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TUESDAY, DECEMBER 20, 2016
CITY COUNCIL AGENDA
6:00 PM

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

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance granting a franchise to Zayo Group, LLC for the purpose of allowing it to construct, install, and operate certain telecommunications wires and cabling within the public rights-of-way in order to provide telecommunications services within the City; setting forth conditions accompanying the grant of the franchise; providing for regulation and use of the system and the public rights-of-way in conjunction with the City's right-of-way ordinance; and prescribing penalties for the violations of the provisions herein. \(Alternate Version as a result of mediation\)](#)

PLANNING

- b. [2016-177 David Kelly and Estate of George Edwards Rogers and Valleybrook Presbyterian Church, Inc. \(R-1 Residential Zone to C-2 Convenience Commercial Zone and O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5933 Hixson Pike and a portion of 6001 Hixson Pike, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 3\) \(Recommended for approval for C-2 and recommended for denial for R-2 to O-1\) \(Alternate Version\)](#)
- c. [2016-163 Legends Holding, LLC % Clint Wofford and Hamilton County Department of Education \(R-1 Residential and C-2 Convenience Commercial Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7453 East Brainerd Road, more particularly described herein, from R-1 Residential and C-2 Convenience Commercial Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning\)](#)

Agenda for Tuesday, December 20, 2016

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- d. [2016-176 Craig Kronenberg and Bobby Joe Adamson \(R-1 Residential Zone to C-2 Convenience Commercial Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 4975 Patsy Place and 8210 Apison Pike, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone.](#) **(District 4) (Recommended for approval by Planning and Staff)**
- e. [2016-164 Charles Penn and Mayse Properties, LLC \(R-1 Residential Zone to M-2 Light Industrial Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 4132 and 4136 Caine Lane, more particularly described herein, from R-1 Residential Zone to M-2 Light Industrial Zone.](#) **(District 5) (Recommended for approval by Planning and Staff)**
- f. [2016-165 Attorney Mark A. Ramsey, Denise Furland, and Executrix of Estate of Barbara Newton \(R-1 Residential Zone and C-2 Convenience Commercial Zone to R-4 Special Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6684 East Brainerd Road, more particularly described herein, from R-1 Residential Zone and C-2 Convenience Commercial Zone to R-4 Special Zone.](#) **(District 6) (Recommended for approval by Planning and Staff) (Revised)**
- g. [2016-175 ASA Engineering % Allen Jones and 6401 Shallowford Road Partners, GP \(R-1 Residential Zone, R-2 Residential Zone, and R-4 Special Zone to R-4 Special Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 6401 and 6421 Shallowford Road, more particularly described herein, from R-1 Residential Zone, R-2 Residential Zone, and R-4 Special Zone to R-4 Special Zone, subject to certain conditions.](#) **(Alternate Version)**
- h. [2016-171 Donovan McLeon \(M-1 Manufacturing Zone to R-3 Residential Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 300 West 41st Street, more particularly described herein, from M-1 Manufacturing Zone to R-3 Residential Zone.](#) **(District 7) (Recommended for approval by Planning and Staff)**
- i. [2016-172 Renew and Randy Johnston/Mr. T's Tire, Inc. \(M-1 Manufacturing Zone to UGC Urban General Commercial Zone\)](#). [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1155 East Main Street, more particularly described herein, from M-1 Manufacturing Zone to UGC Urban General Commercial Zone.](#) **(District 8) (Recommended for approval by Planning and Staff)**

PUBLIC WORKS AND TRANSPORTATION

Transportation

- j. [MR-2016-137 Taylor Vickers \(Abandonment\). An ordinance closing and abandoning an alley off of the 300 and 400 blocks of Beck Avenue, as detailed on the attached map. \(Recommended for denial by Planning and Transportation\) \(District 2\) \(Deferred from 11/15/2016\)](#)

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

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into an agreement with and accept grant funds from the Lyndhurst Foundation to support the renovation of Miller Park, in the amount of \\$500,000.00. \(District 7\)](#)

FINANCE

- b. [A resolution authorizing the issuance and sale of an amount not to exceed \\$12 million principal amount of the City of Chattanooga, Tennessee General Obligation Bonds, Series 2017A.](#)
- c. [A resolution authorizing the issuance and sale of an amount not to exceed \\$19 million principal amount of the City of Chattanooga, Tennessee General Obligation Refunding Bonds, Series 2017B.](#)

MAYOR'S OFFICE

- d. [A resolution to adjust the Mayor's appointment terms of James Sattler to June 2, 2013 to June 1, 2018; Wilbert Roberts to June 1, 2014 to May 31, 2019; Edna Varner to June 2, 2014 to June 1, 2019; Eddie Holmes to June 1, 2016 to May 31, 2021; to reappoint James Levine with term dates of June 2, 2016 to June 1, 2021; and to appoint Carl Henderson with a term end date of October 10, 2020, with all to the Chattanooga Housing Authority Board.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the Administrator for the Department of Public Works to enter into a Memorandum of Understanding with Chattanooga Goodwill, Inc. for the collection and disposal of acceptable electronic waste.](#)

Agenda for Tuesday, December 20, 2016

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VIII. Departmental Reports:

- 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, January 3, 2017.

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

XIV. Adjournment.

Proposed City Council Purchases 12-20-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R 146280 Public Works	Purchase of Recycle and Waste Containers Public Works	-	-	Wastequip 841 Meacham Rd Statesville, NC 28677	\$125,074.56	General Fund	Purchase of Recycle and Waste Containers. This contract will utilize NJPA #060612-WQI, with Wastequip. TCA 6-56-304.2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
PO 536788 Public Works	Blanket Contract Renewal for Sanitary Sewer Installation & Repair Services Waste Resources Division	9	1	Talley Construction Co Inc 1751 McFarland Ave Rossville, GA 30741	Estimated \$1,000,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO 536788 for Sanitary Sewer Installation & Repair Services. There is one (1) renewal remaining on the contract. There were 9 direct bid solicitations and we received 1 responses in the original publically advertised bid proceedings. The solicitation was re-advertised, but no further bids were received. City Ordinance 10913 allows the award of the contract to Talley Construction Co. Inc based upon receipt of only "one" bid after the requirement has been rebid.
PO 536799 Public Works	Blanket Contract Renewal for Overhead Door Maintenance & Repair Services Waste Resources Division	8	3	King Door Co 1802 Abutment Road Dalton, GA 30721	Estimated \$40,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO 536799 for Overhead Door Maintenance and Repair Services. There is one (1) renewal remaining on the contract. There were 8 direct bid solicitations and we received 3 responses in the original publically advertised bid proceedings. King Door Co was the best bid meeting specifications.
R142772 Youth & Family Development	New Blanket Contract for Commercial Food Service Vendor Youth & Family Development	3	2	YMCA 301 West 6th Street Chattanooga, TN 37402	Estimated \$307,500 Annually	General Fund	New Blanket Contract for Commercial Food Service Vendor. There were 3 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. The YMCA was the best bid meeting specifications.



City of Chattanooga
Mayor Andy Berke

December 12, 2016

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

Subject: 146280 –Recycle and Waste Containers - Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a contract for the purchase of Recycle and Waste containers as needed by City Wide Services, Public Works Department.

This purchase is from NJPA State Contract 060612-WQI, to Wastequip, LLC. Copies of Wastequip, LLC's quotes/contract are attached. The amount of this purchase will be \$125,074.56.

I recommend approval of this purchase from Wastequip, LLC, based on the lowest bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

**Bonnie Woodard
Purchasing Director**

BW/DP



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734



WQ-10030816

Sell To:

Contact Name	Gary Franks	Ship To Name	City of Chattanooga
Bill To Name	City of Chattanooga	Ship To	740 E 12th St Chattanooga, TN 37403-3106 United States
Bill To	101 E 11th St Ste G13 Chattanooga, TN 37402-4247 United States	Customer Job Reference	Chattanooga Reqn, No: 304514 using the NJPA Contract No. 060612-WQI
Email	gfranks@chattanooga.gov		
Phone	(423) 643-6837		
Mobile	(423) 619-2692		

Quote Information

Salesperson	Tiffany Broady	Created Date	12/5/2016
Salesperson Email	tbroady@wastequip.com	Expiration Date	12/31/2016
		Quote Number	WQ-10030816 Please Reference Quote Number on all Purchase Orders
NJPA Number	21,161	NJPA Address	101 E. 11th Street
NJPA Member Since	10/1/2008	NJPA Member Type	City

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
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79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NJPA	---Body Color - (705) Blue Lid Color (705) Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body: S5954 Lid: S5957 (Pos D)	624.00	\$50.11	\$31,268.64
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Payment Terms	Net 30 Days	Subtotal	\$31,268.64
Shipping Terms	FOB Origin	Shipping and Handling	\$0.00
		Tax	\$0.00
		Grand Total	\$31,268.64

Additional Information

Additional Terms Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734



WQ-10030816

an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: <http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations -- actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toler, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information

Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toler standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.

Special Contract Information

Pricing is based on Wastequip's National Joint Powers Alliance (NJPA) Contract No. 060612-WQI as awarded on July 17, 2012. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to NJPA approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734



WQ-10030822

Sell To:

Contact Name	Gary Franks	Ship To Name	City of Chattanooga
Bill To Name	City of Chattanooga	Ship To	740 E 12th St Chattanooga, TN 37403-3106 United States
Bill To	101 E 11th St Ste G13 Chattanooga, TN 37402-4247 United States	Customer Job Reference	Chattanooga Reqn. No: 304515 using the NJPA Contract No. 060612-WQI
Email	gfranks@chattanooga.gov		
Phone	(423) 643-6837		
Mobile	(423) 619-2692		

Quote Information

Salesperson	Tiffany Broady	Created Date	12/5/2016
Salesperson Email	tbroady@wastequip.com	Expiration Date	12/31/2016
		Quote Number	WQ-10030822 Please Reference Quote Number on all Purchase Orders
NJPA Number	21,161	NJPA Address	101 E. 11th Street
NJPA Member Since	10/1/2008	NJPA Member Type	City

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841 Meacham Rd, Statesville, NC, 28677

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WQ-10030822

an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at:

<http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

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Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



841 Meacham Rd, Statesville, NC, 28677



PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10030823

Sell To:

Contact Name	Gary Franks	Ship To Name	City of Chattanooga
Bill To Name	City of Chattanooga	Ship To	740 E 12th St Chattanooga, TN 37403-3106 United States
Bill To	101 E 11th St Ste G13 Chattanooga, TN 37402-4247 United States	Customer Job Reference	Chattanooga Reg'n. No: 304516 using NJPA Contract No. 060612-WQI
Email	gfranks@chattanooga.gov		
Phone	(423) 643-6837		
Mobile	(423) 619-2692		

Quote Information

Salesperson	Tiffany Broady	Created Date	12/5/2016
Salesperson Email	tbroady@wastequip.com	Expiration Date	12/31/2016
		Quote Number	WQ-10030823 Please Reference Quote Number on all Purchase Orders
NJPA Number	21,161	NJPA Address	101 E. 11th Street
NJPA Member Since	10/1/2008	NJPA Member Type	City

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NJPA	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body: S5955 Lid: B0006	1,248.00	\$50.11	\$62,537.28
	Payment Terms	Net 30 Days	Subtotal			\$62,537.28
	Shipping Terms	FOB Origin	Tax			\$0.00
			Grand Total			\$62,537.28

Additional Information

Additional Terms Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734



WQ-10030823

<http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

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Special Contract Information

Pricing is based on Wastequip's National Joint Powers Alliance (NJPA) Contract No. 060612-WQI as awarded on July 17, 2012. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to NJPA approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



City of Chattanooga

Mayor Andy Berke

December 13, 2016

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

Subject: 536788– Blanket Contract Renewal: Sanitary Sewer Installation and Repair Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Sanitary Sewer Installation and Repair Services for the Waste Resources Division of the Public Works Department. This blanket contract with Talley Construction Co., Inc. started in February 2016 and to date has provided \$817,236 of service for the City of Chattanooga. Annual usage of this blanket contract is expected to remain approximately \$1,000,000 per year.

The original invitation to bid was sent to nine (9) vendors as well as formally advertised. One (1) response was received from Talley Construction Co., Inc. A copy of the bid is retained on file and available for review in the Purchasing Office upon request.

I recommend renewing this blanket contract with Talley Construction Co., Inc. for a one (1) year term through February 2018. There is one (1) remaining option for one (1) year contract renewal beyond 2018.

Respectfully yours,

**Bonnie Woodward
Director of Purchasing**

Purchase Order BLANKET



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

PO #
536788

V E N D O R	Vendor Number: 276964 Vendor Alternate ID: 3868 Talley Construction Co Inc 1751 Mcfarland Ave P O Box 357 Rossville, GA 30741
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PO Date: 04-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536788 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 128412 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 DESCRIPTION: This shall be a twelve (12) month blanket contract for Sanitary Sewer Installation and Repair Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. NOTES: The bid submitted by Talley Construction Company Inc. dated 1-14-16 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 later. APPROVED BY CITY COUNCIL ON FEBRUARY 2, 2016 CONTRACT BEGINNING/ENDING DATES: 2-5-2016 TO 2-5-2017 Vendor Contact: Mike Rose Phone: 706-866-0596 Fax: 706-866-0624					

***** NOTICE *****

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

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

Purchase Order BLANKET



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

536788

V E N D O R	Vendor Number: 276964 Vendor Alternate ID: 3868
	Talley Construction Co Inc 1751 Mcfarland Ave P O Box 357 Rossville, GA 30741

PO Date: 04-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536788 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Crew Superintendent/Project Manager	0.00	Hour	\$ 60.0000	\$ 0.00
2	Crew Superintendent/Project Manager (Overtime)	0.00	Hour	\$ 90.0000	\$ 0.00
3	Crew Supervisor	0.00	Hour	\$ 45.0000	\$ 0.00
4	Crew Supervisor (Overtime)	0.00	Hour	\$ 67.5000	\$ 0.00
5	Heavy Equipment Operator	0.00	Hour	\$ 30.0000	\$ 0.00
6	Heavy Equipment Operator (Overtime)	0.00	Hour	\$ 45.0000	\$ 0.00
7	Truck Driver	0.00	Hour	\$ 28.0000	\$ 0.00
8	Truck Driver (Overtime)	0.00	Hour	\$ 42.0000	\$ 0.00
9	Laborer	0.00	Hour	\$ 28.0000	\$ 0.00
10	Laborer (Overtime)	0.00	Hour	\$ 42.0000	\$ 0.00

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

Purchase Order BLANKET



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

536788

V E N D O R	Vendor Number: 276964 Vendor Alternate ID: 3868 Talley Construction Co Inc 1751 Mcfarland Ave P O Box 357 Rossville, GA 30741
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PO Date: 04-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536788 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Parts and materials 18% markup over cost	0.00	Each	\$ 1.0000	\$ 0.00
12	Excavator (70,000-90,000lbs)	0.00	Hour	\$ 85.0000	\$ 0.00
13	Crew/Support Pickup	0.00	Hour	\$ 20.0000	\$ 0.00
14	Excavator (90,000-105,000lbs)	0.00	Hour	\$ 125.0000	\$ 0.00
15	Excavator (60,000-70,000lbs)	0.00	Hour	\$ 75.0000	\$ 0.00
16	Excavator (50,000-60,000lbs)	0.00	Hour	\$ 70.0000	\$ 0.00
17	Excavator (20,000-30,000lbs)	0.00	Hour	\$ 45.0000	\$ 0.00
18	Excavator (15,000-20,000lbs)	0.00	Hour	\$ 42.5000	\$ 0.00
19	2x4 Backhoe (15,000-22,000lbs)	0.00	Hour	\$ 42.5000	\$ 0.00
20	4x4 Backhoe (15,000-22,000lbs)	0.00	Hour	\$ 42.5000	\$ 0.00

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

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Tri-axle Dump Truck (16 cu yd minimum)	0.00	Hour	\$ 82.5000	\$ 0.00
22	Tandem Axle Dump Truck (14 cu yd minimum)	0.00	Hour	\$ 82.5000	\$ 0.00
23	Single Axle Dump Truck (6 cu yd minimum)	0.00	Hour	\$ 65.0000	\$ 0.00
24	Skid Steer Loader (3000 lb operating capacity)	0.00	Hour	\$ 37.0000	\$ 0.00
25	Compact Track Loader 4200 lb (operating capacity)	0.00	Hour	\$ 42.0000	\$ 0.00
26	Compact Track Loader with Hydraulic Mulching Head Attachment	0.00	Hour	\$ 80.0000	\$ 0.00
27	Tow Behind Air Compressor (185 CFM)	0.00	Hour	\$ 17.0000	\$ 0.00
28	Jackhammer (90 lb)	0.00	Hour	\$ 4.0000	\$ 0.00
29	Trench Roller (Self Propelled)	0.00	Hour	\$ 31.0000	\$ 0.00
30	Trash Pump (3-inch)	0.00	Hour	\$ 5.0000	\$ 0.00

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Chattanooga, TN 37402

536788

V E N D O R	Vendor Number: 276964 Vendor Alternate ID: 3868
	Talley Construction Co Inc 1751 Mcfarland Ave P O Box 357 Rossville, GA 30741

PO Date: 04-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536788
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.	

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Vibratory Tamp	0.00	Hour	\$ 9.0000	\$ 0.00
32	Smooth Drum Roller (36-inch wide minimum)	0.00	Hour	\$ 47.0000	\$ 0.00
33	Straw Blower	0.00	Hour	\$ 25.0000	\$ 0.00
34	Walk-Behind Pavement Cutter	0.00	Hour	\$ 45.0000	\$ 0.00
35	Stackable Trench Box	0.00	Hour	\$ 9.0000	\$ 0.00
36	Rental equipment 18% mark-up over cost + Fuel at market price	0.00	Each	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

December 14, 2016

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

Subject: 536799– Blanket Contract Renewal: Overhead Door Maintenance and Repair Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Overhead Door Maintenance and Repair Services for the Waste Resources Division of the Public Works Department. This blanket contract with King Door Co. started in February 2016 and to date has provided \$30,073 of service for the City of Chattanooga. Annual usage of this blanket contract is expected to remain approximately \$40,000 per year.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Three (3) responses were received as shown below. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

King Door Company
J M Specialties, Inc.

Certified Door & Dock Services, LLC

I recommend renewing this blanket contract with King Door Co. for a one (1) year term through February 2018. There is one (1) remaining option for one (1) year contract renewal beyond 2018.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

Purchase Order BLANKET



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

PO #
536799

V E N D O R	Vendor Number: Vendor Alternate ID: 470134
	King Door Company 1802 Abutment Road Dalton, GA 30721

PO Date: 08-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536799 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 128304 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 DESCRIPTION: This shall be a twelve (12) month blanket contract for Overhead Door Maintenance and Repair Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. NOTES: The bid submitted by King Door Company dated 1-13-16 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 later. APPROVED BY CITY COUNCIL ON FEBRUARY 2, 2016 CONTRACT BEGINNING/ENDING DATES: 2-9-2016 TO 2-9-2016 Vendor Contact: Jeff Allen Phone: 706-278-9503 Fax: 706-279-3667					

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

536799

V E N D O R	Vendor Number: Vendor Alternate ID: 470134
	King Door Company 1802 Abutment Road Dalton, GA 30721

PO Date: 08-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536799 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

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

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	23rd Street PS - per door	0.00	Each	\$ 45.0000	\$ 0.00
2	Citico PS - per door	0.00	Each	\$ 85.0000	\$ 0.00
3	Friar Branch PS - per door	0.00	Each	\$ 85.0000	\$ 0.00
4	Orchard Knob PS - per door	0.00	Each	\$ 85.0000	\$ 0.00
5	South Chickamauga PS - per door	0.00	Each	\$ 45.0000	\$ 0.00
6	Dupont PS - per door	0.00	Each	\$ 85.0000	\$ 0.00
7	Carter Street CSO - per door	0.00	Each	\$ 85.0000	\$ 0.00
8	ML King CSO - per door	0.00	Each	\$ 45.0000	\$ 0.00
9	Warner Park CSO - per door	0.00	Each	\$ 85.0000	\$ 0.00
10	Williams Street CSO - per door	0.00	Each	\$ 45.0000	\$ 0.00

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

536799

V E N D O R	Vendor Number: Vendor Alternate ID: 470134
	King Door Company 1802 Abutment Road Dalton, GA 30721

PO Date: 08-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536799 INVOICES: Direct invoices in DUPLICATE to the invoice address shown below.
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Highland Park PS - per door	0.00	Each	\$ 85.0000	\$ 0.00
12	Warehouse - per door	0.00	Each	\$ 45.0000	\$ 0.00
13	CB-1 - per door	0.00	Each	\$ 50.0000	\$ 0.00
14	CB-2 - per door	0.00	Each	\$ 50.0000	\$ 0.00
15	Digester Building - per door	0.00	Each	\$ 45.0000	\$ 0.00
16	Influent Pump Ststion - per door	0.00	Each	\$ 50.0000	\$ 0.00
17	Lube Storage - per door	0.00	Each	\$ 50.0000	\$ 0.00
18	Blower Building - per door	0.00	Each	\$ 50.0000	\$ 0.00
19	Return Sludge - per door	0.00	Each	\$ 50.0000	\$ 0.00
20	Chlorine Building (biannual) - per door	0.00	Each	\$ 45.0000	\$ 0.00

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Chattanooga, TN 37402

536799

V E N D O R	Vendor Number: Vendor Alternate ID: 470134
	King Door Company 1802 Abutment Road Dalton, GA 30721

PO Date: 08-FEB-16 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 536799 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	I&I Building - per door	0.00	Each	\$ 40.0000	\$ 0.00
22	Plant Maintenance - per door	0.00	Each	\$ 40.0000	\$ 0.00
23	Sewer Maintenance - per door	0.00	Each	\$ 45.0000	\$ 0.00
24	O&C Building - per door	0.00	Each	\$ 50.0000	\$ 0.00
25	Non-emergency Repair - Service Call Fee	0.00	Each	\$ 85.0000	\$ 0.00
26	Non-emergency Repair - 1 Man	0.00	Hour	\$ 85.0000	\$ 0.00
27	Non-emergency Repair - 2 Men	0.00	Hour	\$ 105.0000	\$ 0.00
28	Emergency Repair - Service Call Fee	0.00	Each	\$ 115.0000	\$ 0.00
29	Emergency Repair - 1 Man	0.00	Hour	\$ 127.5000	\$ 0.00
30	Emergency Repair - 2 Men	0.00	Hour	\$ 157.5000	\$ 0.00

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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Repair Parts not covered by Annual Maint Services - 25% Markup	0.00	Each	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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Overhead Doors Maintenance & Repair – Requisition 128304

Certified Door & Dock Services LLC
7900 Hickory Hollow Lane
Chattanooga, TN 37421

King Door Company
1802 Abutment Rd.
Dalton, GA 30721

Williams Door Company
7161 Lee Highway
Chattanooga, TN 37421

Overhead Door Company of Chattanooga
4015 Dodds Ave.
Chattanooga, TN 37407

JM Specialties Inc.
2310 McCallie Ave.
Chattanooga, TN 37404

RG & Associates
1861 Polk St.
Chattanooga, TN 37408

Gladden Equipment Co.
24 W 28th St.
Chattanooga, TN 37408

Chattanooga Door Co.
5851 Fisk Ave.
Chattanooga, TN 37421

Bid Tabulation -

RFQ # 304050

Overhead Door Services

Item #	Item	King Door Co.	Certified Dock & Door	JM Specialties Inc
		Unit Price	Unit Price	Unit Price
1	23rd Street	\$45.00	\$55.00	\$150.00
2	Citico	\$85.00	\$55.00	\$200.00
3	Friar Branch	\$85.00	\$95.00	\$200.00
4	Orchard Knob	\$85.00	\$95.00	\$200.00
5	South Chickamauga	\$45.00	\$55.00	\$150.00
6	DuPont	\$85.00	\$95.00	\$200.00
7	Carter Street CSO	\$85.00	\$95.00	\$200.00
8	ML King CSO	\$45.00	\$55.00	\$150.00
9	Warner Park CSO	\$85.00	\$95.00	\$200.00
10	Williams Street CSO	\$45.00	\$55.00	\$150.00
11	Highland Park	\$85.00	\$95.00	\$200.00
12	Warehouse	\$45.00	\$55.00	\$75.00
13	CB-1	\$50.00	\$55.00	\$75.00
14	CB-2	\$50.00	\$55.00	\$75.00
15	Digester Building	\$45.00	\$55.00	\$75.00
16	Influent Pump Station	\$50.00	\$55.00	\$75.00
17	Lube Storage	\$50.00	\$55.00	\$75.00
18	Blower Building	\$50.00	\$55.00	\$75.00
19	Return Sludge	\$50.00	\$55.00	\$75.00
20	Chlorine Building	\$45.00	\$55.00	\$150.00
21	I&I Building	\$40.00	\$50.00	\$75.00
22	Oplant Maintenance	\$40.00	\$50.00	\$75.00
23	Sewer Maintenance	\$45.00	\$50.00	\$75.00
24	O&C Building	\$50.00	\$55.00	\$75.00
25	Labor (non-emergency)	\$85/\$105/\$85	\$85/\$105/\$95	\$110
26	Labor (Emergency)	\$127.5/\$157.5/\$115	\$127.50/\$157.5/\$142.5	\$180/\$240
27	% Markup on Parts	25%	25%/35%	15%

Item # 1 - 24 are per door price.



City of Chattanooga

Mayor Andy Berke

December 16, 2016

Mr. Jason McKinney
Deputy Administrator
Youth and Family Development
501 West 12th Street
Chattanooga, Tennessee 37402

Subject: 142772/304455 – Commercial Food Service Vendor – Youth and Family Development

Dear Mr. McKinney:

Council approval is recommended to issue an annual blanket contract. The proposed contract will cover food service for the Youth and Family Development Department's Child and Adult Care Food Program (CACFP). The contract term will be for twelve (12) months with the option to renew two (2) additional twelve (12) month terms.

The invitation to bid was sent to three (3) vendors as well as formally advertised. Two (2) responses were received as shown below. Copies of the actual bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidders</u>	<u>Total Price</u>
YMCA	\$307,500.00
Ovalle's Cafe	\$717,500.00

I recommend awarding this contract in the amount of \$307,500.00 to Young Men's Christian Association (YMCA) as the best bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/DP

CONTRACT

The City of Chattanooga (“Sponsor”) and Young Men’s Christian Association (“YMCA”) (“Vendor”) (collectively, the “Parties”) enter into this Contract with an Effective date of October 1, 2016, for implementation of the Child and Adult Care Food Program (“CACFP”) for at-risk youth at the Sponsor’s Youth and Family Development Centers.

WHEREAS, the facilities and capabilities of Vendor are adequate to prepare specified meals for the Sponsor’s facilities; and

WHEREAS, Vendor is willing to provide such services to Sponsor on a fixed-fee contract reimbursement basis.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the Parties agree as follows:

Vendor agrees to be bound by the Sponsor’s Standard Terms and Conditions contained in **Exhibit A** attached hereto and incorporated herein.

1. Vendor Responsibilities

A. Food Services; Term. Vendor agrees to prepare meals with or without milk or juice for Sponsor in accordance with this Contract and that meet the USDA meal pattern requirements for the CACFP in accordance with 7 C.F.R. § 226 for the period of October 1, 2016 through September 30, 2017. Vendor has attached to this Contract as **Exhibit B** the menus that were used in solicitation of this Contract. Menus may be adjusted as needed by mutual agreement of the Parties.

i. Meal Substitutions for Participants With A Disability. Vendor will provide meal substitutions or modifications for disabled participants who provide a statement from a licensed physician, physician assistant or certified nurse practitioner that they are unable to consume the regular program meals due to their disability. The statement must identify the participant’s disability, the major life activities affected by the disability, the food or foods to be omitted from the participant’s diet, and the food or choice of foods that must be substituted. Participants with disabilities may not be charged any fees for modifications or substitutions.

ii. Meal Substitutions for Participants With No Disability. Vendor will provide meal substitutions allowed in 7 C.F.R. 226.20(h) for participants who do not have a documented

disability but who are unable to eat the regular program meals due to medical or special dietary needs as documented by a statement from a recognized medical authority. The statement from the recognized medical authority must describe the medical or special dietary need, the recommended alternate foods, and be signed and dated by the recognized medical authority. The following are considered to be recognized medical authorities for this purpose: physician, physician assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, and chiropractor. Sponsor will pay the regular meal charges for meals with substitutions or modifications.

- iii. Vendor will also provide condiments, eating utensils, paper items, extra milk, and transportation containers. YMCA will be responsible for cleaning transportation containers.
- iv. Health and Sanitation. Vendor agrees that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities in which meals are prepared. Vendor will maintain applicable health certifications in all facilities in which meals are prepared. All food will be properly stored, prepared and packaged. Sponsor will not pay for meals that are unwholesome or spoiled at the time of pick-up by Sponsor, or that do not meet the meal requirements contained in this Contract.
- v. Supervision and Inspection: The Vendor will provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.
- vi. Compliance with certain CACFP requirements: Vendor agrees to buy American domestic commodities to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- vii. Invoicing. Vendor agrees to present to Sponsor an invoice, accompanied by reports, no later than the 5th day of each month that itemizes the previous month's meals prepared by Vendor. Sponsor agrees to remit payment to Vendor

within fifteen (15) days following receipt of Vendor's invoice. All invoicing shall be based on actual meals received by Sponsor. Sponsor agrees to make a one-time advance payment of \$15,000.00 for December 2016 (the "Advance Payment"). The December 2016 invoice will reflect the Advance Payment and be deducted from the total amount due. In the event this Agreement is terminated for any reason (except for the failure of Sponsor to abide by the terms of this Agreement), Vendor shall immediately reimburse Sponsor the Advance Payment. Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon pick-up time set forth in 1.B. below.

viii. Recordkeeping and Availability of Records. Vendor agrees to maintain full and accurate records, which Sponsor requires to meet its responsibility for claiming reimbursements through the CACFP. Required records include: (1) daily menu records; (2) daily quantities of food prepared, by type of meal; and (3) daily number of meals furnished, by type of meal. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to Sponsor. Vendor will submit copies of food production records to Sponsor upon request.

B. Pick-Up. Vendor will be responsible for having all meals prepared by 2:00 p.m. for pick-up by Sponsor at the Orange Grove Center Kitchen.

C. Menu Preparation. Vendor shall prepare all meals according to the menus attached to this Contract, which have been approved by Sponsor.

2. Sponsor Responsibilities.

A. Ordering. Sponsor will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders and documenting orders for pick-up by Sponsor and for ensuring that meal orders are correctly packaged for pick-up. Sponsor shall send meal orders by 5:00pm (time of day) by e-mail, telephone or in person.

B. Meal Charges and Billing. Sponsor will pay \$2.90 per meal that is picked up daily by Sponsor's designated employees or volunteers. Each meal must be counted for accuracy and the daily delivery ticket must be signed. Sponsor will pay for ordered meals that meet

CACFP meal requirements including health and sanitation standards set forth in I.A. iv above.

- C. Control of Food Service. Sponsor will maintain overall responsibility for administration of the food service in accordance with CACFP regulations and policies. Sponsor will:
- i. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Tennessee Department of Human Services.
 - ii. Ensure that the food service operation is in conformance with Sponsor's Contract with the Tennessee Department of Human Services to participate in CACFP.
 - iii. Monitor meals to ensure the food service is in conformance with program regulations.

3. Meals. Vendor will prepare all meals, according to the sample menu attached to this Contract, for after school at-risk CACFP dinners. Vendor will provide out of school time meals for breakfast and lunch when school is not in session, for holidays or in-service days. All orders must be submitted to Vendor one week in advance for these services. Vendor will be responsible for submitting to the State of Tennessee to receive the State's permission to provide breakfast and lunch during out of school time.

4. Emergencies. In the event of unforeseen emergency circumstances, Vendor will immediately notify Sponsor by telephone or e-mail of the following: (a) the impossibility of on-time availability of means; (b) the circumstances precluding pick up of the meals; and (c) a statement of whether or not succeeding service will be affected. Emergency circumstances precluding utilization of meals are the concern of Sponsor. Sponsor may cancel orders provided it gives Vendor 48 hours' notice. Adjustments for emergency situations affecting the Vendor's ability to provide meals, or Sponsor's ability to utilize meals for periods longer than 24 hours will be mutually worked out between Vendor and Sponsor.

5. Reporting: Sponsor is responsible for meal claims, reporting and audits with the State of Tennessee Department of Human Services CACFP. Vendor will submit a monthly invoice based on the delivery/pick up tickets. Each site must report the meal count to the Vendor by 5:00 p.m. each day for the upcoming day. All Monday meal counts will be based on the prior Monday unless otherwise indicated by Sponsor.

6. Nonperformance or Noncompliance. In cases of nonperformance or noncompliance on the part of Vendor, Vendor agrees to pay Sponsor for any excess costs which Sponsor may incur by obtaining meals from another source. Sponsor will notify

Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Sponsor may negotiate another contract. Vendor shall be liable for any difference in price between the original price and the new contract price.

7. Termination. Either party, may, at any time during the term of this Contract, terminate this Contract by giving the other party thirty (30) days' written notice of its intention to terminate. The Sponsor may terminate this Contract upon written notice if Vendor fails to fully comply with the terms and conditions of this Contract. All notices to the Sponsor shall be addressed to the Sponsor at the address listed on the signature page, and all notices to Vendor shall be addressed to Vendor at the address listed on the signature page.

8. Clean Air Act: The Vendor shall follow all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act which the United States Congress passed rules to curb pollution. Vendor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

9. Conflict of Interest: Vendor's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the Sponsor is related to or has any other personal or professional relationship with the Vendor and/or his/her family.

10. Certification Regarding Lobbying: The Vendor must submit and sign a certification regarding lobbying. The Vendor states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered federal actions.

11. Indemnification. Vendor shall indemnify, defend and hold Sponsor harmless against any loss or damage (including reasonable attorney's fees and costs of litigation) caused by Vendor's negligent act or omission, theft by Vendor's employees, or the negligent or intentional acts or omissions of Vendor's agents or employees. Vendor shall defend any suit against Sponsor alleging personal injury or property damage arising out of acts of Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals prepared by Vendor, and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation. Sponsor will promptly notify Vendor in writing of any claims against Vendor or Sponsor and, in the event a suit is filed, shall promptly forward to Vendor all papers in connection therewith. Vendor shall not incur any expense or make any settlement without Sponsor's consent. However, if Vendor refuses or neglects to defend any such suit, Sponsor may defend, adjust, or settle any claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees shall be charged to Vendor.

12. Availability of Funds. Sponsor will have the option of canceling this Contract if the federal government withdraws funds to support the CACFP. It is further

understood and agreed that, in the event of cancellation of this Contract, Sponsor will be responsible for meals that have already been assembled and picked up by Sponsor in accordance with this Contract.

13. Applicable Law. The laws of the State of Tennessee shall govern this Contract.

15. Nondiscrimination. Vendor agrees to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Contract on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

16. Subcontracts and Assignments. Vendor will not subcontract with any other company for the total meal, with or without milk, or for the assembly of the meal; and will not assign, without the advance written consent of Sponsor, this Contract or any interest therein. In the event of any assignment, Vendor will remain liable to Sponsor as principal for the performance of all its obligations under this Contract.

17. Construction and Effect. A waiver of any failure under this Contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Contract supersedes all prior negotiations, representations or Contracts. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. This Contract may be executed in several counterparts, each of which shall be deemed an original.

18. Amendments. The Parties cannot alter any provision in this Contract that is required by any law, rule or regulation. The Parties cannot otherwise amend or alter this Contract, except as to minor, nonsubstantive provisions or issues that do not materially affect the scope of work or the cost of the Contract. The Parties must mutually agree, in a written document signed by both parties and attached to this Contract to amend, add, or delete any provision contained herein.

CITY OF CHATTANOOGA

YOUNG MEN'S CHRISTIAN
ASSOCIATION ("YMCA")

By: _____
Print Name _____
Print Title _____
Address: _____

By: _____
Print Name _____
Print Title _____
Address: _____

Date

Date



Dedra Partridge <dpartridge@chattanooga.gov>

Food Grant Contract Awardee

1 message

Kimberly Stewart <kstewart@chattanooga.gov>

Fri, Dec 16, 2016 at 11:04 AM

To: Bonnie Woodward <woodward@chattanooga.gov>, Dedra Partridge <dpartridge@chattanooga.gov>

Cc: Greta Hayes <ghayes@chattanooga.gov>, Jason McKinney <jmckinney@chattanooga.gov>, Lurone Jennings <ljennings@chattanooga.gov>, Chris Brown <cbrown@chattanooga.gov>

We would like to award the Blanket Contract to the YMCA. This is in reference to requisition # 142772 as the commercial food service vendor.

Kimberly Stewart
Recreation Division Manager
City of Chattanooga- Youth and Family Development
1102 South Watkins Street
Chattanooga, TN 37404
Office: (423)643-6406
Fax: (423)643-6098