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TUESDAY, MAY 22, 2018
CITY COUNCIL REVISED AGENDA
6:00 PM

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

“Proclamation for Avondale YFD”
“Initiators of Tobacco Policy Change”
By Councilman Anthony Byrd

V. **Ordinances – Final Reading:**

PLANNING

- a. [2018-071 Danny White \(R-2 Residential Zone to M-4 Outdoor Industrial Use Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3439 Lightfoot Mill Road, more particularly described herein, from R-2 Residential Zone to M-4 Outdoor Industrial Use Zone, subject to certain conditions. \(Alternate Version\) \(Sponsored by Councilman Gilbert\)](#)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- b. [MR-2018-060 MAP Engineers/Napier Associates % Ken DeFoor \(Abandonment\). An ordinance closing and abandoning a portion of the 7300 block of McCutcheon Road to allow for private development, as detailed on the attached map, subject to certain conditions. \(District 4\) \(Recommended for approval by Transportation and Staff\)](#)

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

VII. **Resolutions:**

PLANNING

- a. 2017-006 MBSC Black Creek, LLC % Doug Stein/Obar Investments, LLC (Special Exceptions Permit). A resolution amending Resolution No. 28922 to incorporate the correct map attached to the resolution due to clerical error. (District 1)

POLICE

- b. A resolution authorizing the Chattanooga Chief of Police to approve and accept a grant contract with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs for the Victim of Crime Act of 1984 (VOCA) Grant, for a total amount of \$600,000.00. (Added by permission of Chairman Smith)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- c. A resolution authorizing the award of Contract No. Y-17-017-201 to JDH Company, Inc. of Chattanooga, TN, Replacement Roofing System for John A. Patten YFD Center Building, in the amount of \$314,205.00, with a contingency amount of \$30,000.00, for an amount not to exceed \$344,205.00. (District 1)
- d. A resolution authorizing the approval of Change Order No. 1 (Final) for Raines Brothers, Inc. of Chattanooga, TN, Contract No. R-17-002-201, Middle Street Office Renovation Project, for an increased amount of \$2,469.00, to release the remaining contingency amount of \$15,831.00, for a revised contract amount of \$185,629.00. (District 7)

Transportation

- e. A resolution authorizing the appointments of Rhema Harris, Tyler Lowe, and Desirae Turner as special police officers (unarmed) for the Chattanooga Area Regional Transportation Authority (CARTA), to do special duties as prescribed herein, subject to certain conditions.

YOUTH AND FAMILY DEVELOPMENT

- f. A resolution authorizing the Administrator for the Department of Youth and Family Development to accept the bid and contract with Chattanooga Junior Golfers Development Program to manage and operate the educational and leadership enrichment program for Fiscal Year 2017-2018, in the amount of \$40,000.00. (Revised)
- g. A resolution authorizing the Administrator for the Department of Youth and Family Development to accept the bid and contract with Chattanooga Football Club Foundation to manage and operate the educational and leadership enrichment program for Fiscal Year 2017-2018, in the amount of \$23,000.00. (Revised)

Revised Agenda for Tuesday, May 22, 2018

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- h. [A resolution authorizing the Administrator for the Department of Youth and Family Development to accept the bid and contract with Chattanooga Basketball to manage and operate the educational and leadership enrichment program for Fiscal Year 2017-2018, in the amount of \\$100,000.00.](#)

VIII. Purchases.

IX. Other Business.

a. City Attorney Report.

X. Committee Reports.

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

XII. Adjournment.

TUESDAY, MAY 29, 2018
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Chairman Smith).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading: (None)**
6. **Ordinances – First Reading:**

FINANCE

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 2, Section 2-400 through 2-404; 2-406 through 2-409; 2-411; 2-419; 2-420; and 2-422, relative to the Fire and Police Pension Fund.](#)

YOUTH AND FAMILY DEVELOPMENT

- b. [An ordinance amending Chattanooga City Code, Part II, Chapter 26, Sections 26-26, 26-27, 26-34, and 26-35, relative to fee changes.](#)

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Administrator for the Department of Economic and Community Development to reallocate \\$15,000.00 from General Funds to Family Promise to meet the shelter needs of veterans in the program.](#)

POLICE

- b. [A resolution authorizing the retirement of K-9 Duco as a service dog.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- c. [A resolution authorizing the approval of Change Order No. 2 relative to Contract No. W-15-009-101 with CDM Smith, Inc., MBWWTP Control Room Upgrades, a Consent Decree Project, for an increased amount of \\$58,310.00, for a revised contract amount of \\$402,845.00. \(District 1\) \(Consent Decree\)](#)

Transportation

- d. [A resolution authorizing property owner, Thomas L. Johnson, to use temporarily the City-owned property located along the northern side of 1251 Market Street for a covered patio restaurant seating area, including an awning and a railing encompassing the seating area, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 7\)](#)

8. Purchases.

9. Other Business.

10. Committee Reports.

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

12. Adjournment.

Proposed City Council Purchases 5-22-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R123091 Public Works	New Blanket Contract for Playground & Outdoor Fitness Equipment and Services- City Wide-Parks Division	-	-	Game Time Inc. 150 Playcore Drive SE Fort Payne, AL 35967	Estimated \$250,000 Annually	General Fund	New Blanket Contract for Playground & Outdoor Fitness Equipment and Services- City Wide- Parks Division. This purchase utilizes the U.S. Communities Contract No. 2017001134. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
PO543534 Public Works	Blanket Contract Renewal for Tree Planting Services	7	4	Mountain City Landscape Inc. 4165 South Creek Road Chattanooga, TN 37406	Estimated \$37,000 Annually	General Fund	Blanket Contract Renewal of PO543534 for Tree Planting Services for Local Pickup-City Wide Services. There were 7 direct bid solicitations and we received 4 responses in the publicly advertised bid proceedings. Mountain City Landscape, Inc. was the best bid meeting specifications.
PO543750 Public Works	Blanket Contract Renewal for Alarm Monitoring Services & Supplies-Facilities Management Division	9	3	Action Alarms of Chattanooga, Inc. 1601 Old Lafayette Road Fort Oglethorpe, GA 30742	Estimated \$80,000 Annually	General Fund	Blanket Contract Renewal of PO543750 for Alarm Monitoring Services & Supplies- Facilities Management Division. There were 9 direct bid solicitations and we received 3 responses in the publicly advertised bid proceedings. Action Alarms of Chattanooga, Inc. was the best bid meeting specifications.
PO547168 Public Works	Blanket Contract for Firefighter's Protective Clothing	-	-	North Alabama Fire Equipment Inc. 1515 W. Moulton St. Decatur, AL 35601	New Estimated \$735,000 Annually	General Fund	Increase of \$480,000 to Blanket PO547168 for Firefighter's Protective Clothing. This change order is necessary to encompass payments through the end of the current contract term ending of the current fiscal year.
R167949 & R305065 Public Works	Purchase of Butterfly Valves- Waste Resources Division	9	6	Consolidated Pipe & Supply 1332 Stuart Street Chattanooga, TN 37406	\$82,915.60	General Fund	Purchase of eighteen (18) Butterfly Valves. There were 9 direct bid solicitations and we received 6 responses in the publicly advertised bid proceedings. Consolidated Pipe & Supply was the best bid meeting specifications.
PO520703 Information Technology	Blanket Contract Renewal for Verizon Wireless High Speed & Cell Voice and Data Services	-	-	Verizon Wireless 5959 Shallowford Road Chattanooga, TN 37421	Estimated \$500,000 Annually	General Fund	Blanket Contract Renewal of PO520703 for Verizon Wireless High Speed & Cell Voice and Data Services. This renewal is through May 2019. TCA 6-56-304-2 allowed for this single source purchase, exempted from usual advertising and bidding requirements.
PO532250 Purchasing Division	Blanket Contract Renewal for Staples- Office Supplies and Toner	-	-	Staples PO Box 405386 Atlanta, GA 30384	Estimated \$450,000 Annually	General Fund	Blanket Contract Renewal of Pistol PO532250 for Staples- Office Supplies and Toner. This contract will utilize the National Joint Power Alliance (NJPA). TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.



City of Chattanooga

Mayor Andy Berke

May 16, 2018

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

**Subject: R123091– Playground & Outdoor Fitness Equipment and Services –
City Wide – Parks Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a twelve (12) month blanket contract for Playground & Outdoor Fitness Equipment and Services with the option for two (2) additional two (2) twelve month terms for an estimated \$250,000.

This contract will utilize the U.S. Communities Contract No. 2017001134 with Game Time, Inc. U.S. Communities is a national cooperative purchasing program that combines the purchasing power of over 55,000 members. A copy of the U.S. Communities Contract is attached. The start date will be July 1, 2018 and end June 30, 2019 to coincide with the U.S. Communities contract.

TCA 6-56-304.2 allows this single source blanket contract exempted from the usual advertising and bidding requirements. Bid is retained on file in the Purchasing Office for your review upon request.

I recommend approval of this blanket contract to Game Time, Inc, 150 Playcore Drive SE, Fort Payne, AL 35967, through U.S. Communities based on the cooperative purchase stated above for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

[PRODUCTS & SOLUTIONS](#)
[CONTRACT DOCUMENTS](#)

GameTime Contract

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Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- [Facilities](#)
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- [Specialty](#)
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Lead Agency:

City of Charlotte, NC

Contract Number:

2017001134

5 year initial term, July 1, 2017 – June 30, 2022
Option to renew for (2) additional (2) year periods



Contract Updates

Contract Amendment 2 added on April 10, 2018

Contract Documents:

- [GameTime Contract 2017001134](#)
- [Contract Amendments](#)

RFP Documents:

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

Postings

Number of suppliers who responded to RFP: 5

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Jan 25, 2017 – Mar 16, 2017
Onvia/DemandStar	Jan 25, 2017 – Mar 16, 2017
City of Charlotte, NC	Jan 25, 2017 – Mar 16, 2017
Canadian MERX Public Tenders	Jan 25, 2017 – Mar 16, 2017
State of Hawaii and Oregon	Jan 25, 2017 – Mar 16, 2017
Oregon Association of Counties	Jan 25, 2017 – Mar 16, 2017

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- [Program Overview](#)
- [How It Works](#)
- [FAQs](#)

Why Use U.S. Communities

- [What Makes Us Different](#)
- [Webinars & Events](#)
- [Supplier Commitments](#)

Discounts on Brands

- [Products & Suppliers](#)
- [Online Marketplace](#)
- [Solicitations](#)

Over 55,000 agencies trust U.S.

- [Who Uses U.S. Communities?](#)
- [Cooperative Standards](#)
- [State Statutes](#)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INCLUSION to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment; the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
 - Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 13 "General Warranties"
 - Section 14 "Additional Representations and Warranties"
 - Section 22 "Guarantee"
 - Section 28 "Other Remedies"
 - Section 29 "Termination"
 - Section 33 "Insurance"
 - Section 34 "Indemnification"
 - Section 39 "Notices"
 - Section 42 "Confidentiality"
 - Section 45 "Miscellaneous"
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: *Robert V. Barron*

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. OF SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: *Landy Harrington*

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: *Christee Gibson*

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 5/11/17



City of Chattanooga

Mayor Andy Berke

May 14, 2018

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

Subject: Contract Renewal of Blanket 543534 – Tree Planting Services – Public Works/
City Wide Services

Dear Mr. Holland;

Council approval is recommended to renew blanket contract 543534 for Tree Planting Services as needed by the Public Works Department/ City Wide Services Division. The City of Chattanooga is exercising the option to renew this contract for an additional twelve (12) months through May, 2019. The estimated annual expenditure under this contract is \$37,000.00.

The invitation to bid was sent to seven (7) vendors as well as formally advertised. Four (4) responses were received. The bids are retained in the Purchasing Office for review upon request. A copy of Blanket Contract 543534 is attached.

I recommend renewing this blanket contract with Mountain City Landscape, Inc., 4165 South Creek Road, Chattanooga, TN 37406, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dp
Attachments



City of Chattanooga
Mayor Andy Berke

April 30, 2018

Mountain City Landscape, Inc.
Attn: Wes Kelley
4156 South Creek Road
Chattanooga, TN 37406

Subject: 543534 - Renewal For Tree Planting Service – Public Works/City Wide Services

Dear Mr. Kelley:

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

By mutual agreement, the extended contract date will be May 13, 2019. Please sign below and return by fax or e-mail if you are in agreement with the contract renewal.

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

Signed: Wes Kelley 5-10-18

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 706181 Mountain City Landscape, Inc 4156 S Creek Road Chattanooga, TN 37406
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PO Date: 12-MAY-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 543534 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.: 148564 Ordering Dept.: Public Works/Forestry Division Buyer: Dedra Partridge Phone No.: (423) 643-7237 dpartridge@chattanooga.gov Items Being Purchased: Tree Planting Services This Shall Be A Twelve (12) Month Blanket Contract To Supply Tree Planting Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Wes Kelley (423) 903-2067 mountaincitylandscape@yahoo.com City Contact: Gene Hyde (423) 643-6839 Contract Term: May 15, 2017 thru May 14, 2018 Approved By Council On April 25, 2017					

CB Woodward
5/30/17

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 706181
	Mountain City Landscape, Inc 4156 S Creek Road Chattanooga, TN 37406

PO Date: 12-MAY-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 543534 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	Planting of Trees in new sites, including addition of soil amendments and weed-eater guards	0.00	Each	\$ 80.0000	\$ 0.00
2	Planting of replacement trees, including removal of existing trees	0.00	Each	\$ 95.0000	\$ 0.00
3	Planting of replacement trees, including replacement of soil.	0.00	Each	\$ 190.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

May 16, 2018

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

**Subject: Contract Renewal of Blanket PO No. 543750 – Alarm Monitoring Services & Supplies
– Facilities Management Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 543750 for Alarm Monitoring Services & Supplies, Facilities Management Division, Public Works Department. The City of Chattanooga is renewing the first (1st) renewal option for twelve (12) months through May 31, 2019, with one (1) renewal options remaining for an estimated annual amount of \$80,000. A copy of the signed letter from vendor and a copy of the contract is enclosed.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from three (3) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 543750 for Alarm Monitoring Services & Supplies to Action Alarms of Chattanooga, Inc, 1601 Old Lafayette Road, Fort Oglethorpe, GA 30742.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



City of Chattanooga
Mayor Andy Berke

April 5, 2018

Action Alarms of Chattanooga Inc.
Attn: Linda Morgan
1601 Old Lafayette Road
Fort Oglethorpe, GA 30742

Subject: 543750 – Alarm Monitoring & Service

Dear Ms. Morgan:

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

The new expiration date will be May 31, 2019.

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

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

Signed. _____

Date: _____

4-5-18

Sincerely,

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid# No.: 148785 / 304591 Ordering Dept.: Building Maintenance Division, Public Works, City Wide Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Alarm Monitoring Services & Supplies ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Alarm Monitoring, Repairs, Maintenance, and Supplies for various locations within the City of Chattanooga. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. PLEASE NOTE: Buildings are being purchased and sold by the City of Chattanooga, so there will be times when a location will need to be added. Per specification, the vendor will need to notify purchasing when you are servicing a new location so line can be added to the Blanket PO. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742	PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750	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
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Requester	Requisition Number	Bid Number																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tr> <td colspan="6"> QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. </td> </tr> <tr> <td colspan="6"> Purchase Order issued in accordance with Action Alarms of Chattanooga, Inc. Bid received on May 10, 2017 is hereby made part of this contract. </td> </tr> <tr> <td colspan="6"> City Council approved on May 23, 2017 </td> </tr> <tr> <td colspan="6"> Contract dates: June 1, 2017 to May 31, 2018 </td> </tr> <tr> <td colspan="6"> Vendor Contact: Linda Morgan Phone No.: 706-861-8602 Fax No.: 706-861-8608 E-mail: actionalarms@comcast.net </td> </tr> <tr> <td colspan="6"> The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation. </td> </tr> <tr> <td colspan="2"> Representative: <u><i>L. Morgan</i></u> </td> <td colspan="4"> Agreed to and accepted by: </td> </tr> <tr> <td colspan="2"> Title: <u>CFO</u> </td> <td colspan="4"> CITY OF CHATTANOOGA, TENNESSEE </td> </tr> <tr> <td colspan="2"> Date: <u>5-26-17</u> </td> <td colspan="4"> Name/Title: <u>Mark McKeel, Buyer</u> </td> </tr> <tr> <td colspan="2"></td> <td colspan="4"> Department: <u>PURCHASING</u> </td> </tr> </table>	Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.						Purchase Order issued in accordance with Action Alarms of Chattanooga, Inc. Bid received on May 10, 2017 is hereby made part of this contract.						City Council approved on May 23, 2017						Contract dates: June 1, 2017 to May 31, 2018						Vendor Contact: Linda Morgan Phone No.: 706-861-8602 Fax No.: 706-861-8608 E-mail: actionalarms@comcast.net						The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.						Representative: <u><i>L. Morgan</i></u>		Agreed to and accepted by:				Title: <u>CFO</u>		CITY OF CHATTANOOGA, TENNESSEE				Date: <u>5-26-17</u>		Name/Title: <u>Mark McKeel, Buyer</u>						Department: <u>PURCHASING</u>			
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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 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	Maintenance for Listed and Future Monitoring Sites; Hourly Rate	0.00	Hour	\$ 40.0000	\$ 0.00
2	Supplies for Listed and Future Monitoring Sites; Cost + 20 % over Vendor Cost	0.00	Each	\$ 1.0000	\$ 0.00
3	Cellular Communicator; One Time Charge per Location	0.00	Each	\$ 212.0000	\$ 0.00
4	Monthly Cellular Fee	0.00	Month	\$ 3.9000	\$ 0.00
5	Additional / Future Monitoring Sites & Services - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
6	Avondale Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
7	Brainerd Golf Course - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
8	Brainerd Pool - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
9	Brainerd Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
10	Brown Acres Golf Course - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Bushtown / Carver Recreation Center (2 Units) - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
12	Caruthers Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
13	Carver Pool - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
14	Chattanooga Public Library; Main Downtown - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
15	Chattanooga Public Library; Northgate Branch - Month Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
16	Chattanooga Public Library; South Chattanooga Branch - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
17	City Council Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
18	City Hall Annex - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
19	City Wide Services; Tool Room - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
20	Coolidge Park; Carousel - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Coolidge Park; Maintenance Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
22	Coolidge Park; Reservations Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
23	Coolidge Park; Walker Pavillion - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
24	East Chattanooga Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
25	Eastdale Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
26	East Lake Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
27	East Lake Senior Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
28	Fleet Management; 12th Street Garage - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
29	Francis B. Wyatt Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
30	Glenwood Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Greenway Farm - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
32	Heritage House - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
33	Highland Park - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
34	Hixson Community Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
35	Internal Audit Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
36	John A. Patton Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
37	Missionary Ridge Community Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
38	North Chattanooga Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
39	North River Civic Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
40	Paul Clark Building - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	Police; 11th Street Precinct, Onion Bottom - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
42	Police; Impound Lot - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
43	Police; Narcotics Division - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
44	Police; Property Division - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
45	Ringgold Pump Station - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
46	Riverwalk Extension - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
47	Shepherd Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
48	Skate Part - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
49	South Chattanooga Pool - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
50	South Chattanooga Prevention & Youth Development - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
51	South Chattanooga Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
52	Summit of Baseball; Maintenance Complex - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
53	Summit of Baseball; Blue Complex - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
54	Summit of Baseball; Green Complex - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
55	Summit of Baseball; Red Complex - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
56	Traffic Operations; Public Works - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
57	Tyner Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
58	Warner Park; Frost Stadium - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
59	Warner Park; Old Cook Field Ballfields (Quad Park) - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
60	Washington Hills Recreation Center - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

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

V E N D O R	Vendor Number: 548908 Vendor Alternate ID: 6373 Action Alarms Of Chattanooga Inc Sales Service 1601 Old Lafayette Rd Fort Oglethorpe, GA 30742
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PO Date: 26-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 543750 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
61	Watkins Street Building (5 Units) - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
62	Welding / Mechanic Shop - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00
63	Youth & Family Development - Monthly Monitoring	0.00	Month	\$ 10.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

May 15, 2018

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

Subject: Blanket Contract No. 547168 – Firefighter’s Protective Clothing – Chattanooga Fire Department

Dear Chief Hyman:

Council approval is recommended to issue a Change Order to PO 547168, awarded to North Alabama Fire Equipment Company (NAFECO). The change order will increase the estimated annual expenditure amount from \$255,500.00 to \$735,500.00, increase will allow the department to begin buying a second set of turnouts for all 429 fighters, within the current fiscal year.

This contract change with the Fire Department increases the total contract by \$480,000.00 and is necessary in order to encompass payments through the end of the current fiscal year.

Current Contract Term (Council approval January 9, 2018)	\$ 255,500.00
Change Order 1 Increase Amount	\$ 480,000.00
New Annual Expenditure Amount	\$ 735,500.00

I recommend issuing this Change Order to increase the present contract amount to \$735,500.00.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/dp

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 825192 North America Fire Equipment Co Inc 1515 W Moulton St Decatur, AL 35601
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PO Date: 18-JAN-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 547168 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.: 162639 Ordering Dept.: Chattanooga Fire Department Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Firefighter's Protector Clothing This Shall Be A Twelve (12) Month Blanket Contract To Supply Firefighter's Protective Clothing. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Ronald Woodall (256) 353-7100 (256) 355-0852 ronald.woodall@nafeco City Contact: Vanessa Meyer (423) 643-5688 vmeyer@chattanooga.gov Contract Term: January 18, 2018 thru January 17, 2019 Approved By City Council On January 9, 2018					

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 825192
	North America Fire Equipment Co Inc 1515 W Moulton St Decatur, AL 35601

PO Date: 18-JAN-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 547168 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	Fire fighter's protective coats, Lion Janesville, per attached specs. No substitutions.	0.00	Each	\$ 1,419.0000	\$ 0.00
2	Fire fighter's protective pants, Lion Janesville, per attached specs. No Substitutions.	0.00	Each	\$ 1,045.0000	\$ 0.00
3	Fire fighter's protective suspenders, Lion Janesville, per attached specs. No Substitutions.	0.00	Each	\$ 37.0000	\$ 0.00
4	Fire fighter's protective clothing, optional lettering, with fire fighter's last name on hanging patch, per attached specs. No Substitutions.	0.00	Each	\$ 54.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

May 16, 2018

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

Subject: 167949 / 305065 – Butterfly Valves – Waste Resources Division –
Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the purchase of eighteen (18) Butterfly Valves for Waste Resources Division, Public Works Department.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Six (6) 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. Alternate proposed brands were confirmed as acceptable in this solicitation process

<u>Bidder</u>	<u>Bid</u>
Guthrie Supply & Service (Incomplete)	\$ 81,382.00
Consolidated Pipe & Supply (DeZurik – Alternate)	\$ 82,915.60
Ferguson Waterworks (DeZurik)	\$ 93,227.00
Consolidated Pipe & Supply (Pratt)	\$ 95,701.00
Southern Sales Company (Pratt)	\$104,710.00
Water Technology Resources Inc (Zheng)	\$277,300.00

Page 2
Butterfly Valves

I recommend awarding this purchase to Consolidated Pipe & Supply, 1332 Stuart Street, Chattanooga, TN 37406 in the amount of \$82,915.60. Guthrie Supply & Service did not bid the 150# Red Rubber Gaskets and the Engineer / Technician Instructional Set Up, thus could not be evaluated properly. Therefore, Waste Resource Division recommends awarding this purchase to Consolidated Pipe & Supply, who offers the best value bid which meets the specifications for the City of Chattanooga.

Respectfully yours,



Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Item #	Item	Quantity	Guthrie Supply & Service Unit Price	Bid: Vat-Matic as an equal Total Price	Water Technology Resources Inc. Unit Price	Consolidated Pipe & Supply Total Price	Consolidated Pipe & Supply Unit Price	Consolidated Pipe & Supply Total Price	Alternate Bid: Dezuruk Valve Total Price	Southern Sales Company Unit Price	Ferguson Waterworks Unit Price	Total Price
1	30" Henry Pratt 301FF-0542-SSLNP4 BRV, CI Body, Extender, Flanged	14	\$ 5,127.00	\$ 71,778.00	\$ 16,800.00	\$ 235,200.00	\$ 5,472.00	\$ 76,608.00	\$ 65,560.00	\$ 5,665.00	\$ 4,870.00	\$ 81,943.00
2	Pratt Engineer / Technician Instructional Start Up Kit for 30" Butterfly Valve - 150# Red Rubber Gasket	1	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 2,595.00	\$ 2,595.00	\$ 1,575.00	\$ 2,500.00	\$ 1,335.00	\$ 2,500.00
3	Set w/Zinc Plated Hardware	28	\$ -	\$ -	\$ 250.00	\$ 7,000.00	\$ 133.50	\$ 3,738.00	\$ 3,738.00	\$ 314.00	\$ 349.00	\$ 4,391.00
4	Kit for 24" Butterfly Valve - 150# Red Rubber Gasket	8	\$ -	\$ -	\$ 250.00	\$ 2,000.00	\$ 86.00	\$ 688.00	\$ 688.00	\$ 176.00	\$ 269.00	\$ 1,133.00
5	24" Henry Pratt 241FF-0542-SSLNP4 BFV, CI Body, DI Disk, 150# Butterfly Valve, 304SS Shaft, Epoxy Extender, Flanged	4	\$ 2,401.00	\$ 9,604.00	\$ 7,400.00	\$ 29,600.00	\$ 3,018.00	\$ 12,072.00	\$ 11,354.00	\$ 3,175.00	\$ 2,947.00	\$ 18,198.00
TOTAL:				\$81,382.00		\$277,300.00		\$95,701.00	\$82,915.60		\$104,710.00	\$93,227.00

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

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

Piping supply
3008 N. Hickory Blvd.
Chattanooga, TN 37406

Applied Valve Technology, Inc
142 Latta Street
Chattanooga, TN 37406

Consolidated Pipe & Supply
1332 Stuart Street
Chattanooga, TN 37405

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

Southern Sales Company, Inc
2937 Kraft Drive
Nashville, TN 37204

Charles Finch Valve
P.O. Box 2240
Woodstock, GA 30188

BID SOLICITATION



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

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

BID NUMBER: 305065

SEALED BIDS

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

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 167949 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 ***** DESCRIPTION: Eighteen Pratt Butterfly Valves per specifications ***** ATTACHMENTS: - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON APRIL 18, 2018 ***** ***** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305065) ON OUTSIDE PACKAGING ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. ***** NOTE: All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. ***** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name <u>Consolidated pipe & supply</u> Address <u>1332 Stuart Street</u> Phone/Toll-Free No. <u>423 493 9500</u> Fax No. <u>423 493 9502</u> E-Mail Address <u>c.patty@consolidatedpipe.com</u> Contact Person's Name <u>Cobie Patty</u> Estimated Delivery _____ Minority-Owned Business ___ Small Business ___ Veteran ___ Minority Woman Owned Business ___ Disabled Veteran ___ Women-Owned Business ___					

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

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

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

COMPANY: Consolidated pipe & supply #11
 SIGNATURE: C. PATTY
 NAME AND TITLE: Cobie Patty - Sales

TERMS OF PAYMENT: Net 30
 TELEPHONE NUMBER: 423 493 9500

BID SOLICITATION



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

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

BID NUMBER: 305065

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

SEALED BIDS

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

VENDOR

RFQ

MAIL TO

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	30" HENRY PRATT 301FF-0542-SSLNPA BFV, CI BODY, DI DISK, 150# BUTTERFLY VALVE, 304SS SHAFT, EPOXY EXTERIOR, FLANGED	14	Each	<u>5472.00</u>	<u>76,608.00</u>
2	PRATT ENGINEER / TECHNICIAN INSTRUCTIONAL START UP	1	Each	<u>2595.00</u>	<u>2595.00</u>
3	KIT FOR 30" BUTTERFLY VALVE - 150# RED RUBBER GASKET SET W/ZINC PLATED HARDWARE	28	Each	<u>133.50</u>	<u>3,738.00</u>
4	KIT FOR 24" BUTTERFLY VALVE - 150# RED RUBBER GASKET SET W/ZINC PLATED HARDWARE	8	Each	<u>86.00</u>	<u>688.00</u>
5	24" HENRY PRATT 241FF-0542-SSLNP4 BFV, CI BODY, DI DISK, 150#, 304 SS SHAFT, EPOXY EXTERIOR, FLANGED BUTTERFLY VALVES	4	Each	<u>3018.00</u>	<u>12,072.00</u>
	<i>Alternate Bid Dezurik:</i>				
	30" Dezurik 150# Flg'd Butterfly Valve BAW, 30, F1, CI, NBRN-NBR 150B DI-S1, S30SCO 6S-12A-HP36	14	EACH	<u>4,682.90</u>	<u>65,560.60</u>
	Dezurik Daily Startup FEE	1	EACH	<u>1,575.00</u>	<u>1,575.00</u>
	24" Dezurik 150# Flg'd Butterfly Valve BAW, 24, F1, CI, NBRN-NBR 150B DI-S1 S30SCO 6S-12A-HD20	4	EACH	<u>2,838.50</u>	<u>11,354.00</u>

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

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

TERMS OF PAYMENT: Net 30
TELEPHONE NUMBER: 423 493 9500

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

COMPANY: Consolidated Pipe & Supply
SIGNATURE: C. Patten
NAME AND TITLE: Cole Patten Sales

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Cole Patty (Vendor Agent name), states that:

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

pipe and supply company inc. (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305065, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

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

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

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

Submitter Signature:

C. Patty

Printed Name:

Cole Patty

Title: Sales

Date: 4-17-18

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

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

(SIGNED)

C. Patty

(PRINTED NAME)

Cole Patty

(BUSINESS NAME)

Consolidated pipe & supply

(DATE)

4-17-18

For further information, please see website:

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

Affirmative Action Plan

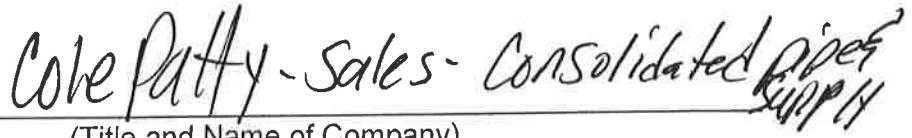
The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

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

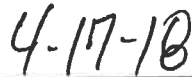
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.



(Signature of Contractor)



(Title and Name of Company)



(Date)



City of Chattanooga

Mayor Andy Berke

May 16, 2018

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

Subject: PO520703 – Blanket Contract Renewal – Verizon Wireless High Speed & Cell Voice and Data Services – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew Blanket PO 520703 for Verizon Wireless High Speed & Cell Voice and Data Services. The contract term will be for twelve (12) months ending May 31, 2019, with no option to renew. The estimated annual spend for this contract is \$500,000.00.

I recommend renewing Blanket PO 520703 for Verizon Wireless High Speed & Cell Voice and Data Services to Verizon Wireless Services LLC.

This contract utilizes the State of Tennessee Statewide Contracts 321-26429 and 3830-32050. Copies of each TN SWC and the blanket contract are attached for your review.

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

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

Verizon Wireless, 5959 Shallowford Road, Suite #109, Chattanooga, TN 37421

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 376750 Vendor Alternate ID: 12518 Verizon Wireless Adam Cline5959 Shallowford Rd #109 Chattanooga, TN 37421
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PO Date: 29-APR-13 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 520703 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.: 74988 Ordering Dept.: Information Services Buyer: Sharon Lea Email: slea@chattanooga.gov Phone No.: 423-643-7235 Verizon Wireless Cellular Devices (SWC 321-26429) and Wireless High Speed (SWC 3830-32050) This Shall Be A Twelve (12) Month Blanket Contract To Supply the City of Chattanooga with Cellular Devices and Wireless High Speed. The Contract Term May Be Renewed For An Additional One (1) 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. Purchase Order issued in accordance with Verizon Wireless using the State of Tennessee Statewide Contracts SWC 321-26429 and SWC 3830-32050. ***** Vendor Contact: Kristen Hayes kristen.hayes@verizonwireless.com Phone: 423-667-1101 ***** Original Contract Term: 5/01/2013 - 5/31/2014 With One (1) Additional Twelve (12) Month Renewable Term Annual Estimated Spend: \$1,000,000.00 Approved by City Council: 4/09/2013 ***** Renewed for Additional Term: 6/01/2014 - 5/31/2015 Annual Estimated Spend: \$500,000.00 Approved by City Council: 6/10/2014 ***** Amendment One (1) of TN SWC'S 321-26429 & 3830-32050 Term of Contract: Contract End Date Extended to 5/31/2018 Effective: 6/1/2015 ***** Renewed for Additional Term: 6/1/2015 - 5/31/2016 With Two (2) Additional Twelve (12) Month Renewable Terms Annual Estimated Spend: \$500,000.00 Approved by City Council: 6/16/2015 *****					

***** 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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 376750 Vendor Alternate ID: 12518 Verizon Wireless Adam Cline 5959 Shallowford Rd #109 Chattanooga, TN 37421
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PO Date: 29-APR-13 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 520703 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
Renewed for Additional Term: 6/1/2016 - 5/31/2017 With One (1) Additional Twelve (12) Month Renewable Term Annual Estimated Spend: \$500,000.00 Approved by City Council: 3/29/2016					

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 376750 Vendor Alternate ID: 12518 Verizon Wireless Adam Cline5959 Shallowford Rd #109 Chattanooga, TN 37421
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PO Date: 29-APR-13 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate

Purchase Order Number 520703
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
***** THIS IS A REVISION TO A PRIOR ORDER *****					
Renewed for Additional Term: 6/1/2017 - 5/31/2018 With No Option to Renew TN SWC's Expire 5/31/2018 Annual Estimated Spend: \$500,000.00 Approved by City Council: 5/23/2017 *****					

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: 376750 Vendor Alternate ID: 12518 Verizon Wireless Adam Cline5959 Shallowford Rd #109 Chattanooga, TN 37421
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PO Date: 29-APR-13 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate

Purchase Order Number 520703
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Wireless High Speed Service (SWC 3830-32050)	0.00	Dollar	\$ 1.0000	\$ 0.00
2	Verizon Wireless Cellular Devices (SWC 321-26429) - Not Including No-Charge Items	0.00	Dollar	\$ 1.0000	\$ 0.00
3	Verizon Wireless Cellular Devices (SWC 321-26429) - No Charge Items (Aircards, Replacement Devices, Etc.)	0.00	Dollar	\$ 0.0000	\$ 0.00
4	Verizon Wireless Cellular Devices (SWC 321-26429) - Not Including No-Charge Items	0.00	Dollar	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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Central Procurement Office - Statewide Contracts

Welcome to Supplier Portal



Statewide Contract Number	Statewide Contract Name	Contract Beginning Date	Expire Date	Supplier Name	Edison Contract Number	Contract Documents	Line Items	Contract eligible - Local Gov
1 321	Wireless Communications Device	06/01/2011	05/31/2019	Verizon Wireless Services, LLC	00000000000000000000000000000000			<input checked="" type="checkbox"/>

Personalize Find First 1 of 1 Add



City of Chattanooga

Mayor Andy Berke

May 15, 2018

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

Subject: PO532250 – Blanket Contract Renewal – Staples – Office Supplies and Toner – City Wide Blanket Contract

Dear Ms. Sullivan:

Council approval is recommended to renew the Blanket PO 532250 for Office Supplies and Toner. This blanket contract will utilize National Joint Power Alliance (NJPA) Contract No. 010615-SCC with Staples Advantage. The blanket contract renewal will be just over a year, in order to allow our contract term to coincide with the NJPA Contract term from May 14, 2018, to July 31, 2019. The estimated spend for this contract is \$450,000. A copy of the blanket contract and NJPA contract are enclosed.

I recommend renewing the City Wide Blanket PO 532250 for Office Supplies and Toner with Staples Advantage, PO Box 405386, Atlanta, GA 30384.

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

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mh
Attachments

2015 Awards



Staples Advantage

Notice of New NJPA / Staples Advantage Office Supplies Contract #010615 Effective 8/1/2015.

NJPA is pleased to announce Staples Advantage as the awarded office & classroom supplier for NJPA under nationally solicited contract #010615. Staples Advantage has proven to work collaboratively with our members to efficiently manage procurement solutions with the lowest total delivered cost. Staples Advantage is committed to making it easy for NJPA members to buy office products, school supplies, technology essentials, janitorial, breakroom, safety, furniture and many other business products and services. Staples Advantage is also focused on providing NJPA Members the highest level of quality products, service and dedication that you expect and deserve. You can expect your Staples Advantage account management team to constantly monitor, refine and enhance your program for your greatest gain throughout the life of your program. This new contract includes a number of enhancements and product inclusions that will further benefit existing and new NJPA members. With national buying power, local sales teams, retail stores in many major markets, a dynamic contract website, reliable delivery, and many more benefits, this contract offers a true ADVANTAGE for our NJPA members.

NOTE: Current Contract #031210 will run through its full term 7/31/15, New Contract #010615 will be effective 8/1/15 for seamless access to the NJPA Awarded Contract through Staples Advantage.

Contract 010615-SCC

Don Hasch | 714-868-4274

njpa@staples.com | www.staplesadvantage.com/njpa



NJPA CONTRACT #010615
OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES

Contract Owner - National Joint Powers Alliance (NJPA) Website: www.njpacoop.org In order to access the pricing and terms of this contract an agency must be a registered member of NJPA. Membership is free and the simple enrollment application can be completed online at the NJPA website.

Contract Term - August 1, 2015 – July 31, 2020 (including the 1 year optional extension)

Single Awardee - Staples Contract & Commercial, Inc, operating as Staples Advantage

Products Included - Office, Classroom, Toner, Paper, Managed Print Services (MPS), Technology, Facilities, Safety, and Transactional Furniture. Also, Custom Print, Promotional products, Digital Copy, and specials plus additional incidental items included as "Sourced Goods". Lease/service contract options for Coffee, Water, Ware Wash, and MPS are also included in this offering.

Pricing:

- Hot List
 - Net Priced: Approximately 1,800 items (subject to change per contract terms)
 - Primarily paper, petroleum-based and other industry-related products with potentially volatile pricing due to product content and/or manufacturing processes
 - Staples may request a price change adjustment for Hot List Pricing items by submitting to NJPA, no more than once a calendar quarter, a request for price adjustment(s). Although pricing/product change does not have to take effect on the start of the calendar quarter.
 - Price changes require NJPA approval.
- Core List
 - Net Priced: Approximately 20,000 items. Primarily In-stock Office, Classroom, Technology and Facilities Supplies. (subject to change per contract terms)
 - Prices fixed for a year (Jan 1 – Dec 31).
 - Staples can submit a request for price changes annually, 30 days prior to Dec 31.
 - Requires NJPA approval. If approved, Jan. 1st is the effective date of any changes.
- Non-Core Items.
 - Non-Core Items are those items that are not on the Hot List or Core List, and available on Staplesadvantage.com. For those Non-Core Items that appear on Staples.com, such Non-Core Items will be priced based on the current national Staples.com price for such items, which Supplier will update on a weekly basis, provided that such pricing is exclusive of tier pricing, closeouts, promotions and/or specials.
 - The prices for Non-Core Items that are not available for purchase on Staples.com shall appear on Staplesadvantage.com, and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee.

"This document is intended as a reference only and is not an official contract document. Please contact your **Local Staples Representative** with any questions pertaining to this contract."

Volume Price Discounts –

- 5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

Rebates - Staples will pay each participating NJPA member a volume rebate of such member's Net Sales annually, to be paid within forty-five (45) calendar days of each annual anniversary of the Member's first order date, calculated as follows or as otherwise agreed to in writing by Staples and the member ("Volume Rebate"):

<u>Net Sales</u>	<u>Volume Rebate</u>
\$ 0.00 - \$ 75,000	0%
\$ 75,000.01 - \$150,000	1%
\$150,000.01 - \$300,000	2%
\$300,000.01 - \$500,000	3%
\$500,000.01 - \$750,000	4%
\$750,000.01 or more	5%

Payment of all Volume Rebates paid hereunder is (i) contingent upon the member paying all invoices within the payment terms specified in the contract; and (ii) based on the individual member's aggregate annual Net Sales and is payable back to dollar one.

Sales associated with the **MPS Program and other sales of certain technology products** that are processed through Staples technology system referred to as Sequoia (or its successor), will be excluded from this volume rebate.

Sales associated with **Promotional Products** that are processed through Staples promotional products system referred to as Linc (or its successor) will be excluded from this volume rebate.

Sales associated with **Printed Products** that are processed through Staples print system referred to as Baan (or its successor) will be excluded from this volume rebate.

"Net Sales" - Net Sales will be defined as the gross sales price of the applicable products sold under this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.

Additional Services/Products - There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities or water/coffee dispensers, etc. which at the option of the Member may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the NJPA Member.

"This document is intended as a reference only and is not an official contract document. Please contact your **Local Staples Representative** with any questions pertaining to this contract."

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21880 Staples AdvantageDept ATLPO Box 405386 Atlanta, GA 30384-5386
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PO Date: 13-MAY-15 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 532250 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.: 114443 Ordering Dept.: City Wide (Purchasing Department) Buyer: Sharon Lea Phone No.: 423-643-7235 Items Being Purchased: City Wide Contract for Office Supplies and Toner Using NJPA Contract 031210-SCC; Purchase Approved by Chattanooga City Council on 4/21/15 This Shall Be A Twelve (12) Month Requirements/Blanket Contract To Supply Office Supplies and Toner not to exceed \$450,000.00 Annually. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions					

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21880 Staples AdvantageDept ATLPO Box 405386 Atlanta, GA 30384-5386
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PO Date: 13-MAY-15 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 532250 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
***** THIS IS A REVISION TO A PRIOR ORDER *****					
Extension of Contract approved by Chattanooga City Council on 5/3/16 1st Renewal 5/13/16-5/13/17					

***** NOTICE *****

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21880 Staples AdvantageDept ATLPO Box 405386 Atlanta, GA 30384-5386
--	---

PO Date: 13-MAY-15 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 532250 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
***** THIS IS A REVISION TO A PRIOR ORDER *****					
Items Being Purchased: City Wide Contract for Office Supplies and Toner Using NJPA Contract 031210-SCC; number updated to NJPA Contract 010615-SCC Extension of Contract approved by Chattanooga City Council on 5/23/17 2nd and Final Renewal 5/13/17-5/13/18 Estimated \$450,000 Annually					

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 21880 Staples AdvantageDept ATLPO Box 405386 Atlanta, GA 30384-5386
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PO Date: 13-MAY-15 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number 532250 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	Office Supplies and Toner	0.00	Dollar	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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