Chattanooga Police, Black, Pershing Style, All Sizes (Bayly 9810)	0,00	Each	\$ 55,2000	\$ 0,00
4	CAP, Black, Baseball Style, with Embroidery per uniform spec (EXTRA COST), All Sizes (Blauer 182)	0.00	Each	\$ 9.9700	\$ 0.00
5	BELT, Dress, Black Leather Ranger, Plain, with Gold or Black Buckle, All Sizes (Boston Leather 6512)	0.00	Each	\$ 22,9800	\$ 0.00
6	BELT, Dress, Black Leather Ranger, Basketweave, with Gold or Black Buckle, All Sizes (Boston Leather 6512)	0.00	Each	\$ 25,1400	\$ 0.00
7	GLOVES, Black Leather, All Sizes (HWI SLD100)	0,00	Pair	\$ 30.9600	\$ 0.00
8	NAME TAG, 2,15x3.8, Gold Finish, Clutch Post - 1 Line (In-House)	0.00	Each	\$ 8.9900	\$ 0.00
9	NAME TAG, 2,15x3.8, Gold Finish, Clutch Post - 2 Line (In-House)	0.00	Each	\$ 10.9900	\$ 0.00
10	BOOTS, 6" Black, All Sizes (5.11 ATAC-12002)	0.00	Pair	\$ 61.2000	\$ 0.00

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

VENDOR	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
SH-P⊢0	

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate Purchase Order Number 537275

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor			Requisit	ion Number	Bid Number
Line Nbr	Item ID - Item Description BOOTS, 8" Black, All Sizes (5.11 ATAC-12001)	Quantity 0,00	Unit Pair	Unit Price \$ 66.3000	Total \$ 0.00
12	BOOTS, 8" Black, waterproof, All Sizes (5.11 ATAC STORM-12004)	0.00	Pair	\$ 92.8200	\$ 0.00
13	BOOTS, 8" lightweight side zip tactical, All Sizes (Belleville TR960)	0.00	Pair	\$ 92,4000	\$ 0.00
14	SHOELACES, military black (Rothco 6191)	0.00	Pair	\$ 0,7200	\$ 0,00
15	VEST, Hi-Vis Safety, Flame resistant, with "POLICE" on the Back, All Sizes (Blauer 339P)	0.00	Each	\$ 33,0200	\$ 0.00
16	VEST, Hi-Vis Safety, Flame resistant, with "POLICE" on the Back, All Sizes (Spiewak S912P)	0.00	Each	\$ 27,9100	\$ 0.00
17	TIE, Clip On, Navy Blue, All Lengths (Tact Squad TIE18)	0,00	Each	\$ 2.5000	\$ 0.00
18	COAT, Winter, The Force, Black, with Cloth CPD Badge and Two (2) Cloth City Seals on Each Coat (EXTRA COST), All Sizes (Horace Small HS3334 3IN1)	0.00	Each	\$ 194,9400	\$ 0.00
19	COAT, Winter, The Force, Black, with Cloth CPD Badge and Two (2) Cloth City Seals on Each Coat (EXTRA COST), All Sizes (Spiewak \$3609)	0.00	Each	\$ 71.6500	\$ 0.00
20	PANTS, BDU 6 Pocket, Assorted Colors, Including Digital 6 Color Camo, 65/35 Ripstop, All Sizes (Propper F5201)	0.00	Each	\$ 21.3100	\$ 0,00

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

> E Z D O R	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
SH-PF0	

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate Purchase Order Number 537275

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor			Requisition	on Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total \$ 0.00
21	PANTS, Dark Navy, traditional Class A style, 4 pocket, Wool Blend, All Sizes (Blauer 8560)	0.00	Each	\$ 60,3600	\$ 0.00
22	PANTS, Dark Navy, traditional Class A style, 6 pocket, Wool Blend, All Sizes (Blauer 8567)	0.00	Each	\$ 69,1300	\$ 0,00
23	PANTS, Dark Navy, traditional Class A style, 4 pocket, Wool Blend, All Sizes (Horace Small HS2331)	0.00	Each	\$ 52,7400	\$ 0.00
24	PANTS, Dark Navy, traditional Class A style, 6 pocket, Wool Blend, All Sizes (Horace Small HS2379)	0.00	Each	\$ 61.1000	\$ 0.00
25	PANTS, Dark Navy, traditional Class A style, 4 pocket, Wool Blend, All Sizes (Spiewak SPDU28)	0,00	Each	\$ 56.9400	\$ 0,00
26	PANTS, Dark Navy, traditional Class A style, 6 pocket, Wool Blend, All Sizes (Spiewak SPDU27)	0.00	Each	\$ 62,9200	\$ 0.00
27	PANTS, Dark Navy, traditional Class A style, 4 pocket, Wool Blend, All Sizes (Fechheimer 47280)	0.00	Each	\$ 73,2800	\$ 0.00
28	PANTS, Dark Navy, traditional Class A style, 6 pocket, Wool Blend, All Sizes (Fechheimer 47680)	0.00	Each	\$ 78,6000	\$ 0.00
29	PANTS, Dark Navy, traditional Class A style, 4 pocket, 100% polyester, All Sizes (Blauer 8650)	0.00	Each	\$ 34.3000	\$ 0,00
30	PANTS, Dark Navy, traditional Class A style, 6 pocket, 100% polyester, All Sizes (Blauer 8655)	0.00	Each	\$ 43.8500	\$ 0,00

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

VENDOR	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
S H I P T O	

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate Purchase Order Number 537275

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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

18-	Requestor		Requisiti	on Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total \$ 0.00
31	PANTS, Dark Navy, traditional Class A style, 4 pocket, 100% polyester, All Sizes (Horace Small HS2149)	0.00	Each	\$ 29.9300	\$ 0.00
32	PANTS, Dark Navy, traditional Class A style, 6 pocket, 100% polyester, All Sizes (Horace Small HS2381)	0.00	Each	\$ 38,8300	\$ 0.00
33	PANTS, Dark Navy, traditional Class A style, 4 pocket, 100% polyester, All Sizes (Spiewak SU322)	0.00	Each	\$ 37.0600	\$ 0,00
34	PANTS, Dark Navy, traditional Class A style, 6 pocket, 100% polyester, All Sizes (Spiewak SU320)	0.00	Each	\$ 39.8000	\$ 0.00
35	PANTS, Dark Navy, traditional Class A style, 4 pocket, 100% polyester, All Sizes (Fechheimer 3900)	0.00	Each	\$ 47.6400	\$ 0,00
36	PANTS, Dark Navy, traditional Class A style, 6 pocket, 100% polyester, All Sizes (Fechheimer 39900)	0.00	Each	\$ 49.2100	\$ 0.00
37	PANTS, Dark Navy, traditional Class A style, 6 cut-in pockets, 100% polyester, All Sizes (Blauer 8657)	0.00	Each	\$ 41.1000	\$ 0.00
38	RAINCOAT, Reversible, Hi-Vis & Black, with Reflective Strips, 1.6 oz. Coated Nylon, All Sizes (Blauer 233R)	0.00	Each	\$ 102,1700	\$ 0.00
39	RAINCOAT, Reversible, Hi-Vis & Black, with Reflective Strips, 1.6 oz. Coated Nylon, All Sizes (Spiewak S309V)	0.00	Each	\$ 85,5000	\$ 0.00
40	RAIN COVER, Clear Plastic, One Size Fits All (Premier)	0.00	Each	\$ 5,0000	\$ 0.00

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

VENDOR	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
S H I P T O	

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate Purchase Order Number 537275

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
V City of Chattanooga
101 East 11th Street, Suite 101
C C E

1 6 6	Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	SHIRT, Short Sleeve Polo with collar, Black or Navy Blue, with Embroidery per uniform spec (EXTRA COST), All Sizes (511 71049)	0.00	Each	\$ 30.5400	\$ 0.00
42	SHIRT, Long Sleeve Polo with collar, Black or Navy Blue, with Embroidery per uniform spec (EXTRA COST), All Sizes (511 72049)	0.00	Each	\$ 32.5800	\$ 0.00
43	SHIRT, BDU, Two (2) Pocket, Assorted Colors including 6 Color Camo, 65/35 Ripstop, All Sizes (Propper F5452-38)	0.00	Each	\$ 22,4400	\$ 0.00
44	SHIRT, Dark Navy, Long Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Blauer 8600Z)	0.00	Each	\$ 33,5300	\$ 0.00
45	SHIRT, Dark Navy, Short Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Blauer 8610Z)	0.00	Each	\$ 30.5900	\$ 0.00
46	SHIRT, Dark Navy, Long Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Horace Small HS1150)	0.00	Each	\$ 31,1000	\$ 000
47	SHIRT, Dark Navy, Short Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Horace Small HS1250)	0.00	Each	\$ 29,4000	\$ 0.00
48	SHIRT, Dark Navy, Long Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Spiewak SU315Z)	0.00	Each	\$ 38,3900	\$ 0.00
49	SHIRT, Dark Navy, Short Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Spiewak SU310Z)	0.00	Each	\$ 34.6800	\$ 0.00
50	SHIRT, Dark Navy, Long Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Fechheimer 34W7886Z)	0.00	Each	\$ 38.5500	\$ 0.00

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

> E Z D O R	Vendor Number: Vendor Alternate ID: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
SH-PFO	

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate Purchase Order Number 537275

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

S. H	Requestor	La North	Requisition	on Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price \$ 26.2800	Total
51	SHIRT, Dark Navy, Short Sleeve, traditional Class A Style with sewn-in military creases and black buttons, 100% Polyester, All Sizes (Fechheimer UD12000)	0.00	Each	\$ 20.2800	φ 0.00
52	T-SHIRT, Black, Wicking 100% Polyester, with Embroidery per uniform spec (EXTRA COST), All Sizes (Sport Tech ST380)	0.00	Each	\$ 10.1900	\$ 0.00
53	JACKET, 3-in-1 Cold Weather, Tacshell, All Sizes (Blauer 9820-60)	0.00	Each	\$ 256.8000	\$ 0.00
54	JACKET, 3-in-1 Cold Weather, All Sizes (Spiewak S3616 & S318ZX)	0.00	Each	\$ 181.4600	\$ 0.00
55	JACKET, Flight MA-1 Style, Black, with Embroidery per uniform spec (EXTRA COST), with "POLICE" on back, All Sizes (Rothco 7324)	0,00	Each	\$ 35.8800	\$ 0.00
56	JACKET, Lightweight, Black, with Embroidery per uniform spec (EXTRA COST), with "POLICE" on back, All Sizes (Blauer 4660)	0.00	Each	\$ 97.1400	\$ 0.0
57	JACKET, Lightweight, Black, with Embroidery per uniform spec (EXTRA COST), with "POLICE" on back, All Sizes (Spiewak S318ZX)	0.00	Each	\$ 101.8600	\$ 0.0
58	EXTERNAL VEST CARRIER, Dark Navy, All Sizes (Blauer 8370)	0.00	Each	\$ 52,4500	\$ 0.0
59	EXTERNAL VEST BASE SHIRT, Long Sleeve, Dark Navy, All Sizes (Blauer 8371)	0.00	Each	\$ 30,9600	\$ 0.0
60	EXTERNAL VEST BASE SHIRT, Short Sleeve, Dark Navy, All Sizes (Blauer 8372)	0,00	Each	\$ 28.6400	\$ 0,0

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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: 487114 Summit Uniforms Solutions Inc 2901 East Magnolia Ave Knoxville, TN 37914
S H I P T O	

Purchase Order Number 537275

PO Date: 11-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

	Requestor	Requisition Number			Bid Number	
Line Nbr 61	Item ID - Item Description WHISTLE, Premier Brass, Gold or Silver Finish (Premier P4917)	Quantity 0.00	Unit Each	Unit Price \$ 3.9500	Total \$ 0.00	
62	WHISTLE CHAIN, Gold or Silver Finish (Premier P4913)	0.00	Each	\$ 6,9500	\$ 0.00	
63	WHISTLE HOOK, Gold or Silver Finish (Premier P4900)	0.00	Each	\$ 4.9500	\$ 0.00	
64	EMBROICERY / LOGOS (In-House)	0.00	Each	\$ 1.0000	\$ 0,00	

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

March 27, 2017

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

Subject: 149911/304616 – Two 30" Ball Valve Control Panels – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended for the purchase of two 30 inch Ball Valve Control Panels for the Waste Resources Division of the Public Works Department. These control panels will be used in the Citico Pump Station.

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>
Southern Sales Company	\$72,128
Wholesale Supply Group Inc.	\$75,560

I recommend awarding this purchase to Southern Sales Company in the amount of \$72,128. Southern Sales Company offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward Director of Purchasing

une Woodware

Bid Tabulation - RFQ # 304616 Ball Valve Control Panels Item # Southern Sales Co. Wholesale Supply Group Inc. Item # Unit Price Extended Price Unit Price Extended Price On T2,128.00 T2,128.00 Total \$72,128.00 \$75,560.00					
Southern Sales Co. Wholesale S Southern Sales Co. Unit Price Extended Price Unit Price T2,128.00 18,890.00	Control Panels	upply Group Inc.	Extended Price	75,560.00	\$75,560.00
Southern Sale	Ball Valve	Wholesale Si			
abulation - Quantity 4	304616	Sales Co.	Extended Price	72,128.00	\$72,128.00
apnla	RFQ#	Southern	Unit Price	18,032.00	
Bid Tab ltem # 1 Total	ulation -		Quantity	4	
	Bid Tab		Item #	~	Total

30" Ball Valve Control Panel - Requisition 149911

Guthrie Sales & Service 7003 Chadwick Drive, Suite 300 Brentwood, TN 37027

Southern Sales Company, Inc. Attn: Manson Clement 2929 Kraft Dr. Nashville, TN 37204

Henry Pratt Company Attn: Robert Hurst 401 S. Highland Ave Aurora, IL 60506

Industrial Valve Sales & Service P.O. Box 1456 Cleveland, TN. 37364

Applied Industrial Technologies 4295 Cromwell Rd., Ste 419 Chattanooga, TN 37421

Piping Supply 3008 N. Hickory St. Chattanooga, TN 37406

Applied Valve Technology, Inc 1421 Latta St. Chattanooga, TN 37406

Tencarva Machinery 4104 Cromwell Rd. Chattanooga, TN 37421



City of Chattanooga

Mayor Andy Berke

March 27, 2017

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

Subject: 150194/304619 - Two 30" Ball Valves - Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended for the purchase of two 30 inch Ball Valves for the Waste Resources Division of the Public Works Department. These ball valves will be used in the Citico Pump Station.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Four (4) 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>
Southern Sales Company	\$138,720
Consolidated Pipe & Supply	\$141,550
Wholesale Supply Group Inc.	\$144,500
Technology International, Inc.	\$150,510

I recommend awarding this purchase to Southern Sales Company in the amount of \$138,720. Southern Sales Company offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Bonni Wadward

Bonnie Woodward Director of Purchasing

Technology International	Extended Price	150,510.00	\$150,510.00
Technolog	Unit Price	144,500.00 75,255.00	
Wholesale Supply Group	Extended Price Unit Price Extended Price	> * ==>	\$144,500.00
Wholesale	Unit Price	141,550.00 72,250.00	
Consolidated Pipe & Supply	d Price Unit Price Extended Price Unit Price	141,550.00	\$141,550.00
Consolidated	Unit Price	,720.00 70,775.00	
outhern Sales	Extended Price	138,720.00	\$138,720.00
Southe	Unit Price	00'09E'69	
	Quantity	2	
	Item #	-	Total

30" Ball Valves.

RFQ # 304619

Bid Tabulation -

plus 4 controls at \$18,598@ = \$74,380 additional?

\$150,510.00

30" Ball Valves - Requisition 150194

Guthrie Sales & Service 7003 Chadwick Drive, Suite 300 Brentwood, TN 37027

Southern Sales Company, Inc. Attn: Manson Clement 2929 Kraft Dr. Nashville, TN 37204

Henry Pratt Company Attn: Robert Hurst 401 S. Highland Ave Aurora, IL 60506

Industrial Valve Sales & Service P.O. Box 1456 Cleveland, TN. 37364

Applied Industrial Technologies 4295 Cromwell Rd., Ste 419 Chattanooga, TN 37421

Piping Supply 3008 N. Hickory St. Chattanooga, TN 37406

Applied Valve Technology, Inc 1421 Latta St. Chattanooga, TN 37406

Tencarva Machinery 4104 Cromwell Rd. Chattanooga, TN 37421



City of Chattanooga

Mayor Andy Berke

March 24, 2017

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

Subject: 150223/304618 – PVC Fittings and Pipe – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for PVC Fittings and Pipe 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 \$35,000.

The invitation to bid was sent to nine (9) 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.

Bidders

Consolidated Pipe and Supply

Piping Supply Company

I recommend awarding this blanket contract to Consolidated Pipe and Supply based upon the unit prices bid. Consolidated Pipe and Supply was low bidder on 199 line items versus 35 for Piping Supply Company. Consolidated Pipe and Supply offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward

Director of Purchasing

PVC Fittings & Pipe - Requisition 150223

Grainger Industrial Supply 902 Creekside Dr. Chattanooga, TN 37406

Walter A. Wood Supply Co 4509 Rossville Blvd. Chattanooga, TN 37407

Barnes Distribution 2695 Waterhaven Dr. Chattanooga, TN 37406

Piping Supply Co. 3008 N Hickory Street Chattanooga, TN 37406

Industrial Plastic Works 6220 Enterprise Dr. Knoxville, TN 37909

MSC Industrial Supply 501 Ligon Dr. Nashville, TN 37204

Consolidated Pipe & Supply 6117 Dayton Blvd, Suite A Hixson, TN 37343

Ferguson Enterprises 4121 S Creek Rd. Chattanooga, TN 37406

Kenny Pipe & Supply 1271 N. Holtzclaw Ave., Ste 108 Chattanooga, TN 37406

	Bid Tabulation			RFQ 3046	1 PVC Fittings &	Pipe	
	i Y		4:		Piping Supply	Consolidated Pipe	Low Bidder
ltem	Description	Material	Size	Unit	Unit Price	Unit Price	
1	22 1/2 degree	SDR 3035	4"	each	3.23	5.92	P
2	22 1/2 degree	SDR 3035	6"	each	13.51	10.90	С
3	22 1/2 degree	SDR 3035	8"	each	36.59	32.20	С
4	22 1/2 degree	SDR 3035	10"	each	113.49	87.20	С
5	22 1/2 degree	SDR 3035	12"	each	148.98	113.02	С
6	22 1/2 degree	SDR 3035	15"	each	363.00	302.00	С
7	45 degree	SDR 3035	4"	each	2.86	5.92	Р
8	45 degree	SDR 3035	6"	each	11.61	11.40	С
9	45 degree	SDR 3035	8"	each	31.62	31.75	Р
10	45 degree	SDR 3035	10"	each	111.01	82.50	С
11	45 degree	SDR 3035	12"	each	172.39	119.25	С
12	45 degree	SDR 3035	15"	each	385.27	267.25	С
13	45 degree	PVC sch 80	3/8"	each	No Bid	1.95	С
14	45 degree	PVC sch 80	1/2"	each	No Bid	1.02	С
15	45 degree	PVC sch 80	3/4"	each	No Bid	1.53	С
16	45 degree	PVC sch 80	1"	each	No Bid	2.35	С
17	45 degree	PVC sch 80	1-1/4"	each	No Bid	2.93	С
18	45 degree	PVC sch 80	1-1/2"	each	No Bid	3.49	С
19	45 degree	PVC sch 80	2"	each	6.12	4.60	С
20	45 degree	PVC sch 80	3"	each	15.68	11.60	С
21	45 degree	PVC sch 80	4"	each	28.17	21.20	С
22	90 degree	SDR 3035	4"	each	3.88	7.15	Р
23	90 degree	SDR 3035	6"	each	15.68	12.95	С
24	90 degree	SDR 3035	8"	each	41.45	35.75	С
25	90 degree	SDR 3035	10"	each	156.25	122.50	С
26	90 degree	SDR 3035	12"	each	219.80	160.00	С
27	90 degree	SDR 3035	15"	each	466.55	328.90	С
28	90 degree	PVC sch 80	3/8"	each	0.62	0.56	С
29	90 degree	PVC sch 80	1/2"	each	0.62	0.56	С
30	90 degree	PVC sch 80	3/4"	each	0.79	0.70	С
31	90 degree	PVC sch 80	1"	each	1.28	1.13	С
32	90 degree	PVC sch 80	1-1/4"	each	1.71	1.53	С
33	90 degree	PVC sch 80	1-1/2"	each	1.83	1.62	С
34	90 degree	PVC sch 80	2"	each	2.21	1.95	С
35	90 degree	PVC sch 80	3"	each	5.80	5.10	С
36	90 degree	PVC sch 80	4"	each	8.82	7.80	С
37	Сар	PVC sch 80	3/8"	each	1.43	1.29	С
38	Сар	PVC sch 80	1/2"	each	1.10	0.98	С
39	Cap	PVC sch 80	3/4"	each	1.16	1.02	С
40	Сар	PVC sch 80	1"	each	2.05	1.82	С

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Item	Description	Material	Size	Unit	Unit Price	Unit Price	
41	Сар	PVC sch 80	1-1/4"	each	2.48	2.15	С
42	Сар	PVC sch 80	1-1/2"	each	2.48	2.15	С
43	Сар	PVC sch 80	2"	each	4.89	4.30	С
44	Сар	PVC sch 80	3"	each	11.67	10.20	С
45	Сар	PVC sch 80	4"	each	19.67	17.29	С
46	Cap Adapter	PVC sch 80	1/2"	each	1.37	No Bid	Р
47	Cap Adapter	PVC sch 80	1-1/2"	each	2.63	No Bid	Р
48	Coupling	PVC sch 80	3/8"	each	1.12	1.60	Р
49	Coupling	PVC sch 80	1/2"	each	1.12	1.00	С
50	Coupling	PVC sch 80	3/4"	each	1.52	1.35	С
51	Coupling	PVC sch 80	1"	each	1.56	1.38	С
52	Coupling	PVC sch 80	1-1/4"	each	2.37	2.10	С
53	Coupling	PVC sch 80	1-1/2"	each	2.56	2.29	С
54	Coupling	PVC sch 80	2"	each	1.75	2.43	Р
55	Coupling	PVC sch 80	3"	each	7.76	6.88	С
56	Coupling	PVC sch 80	4"	each	9.71	8.62	С
57	Coupling	SDR 3035	4"	each	1.95	6.95	Р
58	Coupling	SDR 3035	6"	each	7.13	13.95	Р
59	Coupling	SDR 3035	8"	each	22.16	23.75	Р
60	Coupling	SDR 3035	10"	each	62.75	51.95	С
61	Coupling	SDR 3035	12"	each	106.83	75.95	С
62	Coupling	SDR 3035	15"	each	187.09	157.20	С
63	Blind Flange	PVC sch 80	1/2"	each	7.59	4.20	С
64	Blind Flange	PVC sch 80	1"	each	10.18	6.80	С
65	Blind Flange	PVC sch 80	2"	each	16.94	12.55	С
66	Blind Flange	PVC sch 80	3"	each	31.85	24.70	С
67	Blind Flange	PVC sch 80	4"	each	43.14	30.80	С
68	Blind Flange	PVC sch 80	6"	each	72.36	37.45	С
69	Blind Flange	PVC sch 80	8"	each	134.20	46.88	С
70	Blind Flange	PVC sch 80	10"	each	160.58	104.50	С
71	Flange, 4-bolt	PVC sch 80, glue	1/2"	each	3.38	3.02	С
72	Flange, 4-bolt	PVC sch 80, threaded	1/2"	each	4.06	3.62	С
73	Flange, 4-bolt	PVC sch 80, glue	1"	each	4.03	3.62	С
74	Flange, 4-bolt	PVC sch 80, threaded	1"	each	5.20	4.49	С
75	Flange, 4-bolt	PVC sch 80, glue	2"	each	5.64	5.01	С
76	Flange, 4-bolt	PVC sch 80, threaded	2"	each	8.00	7.10	С
77	Flange, 4-bolt	PVC sch 80, glue	3"	each	9.62	8.55	С
78	Flange, 4-bolt	PVC sch 80, threaded	3"	each	18.93	16.89	С
79	Flange, 4-bolt	PVC sch 80, glue	4"	each	12.17	10.82	С
80	Flange, 4-bolt	PVC sch 80, threaded	4"	each	35.57	31.65	С
81	Flange, 8-bolt	PVC sch 80, glue	4"	each	No Bid	No Bid	
82	Flange, 8-bolt	PVC sch 80, threaded	4"	each	No Bid	No Bid	
83	Flange, 8-bolt	PVC sch 80, glue	6"	each	19.14	No Bid	Р

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Item	Description	Material	Size	Unit	Unit Price	Unit Price	
84	Flange, 8-bolt	PVC sch 80, threaded	6"	each	54.96	81.02	Р
85	Flange, 8-bolt	PVC sch 80, glue	8"	each	34.52	No Bid	Р
86	Flange, 8-bolt	PVC sch 80, threaded	8"	each	99.11	203.15	Р
87	Flange, 8-bolt	PVC sch 80, glue	10"	each	82.27	No Bid	Р
88	Flange, 8-bolt	PVC sch 80, threaded	10"	each	263.25	No Bid	Р
89	Female adapter	PVC sch 80	3/8"	each	1.90	1.68	С
90	Female adapter	PVC sch 80	1/2"	each	1.05	0.93	С
91	Female adapter	PVC sch 80	3/4"	each	1.56	1.38	С
92	Female adapter	PVC sch 80	1"	each	2.30	2.05	С
93	Female adapter	PVC sch 80	1-1/4"	each	3.72	3.30	С
94	Female adapter	PVC sch 80	1-1/2"	each	4.56	4.04	С
95	Female adapter	PVC sch 80	2"	each	7.95	7.05	С
96	Female adapter	PVC sch 80	3"	each	14.12	12.55	С
97	Female adapter	PVC sch 80	4"	each	24.27	21.58	С
98	Male adapter	PVC sch 80	3/8"	each	1.31	3.28	Р
99	Male adapter	PVC sch 80	1/2"	each	1.31	1.16	С
100	Male adapter	PVC sch 80	3/4"	each	1.45	1.28	С
101	Male adapter	PVC sch 80	1"	each	2.50	2.25	С
102	Male adapter	PVC sch 80	1-1/4"	each	2.92	2.60	С
103	Male adapter	PVC sch 80	1-1/2"	each	4.19	3.75	С
104	Male adapter	PVC sch 80	2"	each	6.06	5.40	С
105	Male adapter	PVC sch 80	3"	each	7.65	6.79	С
106	Male adapter	PVC sch 80	4"	each	13.61	12.15	С
107	Fernco Coupling	PVC x clay	8"	each	17.75	11.38	С
108	Fernco Coupling	PVC x clay	10"	each	26.64	17.10	С
109	Fernco Coupling	PVC x clay	12"	each	31.09	19.90	С
110	Fernco Coupling	PVC x clay	15"	each	52.63	30.80	С
111	Fernco Coupling	PVC x clay	18"	each	87.50	No Bid	Р
112	Fernco Coupling	PVC x clay	24"	each	No Bid	91.50	С
113	Fernco Coupling	PVC x concrete	8"	each	19.17	12.30	С
114	Fernco Coupling	PVC x concrete	10"	each	26.64	18.50	С
115	Fernco Coupling	PVC x concrete	12"	each	31.09	19.90	С
116	Fernco Coupling	PVC x concrete	15"	each	64.27	42.95	С
117	Fernco Coupling	PVC x concrete	18"	each	279.98	68.15	С
118	Fernco Coupling	PVC x concrete	24"	each	424.74	No Bid	Р
119	Fernco Coupling	PVC x PVC	8"	each	17.75	11.40	С
120	Fernco Coupling	PVC x PVC	10"	each	26.64	17.10	С
121	Fernco Coupling	PVC x PVC	12"	each	31.09	19.98	С
122	Fernco Coupling	PVC x PVC	15"	each	52.63	30.80	С
123	Fernco Coupling	PVC x PVC	18"	each	116.49	68.20	С
124	Fernco Coupling	PVC x PVC	24"	each	156.31	91.90	С
125	Nipple	PVC sch 80	3/8"	each	0.75	0.55	C
126	Nipple	PVC sch 80	1/2"	each	0.65	0.55	C

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Item	Description	Material	Size	Unit	Unit Price	Unit Price	
127	Nipple	PVC sch 80	3/4"	each	0.78	0.58	С
128	Nipple	PVC sch 80	1"	each	1.15	0.70	С
129	Nipple	PVC sch 80	1-1/4"	each	1.54	1.05	С
130	Nipple	PVC sch 80	1-1/2"	each	1.81	1.15	С
131	Nipple	PVC sch 80	2"	each	2.25	1.50	С
132	Nipple	PVC sch 80	3"	each	8.43	5.95	С
133	Nipple	PVC sch 80	4"	each	17.52	10.50	С
134	Pipe	PVC sch 80	1/2"	foot	0.33	0.40	Р
135	Pipe	PVC sch 80	3/4"	foot	0.43	0.55	Р
136	Pipe	PVC sch 80	1"	foot	0.63	0.75	Р
137	Pipe	PVC sch 80	2"	foot	1.38	1.29	С
138	Pipe	PVC sch 80	3"	foot	2.78	2.40	С
139	Pipe	PVC sch 80	4"	foot	4.00	3.30	С
140	Pipe	PVC sch 80	6"	foot	7.69	6.25	С
141	Pipe	PVC sch 80	8"	foot	11.60	9.48	С
142	Pipe	PVC sch 80, gasketed	10"	foot	No Bid	No Bid	
143	Pipe	PVC sch 80, gasketed	12"	foot	No Bid	No Bid	
144	Pipe	PVC sch 80, gasketed	15"	foot	No Bid	No Bid	
145	Pipe	PVC sch 80, gasketed	18"	foot	No Bid	No Bid	
146	Pipe	PVC sch 80, gasketed	24"	foot	No Bid	No Bid	
147	Pipe	PVC sch 40	4"	foot	1.46	1.40	С
148	Pipe	PVC sch 40	6"	foot	2.66	2.50	С
149	Pipe	PVC sch 40	8"	foot	4.05	3.80	С
150	Pipe	PVC sch 40	10"	foot	5.82	5.90	Р
151	Pipe	PVC sch 40	12"	foot	7.68	7.70	P
152	Pipe	PVC sch 40	15"	foot	No Bid	11.15 or 14.80	С
153	Pipe	PVC sch 40	18"	foot	30.35	29.50	С
154	Pipe	PVC sch 40	20"	foot	No Bid	47.95	С
155	Pipe	PVC sch 40	24"	foot	No Bid	49.20	С
156	Pipe	SDR 3035	4"	foot	0.84	0.75	С
157	Pipe	SDR 3035	6"	foot	1.77	1.61	С
158	Pipe	SDR 3035	8"	foot	3.18	2.89	С
159	Pipe	PVC C900	8"	foot	6.78	6.24	С
160	Pipe	PVC C900	10"	foot	10.33	9.36	С
161	Pipe	PVC C900	12"	foot	14.55	13.21	С
162	Plug	PVC sch 80	3/8"	each	1.03	No Bid	Р
163	Plug	PVC sch 80	1/2"	each	1.03	0.92	С
164	Plug	PVC sch 80	3/4"	each	1.14	1.05	С
165	Plug	PVC sch 80	1"	each	1.29	1.15	С
166	Plug	PVC sch 80	1-1/4"	each	1.64	1.50	С
167	Plug	PVC sch 80	1-1/2"	each	1.80	1.65	С
168	Plug	PVC sch 80	2"	each	2.38	2.12	С
169	Plug	PVC sch 80	3"	each	No Bid	5.19	C

Item	Description	Material	Size	Unit	Unit Price	Unit Price	
170	Plug	PVC sch 80	4"	each	No Bid	11.25	С
171	Plug Adapter	PVC sch 80	1/2"	each	1.06	No Bid	Р
172	Plug Adapter	PVC sch 80	1-1/2"	each	2.41	No Bid	Р
173	Reducer bushing	PVC sch 80	3/8 x 1/4"	each	0.99	0.92	С
174	Reducer bushing	PVC sch 80	1/2 x 1/4"	each	0.99	0.92	С
175	Reducer bushing	PVC sch 80	1/2 x 3/8"	each	0.99	0.92	С
176	Reducer bushing	PVC sch 80	3/4 x 1/2"	each	0.37	0.36	С
177	Reducer bushing	PVC sch 80	1 x 1/4"	each	1.04	0.99	С
178	Reducer bushing	PVC sch 80	1 x 1/2"	each	1.04	0.95	С
179	Reducer bushing	PVC sch 80	1 x 3/4"	each	1.04	0.95	С
180	Reducer bushing	PVC sch 80	1-1/4 x 1/2"	each	1.62	1.55	С
181	Reducer bushing	PVC sch 80	1-1/4 x 3/4"	each	1.62	1.49	С
182	Reducer bushing	PVC sch 80	1-1/4 x 1"	each	1.62	1.49	С
183	Reducer bushing	PVC sch 80	1-1/2 x 1/2"	each	2.21	1.98	С
184	Reducer bushing	PVC sch 80	1-1/2 x 3/4"	each	2.21	1.98	С
185	Reducer bushing	PVC sch 80	1-1/2 x 1"	each	2.21	1.99	С
186	Reducer bushing	PVC sch 80	1-1/2 x 1-1/4"	each	2.21	1.99	С
187	Reducer bushing	PVC sch 80	2 x 1/2"	each	3.15	2.85	С
188	Reducer bushing	PVC sch 80	2 x 3/4"	each	3.15	2.83	С
189	Reducer bushing	PVC sch 80	2 x 1"	each	3.15	2.83	С
190	Reducer bushing	PVC sch 80	2 x 1-1/4"	each	3.15	2.83	С
191	Reducer bushing	PVC sch 80	2 x 1-1/2"	each	3.15	2.85	С
192	Reducer bushing	PVC sch 80	3 x 1"	each	8.66	7.70	С
193	Reducer bushing	PVC sch 80	3 x 1-1/4"	each	8.66	7.70	С
194	Reducer bushing	PVC sch 80	3 x 1-1/2"	each	8.66	7.70	С
195	Reducer bushing	PVC sch 80	3 x 2"	each	8.66	7.70	С
196	Reducer bushing	PVC sch 80	3 x 2-1/2"	each	8.66	7.70	С
197	Reducer bushing	PVC sch 80	4 x 2"	each	11.99	10.90	С
198	Tee	PVC sch 80	3/8"	each	1.75	1.54	С
199	Tee	PVC sch 80	1/2"	each	1.75	1.54	С
200	Tee	PVC sch 80	3/4"	each	1.83	1.62	С
201	Tee	PVC sch 80	1"	each	2.29	2.05	С
202	Tee	PVC sch 80	1-1/4"	each	6.28	5.58	С
203	Tee	PVC sch 80	1-1/2"	each	6.28	5.58	С
204	Tee	PVC sch 80	2"	each	7.85	6.95	С
205	Tee	PVC sch 80	3"	each	10.67	9.54	С
206	Tee	PVC sch 80	4"	each	12.36	10.98	С
207	Tee	Sewer PVC, SDR 3035	10 x 4	each	118.68	112.00	C
208	Tee	Sewer PVC, SDR 3035	12 x 4	each	165.76	136.15	С
209	Tee	Sewer PVC, SDR 3035	15 x 4	each	243.87	219.75	С
210	Tee	Sewer PVC, SDR 3035	18 x 4	each	No Bid	502.65	С
211	Tee	Sewer PVC, SDR 3035	24 x 4	each	No Bid	1,070.00	С
212	Tee	SDR 3035, Sewer PVC	8 x 6	each	43.67	33.29	С

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Item	Description	Material	Size	Unit	Unit Price	Unit Price	
213	Tee	SDR 3035, Sewer PVC	10 x 6	each	136.36	126.25	С
214	Тее	SDR 3035, Sewer PVC	12 x 6	each	178.84	145.10	С
215	Tee	SDR 3035, Sewer PVC	15 x 6	each	281.64	242.95	С
216	Union	PVC sch 80	3/8"	each	4.23	3.75	С
217	Union	PVC sch 80	1/2"	each	2.30	2.20	С
218	Union	PVC sch 80	3/4"	each	2.92	2.55	С
219	Union	PVC sch 80	1"	each	3.33	2.95	С
220	Union	PVC sch 80	1-1/4"	each	6.61	5.80	С
221	Union	PVC sch 80	1-1/2"	each	7.48	6.55	С
222	Union	PVC sch 80	2"	each	10.14	8.90	С
223	Union	PVC sch 80	3"	each	18.87	16.60	С
224	Union	PVC sch 80	4"	each	25.78	22.92	С
225	Manhole boot		8"	each	No Bid	56.50	С
226	Manhole boot		10"	each	No Bid	78.95	С
227	Manhole boot		12"	each	No Bid	78.95	С
228	Manhole boot		15"	each	No Bid	108.00	С
229	Manhole boot		18"	each	No Bid	170.00	С
230	Manhole boot		21"	each	No Bid	175.20	С
231	Manhole boot		24"	each	No Bid	202.00	С
232	Tap Saddle Kits w	ith Epoxy	4"	each	62.93	No Bid	Р
233	Tap Saddle Kits w	ith Epoxy	6"	each	114.33	No Bid	Р
234	FIPT x SW	PVC sch 40	4"	each	3.13	5.25	Р
235	FIPT x SW	PVC sch 40	6"	each	10.51	14.70	Р
236	FIPT x SW	SDR 35	4"	each	3.88	2.99	С
237	FIPT x SW	SDR 35	6"	each	10.51	12.75	Р
238	Clean out 2 way	PVC sch 40	4"	each	12.12	18.90	Р
239	Clean out 2 way	PVC sch 41	6"	each	15.85	157.45	Р
240	Bushing	SDR 3035 x PVC sch 40	4"	each	9.45	6.70	С
241	Markup - Fittings & Pipe not listed			%	No Bid	18%	С
241	a Fipe flot listed			70	NO BIQ	1076	C
				Low Bids			
				Piping Sup	ply - 35		
				Consolidat			
				Dual "No E	Bid' - 7		

34 35

2967

74 /// ·



City of Chattanooga

Mayor Andy Berke

March 29, 2017

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

Subject: 151759 – Fairbanks Morse Rotating Assembly and Motor – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended for the purchase of one (1) Fairbanks Morse Rotating Assembly and Motor for the Waste Resources Division (WRD) of the Public Works Department. This equipment will be used as spares for Fairbanks Morse pumps at the Mountain Creek Pump Station.

This sole source purchase from Guthrie Sales & Service will be in the amount of \$41,094. Guthrie Sales & Service is the exclusive municipal distributor for Fairbanks Morse Pumps in Tennessee. A written quotation from Guthrie Sales & Service is attached.

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

I recommend awarding this contract to Guthrie Sales and Service in the amount of \$41,094.

Respectfully,

Bonnie Woodward Director of Purchasing



Darrell Sutton <dsutton@chattanooga.gov>

Mountain Creek SN 10320569

1 message

Chris Jones < Chris@jtguthrie.com>
To: Darrell Sutton < dsutton@chattanooga.gov>

Thu, Mar 9, 2017 at 3:44 PM

COMPLETE ROTATING ASSEMBLY TO INCLUDE ALL PUMP PARTS EXCEPT VOLUTE, FRONTHEAD, MOTOR HIGH RING BASE, COUPLINGS, BASE & ELBOW. WILL INCLUDE STAINLESS IMPELLER & CASE RINGS. DYNAMICALY BALANCED IMPELLER AND VARIABLE SPEED MOTOR ADAPTER

DELIVERY: 6-8 WEEKS A.R.O.

\$35,071 w/ freight included

Replacement 100 HP, 900 RPM, VSS-NT, WP-1, 3/60/460 volt, Premium Efficient, Inverter duty VFD rated motor, 445VP frame

\$6,023 w/ freight included 3-4 weeks

Chris Jones

Guthrie Sales & Service

7003 Chadwick Dr #300, Brentwood, TN 37027

Cell 615.478.8190 | Office 615.377.3950 x12

Email: chris@jtguthrie.com | Website: www.jtguthrie.com



MINION COWN HOUSE CONS

Find the second

May 13, 2015

City of Chattanooga Chattanooga, TN 37405

Subject... Fairbanks Nijhuis Distributor Authorization

Gentlemen:

Please be advised that Guthrie Sales is the exclusive distributor for Falrbanks Morse Municipal Pump products for the state of Tennessee.

All inquiries and orders should be directed to:

Guthrle Sales 7003 Chadwick Drive #300 Brentwood, TN 37027

Thank you for your interest in Fairbanks Morse products.

Yours truly,

Debra L. Smith Manager, Inside Sales

Cc: Joe Jackson Paul Jezuit



March 29, 2017

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

Subject: R107965 - Bakery Products - Department of Youth and Family Development

Dear Mr. Jennings;

Council approval is recommended to extend blanket contract 531052 with Bimbo Bakeries, Inc., for provision of Bakery Products as needed by the Department of Youth and Family Development. The estimated annual expenditure under this contract is \$80,000.00.

This solicitation was sent to four (4) vendors, and two (2) bids were received. A copy of blanket contract 531052 is attached.

I recommend extension of the contract with Bimbo Bakeries, Inc., for an additional year as the best and lowest bid meeting the specifications.

Respectfully yours,

Bonnie Woodward Purchasing Director

BW/wt Attachment

Vendor Address:

Bimbo Bakeries, Inc. 1786 Mack Smith Road Rossville, GA 30741

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Page 2 of 5 Printed: 03/08/2016



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

OUZES	Vendor Number: Vendor Alternate ID: 308091 Bimbo Bakeries USA, Inc DBA EarthGrains1786 Mack Smith Road Rossville, GA 30741
SH-PFO	

Requestor

PO Date: 02-MAR-15 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate Purchase Order Number 531052

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Bid Number

N Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requisition Number

	Item ID - Item Description	Quantity	Unit Unit Pric	e Total
*** THIS I	S A REVISION TO A PRIOR ORDER ******			
ange Orde	er Issued Extending The Contract For One (1) Additiona	al Year. The New CPD Will Be 3/11/2	2017	
			36'	
	2			

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.

Page 1 of 5 Printed: 03/08/2016



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

Vendor Number:
Vendor Alternate ID: 308091

Bimbo Bakeries USA, Inc
DBA EarthGrains1786 Mack Smith Road
Rossville, GA 30741

SHIPPTO

Purchase Order Number 531052

PO Date: 02-MAR-15 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor	Requisition Number		Bid Number	
Line Nbr I Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No.: 107965

Ordering Dept.: Youth and Family Development

Buyer: Dedra Partridge Phone No.: (423) 643-7237

Items Being Purchased: Bread and Bakery Products

ATTACHMENTS:

Bread and Bakery Specifications City of Chattanooga (COC) Terms and Conditions posted on Website

http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions

This Shall Be A Twelve (12) Month Blanket Contract To Supply and Deliver Bread and Bakery Products. The Contract Term May Be Renewed Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.

Supplier Contact: Frellan Simpson Tel: (706) 891-9110 Fax: (706) 891-9199 Cell: (423) 505-9135

Contract Term: March 11, 2015 thru March 11, 2016

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

> E Z D O R	Vendor Number: Vendor Alternate ID: 308091 Bimbo Bakeries USA, Inc DBA EarthGrains1786 Mack Smith Road Rossville, GA 30741
SHIPTO	

PO Date: 02-MAR-15 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate Purchase Order Number 531052

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		n Number	Bid Number	
Line Nbr	Item ID - Item Description Hot Dog Buns - Coney, 16 CT	Quantity 0.00	Unit Each	Unit Price \$ 1.9600	Total \$ 0.00	
2	Hamburger Buns - Round 4" Diameter 12 CT	0.00	Each	\$ 1.8700	\$ 0.00	
3	Krystal Buns - Square 24/pk	0.00	Each	\$ 2,8000	\$ 0.00	
4	Classic Dinner Rolls, 12/pack, 9.25 oz pkg	0.00	Each	\$ 1.9800	\$ 0.00	
5	Classic Dinner Time Rolls, 24/pack , 1 lb. pkg	0.00	Each	\$ 2.1800	\$ 0.00	
6	Bread 100% Whole Wheat, Sliced, 1 lb 4oz loaf	0.00	Each	\$ 1.9700	\$ 0.00	
7	Bread - Raisin, sliced, 1 lb loaf	0.00	Each	\$ 2.8900	\$ 0.00	
8	Bread - white, sliced, 1 lb 4 oz loaf	0.00	Each	\$ 1.9400	\$ 0.00	
9	Bagels - split 6 pk - plan	0,00	Each	\$ 2,5800	\$ 0.00	
10	Bagels - split 6 pk - Blueberry	0.00	Each	\$ 2.5800	\$ 0.00	

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

Vendor Number: Vendor Alternate ID: 308091 E Bimbo Bakeries USA, Inc N DBA EarthGrains1786 Mack Smith Road D Rossville, GA 30741 ō R S Н 1 P T 0

Purchase Order Number 531052

PO Date: 02-MAR-15 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description Bagels - split 6 pk - Cinnamon raisin	Quantity 0.00	Unit Each	Unit Price \$ 2.5800	Total \$ 0.00
12	Bagels - split 6 pk - whole wheat	0.00	Each	\$ 2,5800	\$ 0.0
13	English muffins - split 6 pk plain	0.00	Each	\$ 2.2400	\$ 0.0
14	English muffins - split 6 pk whole wheat	0.00	Each	\$ 2.2400	\$ 0.0

TOTAL: \$.00

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.