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**TUESDAY, DECEMBER 4, 2018**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Ledford).
- III. Minute Approval.
- IV. Special Presentation.
- V. **Ordinances – Final Reading: (None)**
- VI. **Ordinances – First Reading: (None)**
- VII. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

**SHORT TERM VACATION RENTALS**

- a. [2018-21 Virginia Johnson. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00106 for property located at 711 Oxford Road. \(District 2\)](#)
- b. [2018-25 Melissa Manwaring. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00101 for property located at 1724 Kirby Avenue. \(District 9\)](#)
- c. [2018-26 Kurtis Morris/Scenic City Investments, LLC. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00116 for property located at 5410 Alabama Avenue. \(District 7\)](#)
- d. [2018-27 Jeffrey and Katelyn Rau. A resolution approving Short Term Vacation Rental Application No. 18-STVR-00130 for property located at 514 Crewdson Street. \(District 2\)](#)
- e. [2018-28 Christie Burns/Vision Partners, LLC. A resolution approving Short Term Vacation Rental Application Nos. 18-STVR-00134 and 00135 for property located at 1603 Williams Street \(Units B & H\). \(District 7\)](#)

**FINANCE**

- f. A resolution to confirm the Mayor's appointment of Tim Maddox as City Treasurer. (Added by permission of Chairman Smith).

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- g. A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with HDR Engineering, Inc. to increase the scope and amount of existing contract for professional services relative to the Water Quality Program Rate Study, for a total amount not to exceed \$469,984.00.

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

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

XII. Adjournment.

**TUESDAY, DECEMBER 11, 2018**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

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

**PLANNING**

- a. [2018-208 Josh Barr \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 215 Peak Street, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning and Staff\)](#)

[2018-208 Josh Barr \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 215 Peak Street, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. \(Applicant Version\)](#)

- b. [2018-205 LRBB, LLC % Ben Hagaman \(R-3 Residential Zone and R-4 Special Zone to E-EM-3 Urban Edge Residential Multi-Unit Zone Maximum Height Three Stories\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 109 Hartman Street and 205 and 207 Forest Avenue, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Urban Edge Residential Multi-Unit Zone Maximum Height Three Stories, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning and recommended for denial by Staff\)](#)

[2018-205 LRBB, LLC % Ben Hagaman \(R-3 Residential Zone and R-4 Special Zone to E-EM-3 Urban Edge Residential Multi-Unit Zone Maximum Height Three Stories\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 109 Hartman Street and 205 and 207 Forest Avenue, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RA-3 Residential Attached Zone. \(Staff Version\)](#)

2018-205 LRBB, LLC % Ben Hagaman (R-3 Residential Zone and R-4 Special Zone to E-EM-3 Urban Edge Residential Multi-Unit Zone Maximum Height Three Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 109 Hartman Street and 205 and 207 Forest Avenue, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Urban Edge Residential Multi-Unit Zone Maximum Height Three Stories. (Applicant Version)

- c. 2018-217 MAP Engineers, LLC (C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 8206 and 8210 Apison Pike and part of 4978 Patsy Place, more particularly described herein, from C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning and Staff)

2018-217 MAP Engineers, LLC (C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 8206 and 8210 Apison Pike and part of 4978 Patsy Place, more particularly described herein, from C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone. (Applicant Version)

- d. 2018-209 Doi Min H CAO (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 3401 and 3403 Clio Avenue, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (District 7) (Recommended for denial by Planning and Staff)

- e. 2018-216 MAP Engineers, LLC (R-3 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 405 and 407 West 47th Street, more particularly described herein, from R-3 Residential Zone to R-4 Special Zone, subject to certain conditions. (District 7) (Recommended for approval by Planning and Staff)

2018-216 MAP Engineers, LLC (R-3 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 405 and 407 West 47th Street, more particularly described herein, from R-3 Residential Zone to R-4 Special Zone. (Applicant Version)

- f. 2018-212 Aza Wintersieck (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1785 Ocoee Street, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone. (District 8) (Recommended for denial by Planning and recommended for approval by Staff)
  
- g. 2018-202 Tower Construction Company (C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 2100 block of East Main Street, more particularly described herein, from C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone, subject to certain conditions. (District 8) (Recommended for approval by Planning and Staff)  
  
2018-202 Tower Construction Company (C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 2100 block of East Main Street, more particularly described herein, from C-2 Convenience Commercial Zone to UGC Urban General Commercial Zone. (Applicant Version)
  
- h. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Definitions by adding a definition for Fraternal, Professional, or Hobby Clubs, and to amend Article VIII, Board of Zoning Appeals for Variances and Special Permits, Section 38-568, Powers, etc. board, hearings by adding site plan requirements for Fraternal, Professional, or Hobby Clubs.
  
- i. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article IV, Height and Area Exceptions and Other Special Permits, Division 1, Height and Area Exceptions, Section 38-510, access to commercial, industrial, or other non-residentially zoned property to the R-3 Residential Zone or R-4 Special Zone that if developed with non-residential uses the R-3 Residential Zone and R-4 Special Zone will be considered a non-residential zone for purposes of access only.

## **PUBLIC WORKS AND TRANSPORTATION**

### **Public Works**

- j. MR-2018-189 Troy and Amy Cox (Abandonment). An ordinance closing and abandoning a sewer easement located in the 700 block of Ashland Terrace, as detailed on the attached map, subject to certain conditions. (District 2) (Recommended for approval by Public Works)

- k. MR-2018-182 Tacala TN Corp. % Mike Gray (Abandonment). An ordinance closing and abandoning a sewer easement located in the 4400 block of Oakwood Drive, as detailed on the attached map, subject to certain conditions. (District 5) (Recommended for approval by Public Works)
- l. MR-2018-179 Ben Berry and Berry Engineers, LLC (Abandonment). An ordinance closing and abandoning a sewer easement located at 801 and 553 Riverfront Parkway, as detailed on the attached map, subject to certain conditions. (District 7) (Recommended for approval by Public Works)
- m. MR-2018-194 BC Holding, GP % John Coffelt (Abandonment). An ordinance closing and abandoning a sewer easement located at 5530 Tennessee Avenue and 525 McCreath Street, as detailed on the attached map, subject to certain conditions. (District 7) (Recommended for approval by Public Works)
- n. MR-2018-184 Ben Berry and Berry Engineers, LLC (Abandonment). An ordinance closing and abandoning a five (5') foot portion of a sewer easement located in the 800 block of Douglas Street, as detailed on the attached map, subject to certain conditions. (District 8) (Recommended for approval by Public Works)

7. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. A resolution authorizing the Mayor to execute a First Amendment to Ground Lease Agreement, in substantially the form attached, with Sculpture Fields at Montague Park, to exercise the first right of refusal on the portion of the property at 1800 Polk Street, identified as a portion of Tax Map No. 156A-D-001, for the option area defined in the Ground Lease Agreement of June 6, 2012. (District 8)
- b. A resolution authorizing the Mayor to enter into a Premises Use Agreement, in substantially the form attached, with Chattanooga Rugby Club, Inc., for the use of a portion of Montague Fields located at 1151 E. 23<sup>rd</sup> Street, identified as a portion of Tax Map No. 156A-D-001, for a term of three (3) months, with no renewal options, for the amount of \$1.00 per term. (District 8)
- c. A resolution authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with the Forgotten Child Fund, Inc. to lease approximately 1,142 square feet located at 1715 E. Main Street, identified as Tax Map No. 156B-D-011, for a term of one (1) year, with the option to renew for three (3) additional terms of one (1) year each, for the amount of \$1.00 per year. (District 8)

**PLANNING**

- d. 2018-173 BKY Enterprises GP % Beason View Land Company (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development on properties located in the 1000 block of Beason Drive. (District 1) (Recommended for approval by Planning and recommended for denial by Staff)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- e. A resolution to award Contract No. R-15-019-201 to Winesett-Hill Constructors, Inc. for the Aquarium Bathroom Renovation Project, in the amount of \$442,930.00, with a contingency amount of \$44,000.00, for an amount not to exceed \$486,930.00. (District 7)
- f. A resolution authorizing the approval of Change Order No. 1 (Final) for JDH Company, Inc. relative to Contract No. Y-17-007-201, Replacement Roofing System for Carver YFD Center, for a decreased amount of \$85.00, to release the contingency in the amount of \$20,000.00, for a revised contract amount of \$192,759.00. (District 8)
- g. A resolution authorizing the approval of Change Order No. 3 for Burns & McDonnell Engineering Company relative to Contract No. W-16-013-101, CITICO Pump Station Reliability Improvements, a Consent Decree supported project, for an increase in the contract of \$160,080.00, for a revised contract amount of \$1,341,230.00. (District 8)
- h. A resolution authorizing payment to Hamilton County for the annual City Works Asset Management Software maintenance support for the period of November 11, 2018 to November 10, 2019, in the amount of \$34,075.01.

**Transportation**

- i. A resolution authorizing the Chattanooga Department of Transportation to erect commemorative secondary street name signs on Dodson Avenue from Ocoee Street to Laura Street designating said portion of Dodson Avenue as “Jerry Marshall Sr. Memorial Parkway”. (Sponsored by Councilman Byrd)
8. Purchases.
9. Other Business.
10. Committee Reports.
11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

**Revised Agenda for Tuesday, December 4, 2018**

**Page 8**

12. Adjournment.



**Proposed City Council Purchases 12-04-18**

| DEPARTMENT REQUISITION NO.                            | ITEM DESCRIPTION   | BIDS REQUESTED | BIDS RETURNED | LOWEST/BEST BIDDER   | COST   | FUND NAME               | NOTES   |
|---|--|----------------|---------------|--|--|-------------------------|---|
| PO536149 & PO536150<br>Public Works Department        | Blanket Contract Renewals for Air Filters, Facilities Management, Public Works Department                | 19             | 4             | Air Filtration Service<br>2811 Dodson Avenue<br>Chattanooga, TN 37406<br>and<br>Baker Distributing Inc<br>910 Creekside Road, Suite A<br>Chattanooga, TN 37406       | Total<br>Estimated<br>\$50,000.00<br>Annually  | General Fund            | Blanket Contract Renewals - Air Filters - Facilities Management - Public Works Department. The City of Chattanooga is renewing the third (3rd) and last contract renewal option for twelve (12) months through December, 2019.  |
| PO546382<br>Public Works Department                   | Blanket Contract Renewal for Painting Services, Waste Resource Division, Public Works Department         | 8              | 2             | DACA Specialty Services<br>6550 McDonough Drive<br>Norcross, GA 30093  | Estimated<br>\$550,000.00<br>Annually          | Waste Resource Division | Blanket Contract Renewal - Painting Services - Waste Resource Division - Public Works Department. The City of Chattanooga is renewing the first (1st) renewal option for twelve (12) months through November, 2019 with one (1) renewal option remaining. There were eight (8) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings. |
| R177286<br>Public Works Department                    | New Blanket Contracts for Bulk Mulch, Parks Division, Public Works Department                            | 15             | 2             | Shepard's Mulch, Inc<br>110 Round Knob Road<br>Rocky Face, FA 30740<br>and<br>Extreme Green Landscaping<br>9424 Edenshire Drive<br>Knoxville, TN 37922               | Total<br>Estimated<br>\$150,000.00<br>Annually | General Fund            | New Blanket Contracts - Bulk Mulch - Parks Division - Public Works Department. The city of Chattanooga will issue two (2) blanket contracts for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were fifteen (15) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.            |
| PO 546393<br>Department of Youth & Family Development | Blanket Contract Renewal for Kitchen Equipment Repair Services, Department of Youth & Family Development | 7              | 2             | Mountain City Services, Inc.<br>P.O. Box 300<br>Signal Mountain, TN 37377  | Estimated<br>\$30,000.00<br>Annually           | General Fund            | Extend Blanket Contract - Kitchen Equipment Repair Services - Department of Youth & Family Development. The City of Chattanooga will extend blanket contract ending November 2019. There were seven (7) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.  |
| PO533267 & PO533268<br>Mayor's Office                 | Blanket Contract Term Renewal for Natural Gas Service - City Wide  | -              | -             | Chattanooga Gas, an AGL Resources Company<br>PO Box 5408<br>Carol Stream, IL 60197<br>and<br>SouthernStar Energy Services, LLC<br>PO Box 945785<br>Atlanta, GA 30394 | Total<br>Estimated<br>\$200,000.00<br>Annually | General Fund            | New Blanket Contract Term of PO533267 & PO533268 - Natural Gas Services - City Wide. TCA 7-39-316 and TCA 7-51-910 allows for these purchases - Chattanooga Gas, an AGL Resources Company, and SouthStar Energy Services, LLC, as they are exempt from the usual advertising and bidding requirements.  |



# City of Chattanooga

Mayor Andy Berke

November 21, 2018

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

**Subject: Contract Renewal of Blanket PO Nos. 536149 & 536150 – Air Filters –  
Facilities Management – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to renew Blanket PO Nos. 536149 & 536150 for Air Filters, Facilities Management, Public Works. The City of Chattanooga is renewing the third (3<sup>rd</sup>) and last contract renewal option for twelve (12) months through December, 2019, for an estimated annual amount of \$50,000. A copy of the signed letters from vendors and a copy of the contracts are enclosed.**

**I recommend renewing Blanket PO Nos. 536149 & 536150 for Air Filters to Air Filtration Service, 2811 Dodson Avenue, Chattanooga, TN 37406 and Baker Distributing Inc, 910 Creekside Road, Suite A, Chattanooga, TN 37406.**

**Respectfully yours,**

**Bonnie Woodward**  
Director of Purchasing

**BW/mlm**

**Attachments**



# City of Chattanooga

Mayor Andy Berke

October 24, 2018

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

Subject: 536149 – Air Filters

Dear Mr. Holley:

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

The new expiration date will be December 17, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto: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: Steve Holley Date 10/18/18

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor  |                                   | Requisition Number |             | Bid Number        |              |
|--|-----------------------------------|--------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b>  | <b>Item ID - Item Description</b> | <b>Quantity</b>    | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
| Requisition / Bid No.: 125760 / 303991<br>Ordering Dept.: General Services, Building Maintenance, MBWWTP & Fire Department<br>Buyer: Mark McKeel<br>Phone No.: 423-643-7236<br><br>Items Being Purchased: Air Filters; Various Sizes<br><br>ATTACHMENTS:<br>City of Chattanooga (COC) Terms and Conditions posted on Website<br><a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br>If you can't download call buyer for a copy.<br><br>This Shall Be A Twelve (12) Month Blanket Contract To Supply Air Filters for City Buildings.<br><br>The Contract Term May Be Renewed For An Additional Three (3) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.<br><br>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****<br><br>Price Escalation Clause:<br>If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. |                                   |                    |             |                   |              |

\*\*\*\*\* NOTICE \*\*\*\*\*

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

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

# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor  | Requisition Number         | Bid Number                 |          |            |            |       |  |  |
|--|----------------------------|----------------------------|----------|------------|------------|-------|--|--|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> </table> <p>                             QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL<br/>                             GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING<br/>                             THE LIFETIME OF THE CONTRACT.                         </p> <p>                             Purchases Order issued in accordance with Air Filtration Service bid received on<br/>                             November 24, 2015 is hereby made part of this contract.                         </p> <p>                             City Council approved on December 15, 2015                         </p> <p>                             Contract dates: December 18, 2015 to December 17, 2016                         </p> <p>                             Vendor Contact: Steve Holley<br/>                             Phone No.: 423-624-8900<br/>                             Fax No.: 423-624-8964<br/>                             Mobile No.: 423-593-7300<br/>                             Email: steve@airfiltrationservice.com                         </p> <p>                             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<br/>                             &amp; Conditions, and the bid or quotation.                         </p> <p>                             Representative: _____ Agreed to and accepted by: _____<br/>                             Title: _____ CITY OF CHATTANOOGA, TENNESSEE<br/>                             Date: _____ Name/Title: _____<br/>                             Department: _____                         </p> | Line Nbr                   | Item ID - Item Description | Quantity | Unit       | Unit Price | Total |  |  |
| Line Nbr   | Item ID - Item Description | Quantity                   | Unit     | Unit Price | Total      |       |  |  |

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

# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | Purchase Order Number<br><h3 style="text-align: center;">536149</h3> INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
|--|--|

| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
|           | Change Order #1<br>.....<br>Contract has been extended an additional twelve (12) months.<br>New contract performance date is December 17, 2017.<br>.....<br>City Council approved contract renewal on November 29, 2016.<br>.....<br>1st Renewal |          |                    |            |            |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 1         | Air Filter, Pleated, 10 x 10 x 1, MERV 11; Quality Part No. MQP10101             | 0.00     | Each               | \$ 3.5500  | \$ 0.00    |
| 2         | Air Filter, Pleated, 10 x 20 x 1, MERV 11; Quality Part No. MQP10201             | 0.00     | Each               | \$ 3.6600  | \$ 0.00    |
| 3         | Air Filter, Pleated, 11 x 11 x 1, MERV 11; Quality Part No. MQPA11111            | 0.00     | Each               | \$ 4.4600  | \$ 0.00    |
| 4         | Air Filter, Pleated, 11 x 12 x 1, MERV 11; Quality Part No. MQPA11121            | 0.00     | Each               | \$ 4.4600  | \$ 0.00    |
| 5         | Air Filter, Pleated, 12 x 20 x 1, MERV 11; Quality Part No. MQP12201             | 0.00     | Each               | \$ 3.8600  | \$ 0.00    |
| 6         | Air Filter, Pleated, 12 x 24 x 1, MERV 11; Quality Part No. MQP12241             | 0.00     | Each               | \$ 3.4400  | \$ 0.00    |
| 7         | Air Filter, Pleated, 12 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1412241 | 0.00     | Each               | \$ 9.3200  | \$ 0.00    |
| 8         | Air Filter, Pleated, 12 x 24 x 2, MERV 11; Quality Part No. MQP12242             | 0.00     | Each               | \$ 3.8500  | \$ 0.00    |
| 9         | Air Filter, Pleated, 12 x 24 x 4, MERV 11; Quality Part No. MQP12244             | 0.00     | Each               | \$ 6.9500  | \$ 0.00    |
| 10        | Air Filter, Pleated, 12 x 24 x 6, MERV 11; Quality Part No. QCH812246            | 0.00     | Each               | \$ 33.7900 | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 11        | Air Filter, Pleated, 13 x 19 x 1, MERV 11; Quality Part No. MQPA13191  | 0.00     | Each               | \$ 4.0600  | \$ 0.00    |
| 12        | Air Filter, Pleated, 14 x 16 x 2, MERV 11; Quality Part No. MQPA14162  | 0.00     | Each               | \$ 4.1800  | \$ 0.00    |
| 13        | Air Filter, Pleated, 14 x 18 x 1, MERV 11; Quality Part No. MQPA14181  | 0.00     | Each               | \$ 4.1500  | \$ 0.00    |
| 14        | Air Filter, Pleated, 14 x 20 x 1, MERV 11; Quality Part No. MQP14201   | 0.00     | Each               | \$ 4.1500  | \$ 0.00    |
| 15        | Air Filter, Pleated, 14 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1414201   | 0.00     | Each               | \$ 11.9500 | \$ 0.00    |
| 16        | Air Filter, Pleated, 14 x 24 x 1, MERV 11, Yellow Media in 14x24x1 Cardboard Frame with Wire on Both Sides; Quality Part No. PTAB14241 | 0.00     | Each               | \$ 6.0900  | \$ 0.00    |
| 17        | Air Filter, Pleated, 14 x 30 x 1, MERV 11, Yellow Media in 14x30x1 Cardboard Frame with Wire on Both Sides; Quality Part No. PTAB14301 | 0.00     | Each               | \$ 7.7800  | \$ 0.00    |
| 18        | Air Filter, Pleated, 15 x 20 x 1, MERV 11; Quality Part No. MQP15201   | 0.00     | Each               | \$ 4.2000  | \$ 0.00    |
| 19        | Air Filter, Pleated, 15 x 20 x 2, MERV 11; Quality Part No. MQP15202   | 0.00     | Each               | \$ 4.2900  | \$ 0.00    |
| 20        | Air Filter, Pleated, 16 x 16 x 2, MERV 11; Quality Part No. MQP16162   | 0.00     | Each               | \$ 3.7500  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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| Requestor |  |          | Requisition Number |            | Bid Number |
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| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 21        | Air Filter, Pleated, 16 x 20 x 1, MERV 11; Quality Part No. MQP16201             | 0.00     | Each               | \$ 3.5500  | \$ 0.00    |
| 22        | Air Filter, Pleated, 16 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1416201 | 0.00     | Each               | \$ 10.1400 | \$ 0.00    |
| 23        | Air Filter, Pleated, 16 x 20 x 1 (BX16201), MERV 11; Quality Part No. MQP16201   | 0.00     | Each               | \$ 3.5500  | \$ 0.00    |
| 24        | Air Filter, Pleated, 16 x 20 x 2, MERV 11; Quality Part No. MQP16202             | 0.00     | Each               | \$ 3.7500  | \$ 0.00    |
| 25        | Air Filter, Pleated, 16 x 20 x 2, MERV 11 Nanofiber; Quality Part No. QMP1416202 | 0.00     | Each               | \$ 13.4600 | \$ 0.00    |
| 26        | Air Filter, Pleated, 16 x 20 x 4, MERV 11; Quality Part No. MQP16204             | 0.00     | Each               | \$ 7.4000  | \$ 0.00    |
| 27        | Air Filter, Pleated, 16 x 24 x 2, MERV 11; Quality Part No. MQP16242             | 0.00     | Each               | \$ 5.2900  | \$ 0.00    |
| 28        | Air Filter, Pleated, 16 x 24 x 4, MERV 11; Quality Part No. MQP16244             | 0.00     | Each               | \$ 8.7400  | \$ 0.00    |
| 29        | Air Filter, Pleated, 16 x 25 x 1, MERV 11; Quality Part No. MQP16251             | 0.00     | Each               | \$ 3.9500  | \$ 0.00    |
| 30        | Air Filter, Pleated, 16 x 25 x 2, MERV 11; Quality Part No. MQP16252             | 0.00     | Each               | \$ 4.3900  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 31        | Air Filter, Pleated, 16 x 25 x 2, MERV 11 Nanofiber; Quality Part No. QMP1416252 | 0.00     | Each               | \$ 15.5700 | \$ 0.00    |
| 32        | Air Filter, Pleated, 18 x 18 x 1, MERV 11 Nanofiber; Quality Part No. QMP1418181 | 0.00     | Each               | \$ 11.7900 | \$ 0.00    |
| 33        | Air Filter, Pleated, 18 x 20 x 2, MERV 11; Quality Part No. MQP18202             | 0.00     | Each               | \$ 8.7900  | \$ 0.00    |
| 34        | Air Filter, Pleated, 18 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1418241 | 0.00     | Each               | \$ 12.5700 | \$ 0.00    |
| 35        | Air Filter, Pleated, 18 x 24 x 2, MERV 11; Quality Part No. MQP18242             | 0.00     | Each               | \$ 4.8400  | \$ 0.00    |
| 36        | Air Filter, Pleated, 18 x 24 x 2, MERV 11 Nanofiber; Quality Part No. QMP1418242 | 0.00     | Each               | \$ 12.5500 | \$ 0.00    |
| 37        | Air Filter, Pleated, 19 x 19.5 x 1, MERV 11; Quality Part No. MQPA1919.51        | 0.00     | Each               | \$ 3.9600  | \$ 0.00    |
| 38        | Air Filter, Pleated, 20 x 20 x 1, MERV 11; Quality Part No. MQP20201             | 0.00     | Each               | \$ 3.9600  | \$ 0.00    |
| 39        | Air Filter, Pleated, 20 x 20 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420201 | 0.00     | Each               | \$ 11.8000 | \$ 0.00    |
| 40        | Air Filter, Pleated, 20 x 20 x 1 (BX20201), MERV 11; Quality Part No. MQP20201   | 0.00     | Each               | \$ 3.9600  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 41        | Air Filter, Pleated, 20 x 20 x 2, MERV 11; Quality Part No. MQP20202             | 0.00     | Each               | \$ 4.3300  | \$ 0.00    |
| 42        | Air Filter, Pleated, 20 x 20 x 2, MERV 11 Nanofiber; Quality Part No. QMP1420202 | 0.00     | Each               | \$ 15.7300 | \$ 0.00    |
| 43        | Air Filter, Pleated, 20 x 20 x 4, MERV 11; Quality Part No. MQP20204             | 0.00     | Each               | \$ 8.5400  | \$ 0.00    |
| 44        | Air Filter, Pleated, 20 x 24 x 1, MERV 11; Quality Part No. MQP20241             | 0.00     | Each               | \$ 4.5500  | \$ 0.00    |
| 45        | Air Filter, Pleated, 20 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420241 | 0.00     | Each               | \$ 13.3900 | \$ 0.00    |
| 46        | Air Filter, Pleated, 20 x 24 x 2, MERV 11; Quality Part No. MQP20242             | 0.00     | Each               | \$ 5.2500  | \$ 0.00    |
| 47        | Air Filter, Pleated, 20 x 25 x 1, MERV 11; Quality Part No. MQP20251             | 0.00     | Each               | \$ 4.3600  | \$ 0.00    |
| 48        | Air Filter, Pleated, 20 x 25 x 2, MERV 11; Quality Part No. MQP20252             | 0.00     | Each               | \$ 5.0300  | \$ 0.00    |
| 49        | Air Filter, Pleated, 20 x 25 x 2, MERV 11 Nanofiber; Quality Part No. QMP1420252 | 0.00     | Each               | \$ 11.6800 | \$ 0.00    |
| 50        | Air Filter, Pleated, 20 x 25 x 4, MERV 11; Quality Part No. MQP20254             | 0.00     | Each               | \$ 9.8900  | \$ 0.00    |

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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 51        | Air Filter, Pleated, 20 x 25 x 4 (BX20254), MERV 11; Quality Part No. MQP20254    | 0.00     | Each               | \$ 8.9800  | \$ 0.00    |
| 52        | Air Filter, Pleated, 20 x 30 x 1, MERV 11; Quality Part No. MQP20301              | 0.00     | Each               | \$ 5.9000  | \$ 0.00    |
| 53        | Air Filter, Pleated, 20 x 30 x 1, MERV 11 Nanofiber; Quality Part No. QMP1420301  | 0.00     | Each               | \$ 18.3900 | \$ 0.00    |
| 54        | Air Filter, Pleated, 20 x 30 x 2, MERV 11; Quality Part No. MQP20302              | 0.00     | Each               | \$ 8.4100  | \$ 0.00    |
| 55        | Air Filter, Pleated, 24 x 24 x 1, MERV 11; Quality Part No. MQP24241              | 0.00     | Each               | \$ 4.7500  | \$ 0.00    |
| 56        | Air Filter, Pleated, 24 x 24 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424241  | 0.00     | Each               | \$ 15.3900 | \$ 0.00    |
| 57        | Air Filter, Pleated, 24 x 24 x 2, MERV 11; Quality Part No. MQP24242              | 0.00     | Each               | \$ 5.7500  | \$ 0.00    |
| 58        | Air Filter, Pleated, 24 x 24 x 4, MERV 11; Quality Part No. MQP24244              | 0.00     | Each               | \$ 10.9000 | \$ 0.00    |
| 59        | Air Filter, Pleated, 24 x 24 x 6 with Header, MERV 11; Quality Part No. QCN924246 | 0.00     | Each               | \$ 38.8500 | \$ 0.00    |
| 60        | Air Filter, Pleated, 24 x 25 x 1, MERV 11; Quality Part No. MQPA24251             | 0.00     | Each               | \$ 5.9100  | \$ 0.00    |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 61        | Air Filter, Pleated, 24 x 25 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424251                             | 0.00     | Each               | \$ 20.5200 | \$ 0.00    |
| 62        | Air Filter, Pleated, 24 x 26 x 4, MERV 11; Quality Part No. MQPA24264  | 0.00     | Each               | \$ 9.4300  | \$ 0.00    |
| 63        | Air Filter, Pleated, 24 x 30 x 1, MERV 11; Quality Part No. MQP24301   | 0.00     | Each               | \$ 7.0600  | \$ 0.00    |
| 64        | Air Filter, Pleated, 24 x 30 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424301                             | 0.00     | Each               | \$ 20.5200 | \$ 0.00    |
| 65        | Air Filter, Pleated, 24 x 36 x 1, MERV 11; Quality Part No. MQPA24361  | 0.00     | Each               | \$ 8.7500  | \$ 0.00    |
| 66        | Air Filter, Pleated, 24 x 36 x 1, MERV 11 Nanofiber; Quality Part No. QMP1424361                             | 0.00     | Each               | \$ 29.7000 | \$ 0.00    |
| 67        | Air Filter, Pleated, Carbon, 16 x 20 x 1, MERV 11; Quality Part No. OB16201                                  | 0.00     | Each               | \$ 4.4800  | \$ 0.00    |
| 68        | Air Filter, Pleated, Carbon, 20 x 20 x 1, MERV 11; Quality Part No. OB20201                                  | 0.00     | Each               | \$ 4.7600  | \$ 0.00    |
| 69        | Air Filter, Pleated, Carbon, 24 x 24 x 2, MERV 11; Quality Part No. OB24242                                  | 0.00     | Each               | \$ 8.0400  | \$ 0.00    |
| 70        | Air Filter, Pleated, Carbon, 24 x 24 x 12, MERV 11 Nanofiber, 10 Pleats/5 Packs; Quality Part No. QCN9242412 | 0.00     | Each               | \$ 51.7900 | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 71        | Air Filter, Pleated, Exact Sized, 8 x 21.25 x 1, MERV 8; Quality Part No. EQP08.21B1E  | 0.00     | Each               | \$ 4.5500  | \$ 0.00    |
| 72        | Air Filter, Pleated, Exact Sized, 8.25 x 21 x 1, MERV 8; Quality Part No. EQP08B211E   | 0.00     | Each               | \$ 4.5500  | \$ 0.00    |
| 73        | Air Filter, Pleated, Exact Sized, 8.25 x 32.25 x 1, MERV 8; Quality Part No. EQP08B32B1E   | 0.00     | Each               | \$ 8.4000  | \$ 0.00    |
| 74        | Air Filter, Pleated, Exact Sized, 10 x 36 x 1, MERV 8; Quality Part No. EQP10361E  | 0.00     | Each               | \$ 8.4000  | \$ 0.00    |
| 75        | Air Filter, Pleated, Exact Sized, 10 x 60.25 x 1, MERV 8; Quality Part No. EQP1062B1E  | 0.00     | Each               | \$ 8.4000  | \$ 0.00    |
| 76        | Air Filter, Pleated, Exact Sized, 23.5 x 23.5, MERV 8, 3-Ply, Yellow Media, 4 Wire Across/4 Wire Cross Members on Frame; Quality Part No. MERV 8 3 PLY | 0.00     | Each               | \$ 6.6100  | \$ 0.00    |
| 77        | Air Filter, Pleated, Exact Sized, 7.75 x 11.75 x .75, MERV 11 Nanofiber; Quality Part No. QMP1407G11G1E  | 0.00     | Each               | \$ 11.9500 | \$ 0.00    |
| 78        | Air Filter, Pleated, Exact Sized, 11 7/8 x 19 5/8 x .75, MERV 11 Nanofiber; Quality Part No. QMP1411H19F1E   | 0.00     | Each               | \$ 11.9500 | \$ 0.00    |
| 79        | Air Filter, Pleated, Exact Sized, 15.25 x 31.5 x 1.75, MERV 11 Nanofiber, Media Length should be 11.75"; Quality Part No. QMP1415B31D2E                | 0.00     | Each               | \$ 18.2500 | \$ 0.00    |
| 80        | Air Filter, Pleated, Exact Sized, 15.375 x 24.375 x 3.75, MERV 11 Nanofiber; Quality Part No. QMP1415C24C4E  | 0.00     | Each               | \$ 26.6600 | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 81        | Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1416251                                 | 0.00     | Each               | \$ 11.6800 | \$ 0.00    |
| 82        | Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x 1.5, MERV 11 Nanofiber; Quality Part No. QMP1416252                                 | 0.00     | Each               | \$ 15.5700 | \$ 0.00    |
| 83        | Air Filter, Pleated, Exact Sized, 19.25 x 9.25 x .75, MERV 11 Nanofiber; Quality Part No. QMP1409B19B1E                             | 0.00     | Each               | \$ 11.8000 | \$ 0.00    |
| 84        | Air Filter, Pleated, Exact Sized, 19.25 x 24.25 x 3.5, MERV 11 Nanofiber; Quality Part No. QMP1419B24B4E                            | 0.00     | Each               | \$ 32.0700 | \$ 0.00    |
| 85        | Air Filter, Pleated, Exact Sized, 19.375 x 24.375 x 3.75, MERV 11 Nanofiber; Quality Part No. QMP1419C24C4E                         | 0.00     | Each               | \$ 32.0700 | \$ 0.00    |
| 86        | Air Filter, Pleated, Exact Sized, 19.5 x 19.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1420201                                 | 0.00     | Each               | \$ 11.8000 | \$ 0.00    |
| 87        | Air Filter, Pleated, Exact Sized, 19.75 x 19.5 x 3.5, MERV 11 Nanofiber, Provide Handle on One Side; Quality Part No. QMP1419D19G4E | 0.00     | Each               | \$ 27.2100 | \$ 0.00    |
| 88        | Air Filter, Pleated, Exact Sized, 21.5 x 23.5 x .75, MERV 11 Nanofiber; Quality Part No. QMP1421D23D1E                              | 0.00     | Each               | \$ 11.8000 | \$ 0.00    |
| 89        | Air Filter, Poly, 10 x 20 x 1, MERV 8 (Box); Quality Part No. BPP10201  | 0.00     | Each               | \$ 2.4600  | \$ 0.00    |
| 90        | Air Filter, Poly, 10 x 24 x 1, MERV 8 (Box); Quality Part No. BPP10241  | 0.00     | Each               | \$ 2.5900  | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>536149</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 91        | Air Filter, Poly, 12 x 12 x 1, MERV 8 (Box); Quality Part No. BPP12121 | 0.00     | Each               | \$ 2.2300  | \$ 0.00    |
| 92        | Air Filter, Poly, 12 x 20 x 1, MERV 8 (Box); Quality Part No. BPP12201 | 0.00     | Each               | \$ 2.5000  | \$ 0.00    |
| 93        | Air Filter, Poly, 12 x 30 x 1, MERV 8 (Box); Quality Part No. BPP12301 | 0.00     | Each               | \$ 2.7300  | \$ 0.00    |
| 94        | Air Filter, Poly, 14 x 20 x 1, MERV 8 (Box); Quality Part No. BPP14201 | 0.00     | Each               | \$ 2.6400  | \$ 0.00    |
| 95        | Air Filter, Poly, 14 x 24 x 1, MERV 8 (Box); Quality Part No. BPP14241 | 0.00     | Each               | \$ 2.6800  | \$ 0.00    |
| 96        | Air Filter, Poly, 16 x 20 x 1, MERV 8 (Box); Quality Part No. BPP16201 | 0.00     | Each               | \$ 2.7700  | \$ 0.00    |
| 97        | Air Filter, Poly, 16 x 25 x 1, MERV 8 (Box); Quality Part No. BPP16251 | 0.00     | Each               | \$ 2.9000  | \$ 0.00    |
| 98        | Air Filter, Poly, 16 x 30 x 1, MERV 8 (Box); Quality Part No. BPP16301 | 0.00     | Each               | \$ 2.9900  | \$ 0.00    |
| 99        | Air Filter, Poly, 18 x 24 x 1, MERV 8 (Box); Quality Part No. BPP18241 | 0.00     | Each               | \$ 3.0400  | \$ 0.00    |
| 100       | Air Filter, Poly, 20 x 20 x 1, MERV 8 (Box); Quality Part No. BPP20201 | 0.00     | Each               | \$ 2.9000  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281               |
|  | Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |             | Bid Number |
|-----------|---|----------|--------------------|-------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price  | Total      |
| 101       | Air Filter, Poly, 20 x 25 x 1, MERV 8 (Box); Quality Part No. BPP20251              | 0.00     | Each               | \$ 2.9000   | \$ 0.00    |
| 102       | Air Filter, Poly, 20 x 30 x 1, MERV 8 (Box); Quality Part No. BPP20301              | 0.00     | Each               | \$ 3.0400   | \$ 0.00    |
| 103       | Air Filter, Poly, 24 x 24 x 1, MERV 8 (Box); Quality Part No. BPP24241              | 0.00     | Each               | \$ 3.0600   | \$ 0.00    |
| 104       | Air Filter, Specialty, 12 x 24 x 12, MERV 8; Quality Part No. QCH6122412            | 0.00     | Each               | \$ 36.6600  | \$ 0.00    |
| 105       | Air Filter, Specialty, 20 x 24 x 12, MERV 8; Quality Part No. QCH6202412            | 0.00     | Each               | \$ 46.2900  | \$ 0.00    |
| 106       | Air Filter, Specialty, 24 x 24 x 12, MERV 8; Quality Pat No. QCH6242412             | 0.00     | Each               | \$ 49.0700  | \$ 0.00    |
| 107       | Air Filter, Specialty, 20 x 80 Poly Link Filters, MERV 8; Quality Part No. RLD82080 | 0.00     | Each               | \$ 16.3100  | \$ 0.00    |
| 108       | Air Filter, Metal, Waffle, 24 x 24 x 2, MERV 11; Sidco Part No. 432-0321            | 0.00     | Each               | \$ 86.0100  | \$ 0.00    |
| 109       | Filter, Panel Element, Metal, MERV 11; Sidco Part No. 643-3360                      | 0.00     | Each               | \$ 64.2100  | \$ 0.00    |
| 110       | Filter, Panel Element, Metal, MERV 8; Dollinger Part No. MNP6020-2424               | 0.00     | Each               | \$ 267.7500 | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 735567<br>Vendor Alternate ID: 4281<br><br>Air Filtration Service<br>P O Box 80025<br>Chattanooga, TN 37414 |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 111       | Filter, Desiccant Breather, MERV 11; Des Case Part No. DC-4  | 0.00     | Each               | \$ 84.1600 | \$ 0.00    |
| 112       | Air Filter, Metal, 12 x 24 x 6, MERV 14, Rigid; Quality Part No. QCN912246                               | 0.00     | Each               | \$ 29.9300 | \$ 0.00    |
| 113       | Air Filter, Metal, 24 x 24 x 6, MERV 14, Rigid; Quality Part No. QCN924246                               | 0.00     | Each               | \$ 38.8500 | \$ 0.00    |
| 114       | Air Filters not list above; +20 % Markup - This includes any Non-Pleated and other Specialty Air Filters | 0.00     | Each               | \$ 1.0000  | \$ 0.00    |
|           |  |          |                    |            |            |

**TOTAL: \$ .00**

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**City of Chattanooga**  
**Mayor Andy Berke**

October 24, 2018

Baker Distributing Inc.  
Attn: Lenny Delius  
910 Creekside Road  
Suite A  
Chattanooga, TN 37406

Subject: 536150 – Air Filters

Dear Mr. Delius:

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

The new expiration date will be December 17, 2019.

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

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

Signed: \_\_\_\_\_

Date: 11-16-18

Sincerely,

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

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098<br><br><b>Baker Distributing Company LLC</b><br>PO Box 409635<br>Atlanta, GA 30384-9635 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>536150</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor  |                                   | Requisition Number |             | Bid Number        |              |
|--|-----------------------------------|--------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b>  | <b>Item ID - Item Description</b> | <b>Quantity</b>    | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
| Requisition / Bid No.: 125760 / 303991<br>Ordering Dept.: General Services, Building Maintenance, MBWWTP & Fire Department<br>Buyer: Mark McKeel<br>Phone No.: 423-643-7236<br><br>Items Being Purchased: Air Filters; Various Sizes<br><br>ATTACHMENTS:<br>City of Chattanooga (COC) Terms and Conditions posted on Website<br><a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br>If you can't download call buyer for a copy.<br><br>This Shall Be A Twelve (12) Month Blanket Contract To Supply Air Filters for City Buildings.<br><br>The Contract Term May Be Renewed For An Additional Three (3) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.<br><br>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****<br><br>Price Escalation Clause:<br>If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. |                                   |                    |             |                   |              |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>536150</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor   |                                   | Requisition Number               |             | Bid Number        |              |
|---|-----------------------------------|----------------------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b>   | <b>Item ID - Item Description</b> | <b>Quantity</b>                  | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
| QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.   |                                   |                                  |             |                   |              |
| Purchases Order issued in accordance with Baker Distributing Company LLC bid received on November 24, 2015 is hereby made part of this contract.  |                                   |                                  |             |                   |              |
| City Council approved on December 15, 2015  |                                   |                                  |             |                   |              |
| Contract dates: December 18, 2015 to December 17, 2016  |                                   |                                  |             |                   |              |
| Vendor Contact: Lenny Delius<br>Phone No.: 423-402-9303<br>Fax No.: 423-624-6918<br>Email: ldelius@bakerdist.com  |                                   |                                  |             |                   |              |
| The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation. |                                   |                                  |             |                   |              |
| Representative: _____   |                                   | Agreed to and accepted by: _____ |             |                   |              |
| Title: _____  |                                   | CITY OF CHATTANOOGA, TENNESSEE   |             |                   |              |
| Date: _____   |                                   | Name/Title: _____                |             | Department: _____ |              |

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# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate |
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| <b>Purchase Order Number<br/>536150</b>  |
| INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
|           |  |          |                    |            |            |
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
|           | Change Order #1<br>.....<br>Contract has been extended an additional twelve (12) months.<br>New contract performance date is December 17, 2017.<br>.....<br>City Council approved contract renewal on November 29, 2016.<br>.....<br>1st Renewal |          |                    |            |            |

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**City of Chattanooga**  
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Chattanooga, TN 37402

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098<br><br>Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate |
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| <b>Purchase Order Number<br/>536150</b>  |
| INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor       |   | Requisition Number |             | Bid Number        |              |
|-----------------|---|--------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b> | <b>Item ID - Item Description</b>   | <b>Quantity</b>    | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
|                 | Change Order #2   |                    |             |                   |              |
|                 | Contract has been extended an additional twelve (12) months.<br>New contract performance date is December 17, 2018. |                    |             |                   |              |
|                 | City Council approved contract renewal on December 19, 2017.  |                    |             |                   |              |
|                 | 2nd Renewal   |                    |             |                   |              |

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|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| Requestor |  | Requisition Number |      |            | Bid Number |
|-----------|--|--------------------|------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity           | Unit | Unit Price | Total      |
| 1         | Air Filter, Pleated, 10 x 10 x 1, MERV 11; Flanders Part No. 85655 0100 10ML     | 0.00               | Each | \$ 2.5300  | \$ 0.00    |
| 2         | Air Filter, Pleated, 10 x 20 x 1, MERV 11; Glasfloss Part No. M1110101           | 0.00               | Each | \$ 2.6600  | \$ 0.00    |
| 3         | Air Filter, Pleated, 11 x 11 x 1, MERV 11; Flanders Part No. 011111ML            | 0.00               | Each | \$ 5.2300  | \$ 0.00    |
| 4         | Air Filter, Pleated, 11 x 12 x 1, MERV 11; Flanders Part No. 011121ML            | 0.00               | Each | \$ 5.2300  | \$ 0.00    |
| 5         | Air Filter, Pleated, 12 x 20 x 1, MERV 11; Flanders Part No. 012201ML            | 0.00               | Each | \$ 3.3300  | \$ 0.00    |
| 6         | Air Filter, Pleated, 12 x 24 x 1, MERV 11; Flanders Part No. 012241ML            | 0.00               | Each | \$ 3.7800  | \$ 0.00    |
| 7         | Air Filter, Pleated, 12 x 24 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1112241 | 0.00               | Each | \$ 4.2100  | \$ 0.00    |
| 8         | Air Filter, Pleated, 12 x 24 x 2, MERV 11; Flanders Part No. 012242ML            | 0.00               | Each | \$ 3.2600  | \$ 0.00    |
| 9         | Air Filter, Pleated, 12 x 24 x 4, MERV 11; Flanders Part No. 012244ML            | 0.00               | Each | \$ 6.4300  | \$ 0.00    |
| 10        | Air Filter, Pleated, 12 x 24 x 6, MERV 11; Flanders Part No. 012246ML            | 0.00               | Each | \$ 15.1400 | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   | Requisition Number |      |            | Bid Number |
|-----------|---|--------------------|------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity           | Unit | Unit Price | Total      |
| 11        | Air Filter, Pleated, 13 x 19 x 1, MERV 11; Flanders Part No. 013919ML   | 0.00               | Each | \$ 5.2900  | \$ 0.00    |
| 12        | Air Filter, Pleated, 14 x 16 x 2, MERV 11; Flanders Part No. 014161ML   | 0.00               | Each | \$ 5.8600  | \$ 0.00    |
| 13        | Air Filter, Pleated, 14 x 18 x 1, MERV 11; Flanders Part No. 014181ML   | 0.00               | Each | \$ 5.2900  | \$ 0.00    |
| 14        | Air Filter, Pleated, 14 x 20 x 1, MERV 11; Flanders Part No. 014201ML   | 0.00               | Each | \$ 3.4000  | \$ 0.00    |
| 15        | Air Filter, Pleated, 14 x 20 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1114201  | 0.00               | Each | \$ 4.1300  | \$ 0.00    |
| 16        | Air Filter, Pleated, 14 x 24 x 1, MERV 11, Yellow Media in 14x24x1 Cardboard Frame with Wire on Both Sides; Glasfloss Part No. M1114241 | 0.00               | Each | \$ 8.7900  | \$ 0.00    |
| 17        | Air Filter, Pleated, 14 x 30 x 1, MERV 11, Yellow Media in 14x30x1 Cardboard Frame with Wire on Both Sides; Glasfloss Part No. M1114301 | 0.00               | Each | \$ 8.7900  | \$ 0.00    |
| 18        | Air Filter, Pleated, 15 x 20 x 1, MERV 11; Flanders Part No. 015201ML   | 0.00               | Each | \$ 3.5300  | \$ 0.00    |
| 19        | Air Filter, Pleated, 15 x 20 x 2, MERV 11; Flanders Part No. 015202ML   | 0.00               | Each | \$ 3.5900  | \$ 0.00    |
| 20        | Air Filter, Pleated, 16 x 16 x 2, MERV 11; Flanders Part No. 016162ML   | 0.00               | Each | \$ 5.8600  | \$ 0.00    |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 21        | Air Filter, Pleated, 16 x 20 x 1, MERV 11; Flanders Part No. 016201ML            | 0.00     | Each               | \$ 3.5300  | \$ 0.00    |
| 22        | Air Filter, Pleated, 16 x 20 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1116201 | 0.00     | Each               | \$ 3.5500  | \$ 0.00    |
| 23        | Air Filter, Pleated, 16 x 20 x 1 (BX16201), MERV 11; Flanders Part No. 016201ML  | 0.00     | Each               | \$ 3.5300  | \$ 0.00    |
| 24        | Air Filter, Pleated, 16 x 20 x 2, MERV 11; Flanders Part No. 016202ML            | 0.00     | Each               | \$ 3.5300  | \$ 0.00    |
| 25        | Air Filter, Pleated, 16 x 20 x 2, MERV 11 Nanofiber; Glasfloss Part No. M1116202 | 0.00     | Each               | \$ 4.7500  | \$ 0.00    |
| 26        | Air Filter, Pleated, 16 x 20 x 4, MERV 11; Flanders Part No. 0116204ML           | 0.00     | Each               | \$ 6.7000  | \$ 0.00    |
| 27        | Air Filter, Pleated, 16 x 24 x 2, MERV 11; Flanders Part No. 0116242ML           | 0.00     | Each               | \$ 3.8900  | \$ 0.00    |
| 28        | Air Filter, Pleated, 16 x 24 x 4, MERV 11; Flanders Part No. 0116244ML           | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 29        | Air Filter, Pleated, 16 x 25 x 1, MERV 11; Flanders Part No. 0116251ML           | 0.00     | Each               | \$ 3.7800  | \$ 0.00    |
| 30        | Air Filter, Pleated, 16 x 25 x 2, MERV 11; Flanders Part No. 0116252ML           | 0.00     | Each               | \$ 3.7800  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098<br><br>Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 31        | Air Filter, Pleated, 16 x 25 x 2, MERV 11 Nanofiber; Glasfloss Part No. M1116252 | 0.00     | Each               | \$ 5.3900  | \$ 0.00    |
| 32        | Air Filter, Pleated, 18 x 18 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1118181 | 0.00     | Each               | \$ 5.7900  | \$ 0.00    |
| 33        | Air Filter, Pleated, 18 x 20 x 2, MERV 11; Flanders Part No. 018201ML            | 0.00     | Each               | \$ 6.7100  | \$ 0.00    |
| 34        | Air Filter, Pleated, 18 x 24 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1118241 | 0.00     | Each               | \$ 3.8900  | \$ 0.00    |
| 35        | Air Filter, Pleated, 18 x 24 x 2, MERV 11; Flanders Part No. 018242ML            | 0.00     | Each               | \$ 4.3600  | \$ 0.00    |
| 36        | Air Filter, Pleated, 18 x 24 x 2, MERV 11 Nanofiber; Glasfloss Part No. M1118242 | 0.00     | Each               | \$ 6.0400  | \$ 0.00    |
| 37        | Air Filter, Pleated, 19 x 19.5 x 1, MERV 11; Flanders Part No. 0190951ML         | 0.00     | Each               | \$ 5.7900  | \$ 0.00    |
| 38        | Air Filter, Pleated, 20 x 20 x 1, MERV 11; Flanders Part No. 0120201ML           | 0.00     | Each               | \$ 3.6500  | \$ 0.00    |
| 39        | Air Filter, Pleated, 20 x 20 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1120201 | 0.00     | Each               | \$ 3.9500  | \$ 0.00    |
| 40        | Air Filter, Pleated, 20 x 20 x 1 (BX20201), MERV 11; Flanders Part No. 0120201ML | 0.00     | Each               | \$ 3.6500  | \$ 0.00    |

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|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 41        | Air Filter, Pleated, 20 x 20 x 2, MERV 11; Flanders Part No. 0120202ML           | 0.00     | Each               | \$ 3.9300  | \$ 0.00    |
| 42        | Air Filter, Pleated, 20 x 20 x 2, MERV 11 Nanofiber; Glasfloss Part No. M1120202 | 0.00     | Each               | \$ 5.4000  | \$ 0.00    |
| 43        | Air Filter, Pleated, 20 x 20 x 4, MERV 11; Flanders Part No. 020204ML            | 0.00     | Each               | \$ 7.5900  | \$ 0.00    |
| 44        | Air Filter, Pleated, 20 x 24 x 1, MERV 11; Flanders Part No. 020241ML            | 0.00     | Each               | \$ 4.2000  | \$ 0.00    |
| 45        | Air Filter, Pleated, 20 x 24 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1120241 | 0.00     | Each               | \$ 4.8000  | \$ 0.00    |
| 46        | Air Filter, Pleated, 20 x 24 x 2, MERV 11; Flanders Part No. 021242ML            | 0.00     | Each               | \$ 4.5100  | \$ 0.00    |
| 47        | Air Filter, Pleated, 20 x 25 x 1, MERV 11; Flanders Part No. 0120251ML           | 0.00     | Each               | \$ 3.9600  | \$ 0.00    |
| 48        | Air Filter, Pleated, 20 x 25 x 2, MERV 11; Flanders Part No. 0120252ML           | 0.00     | Each               | \$ 4.5500  | \$ 0.00    |
| 49        | Air Filter, Pleated, 20 x 25 x 2, MERV 11 Nanofiber; Glasfloss Part No. M1120252 | 0.00     | Each               | \$ 6.4400  | \$ 0.00    |
| 50        | Air Filter, Pleated, 20 x 25 x 4, MERV 11; Flanders Part No. 0120254ML           | 0.00     | Each               | \$ 8.6100  | \$ 0.00    |

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# Purchase Order BLANKET



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

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|--|---|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

|  |   |
|--|---|
| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>536150</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 51        | Air Filter, Pleated, 20 x 25 x 4 (BX20254), MERV 11; Flanders Part No. 0120254ML | 0.00     | Each               | \$ 8.6100  | \$ 0.00    |
| 52        | Air Filter, Pleated, 20 x 30 x 1, MERV 11; Flanders Part No. 020301ML            | 0.00     | Each               | \$ 4.6300  | \$ 0.00    |
| 53        | Air Filter, Pleated, 20 x 30 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1120801 | 0.00     | Each               | \$ 5.2900  | \$ 0.00    |
| 54        | Air Filter, Pleated, 20 x 30 x 2, MERV 11; Flanders Part No. 020302ML            | 0.00     | Each               | \$ 7.6000  | \$ 0.00    |
| 55        | Air Filter, Pleated, 24 x 24 x 1, MERV 11; Flanders Part No. 024241ML            | 0.00     | Each               | \$ 4.4600  | \$ 0.00    |
| 56        | Air Filter, Pleated, 24 x 24 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1124241 | 0.00     | Each               | \$ 4.9600  | \$ 0.00    |
| 57        | Air Filter, Pleated, 24 x 24 x 2, MERV 11; Flanders Part No. 024242ML            | 0.00     | Each               | \$ 4.8800  | \$ 0.00    |
| 58        | Air Filter, Pleated, 24 x 24 x 4, MERV 11; Flanders Part No. 024244ML            | 0.00     | Each               | \$ 9.0100  | \$ 0.00    |
| 60        | Air Filter, Pleated, 24 x 25 x 1, MERV 11; Flanders Part No. 024251ML            | 0.00     | Each               | \$ 6.3500  | \$ 0.00    |
| 61        | Air Filter, Pleated, 24 x 25 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1124251 | 0.00     | Each               | \$ 6.3500  | \$ 0.00    |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 62        | Air Filter, Pleated, 24 x 26 x 4, MERV 11; Flanders Part No. 024261ML                     | 0.00     | Each               | \$ 11.8600 | \$ 0.00    |
| 63        | Air Filter, Pleated, 24 x 30 x 1, MERV 11; Flanders Part No. 024301ML                     | 0.00     | Each               | \$ 6.5800  | \$ 0.00    |
| 64        | Air Filter, Pleated, 24 x 30 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1124301          | 0.00     | Each               | \$ 6.9400  | \$ 0.00    |
| 65        | Air Filter, Pleated, 24 x 36 x 1, MERV 11; Flanders Part No. 024361ML                     | 0.00     | Each               | \$ 12.6900 | \$ 0.00    |
| 66        | Air Filter, Pleated, 24 x 36 x 1, MERV 11 Nanofiber; Glasfloss Part No. M1124361          | 0.00     | Each               | \$ 13.4400 | \$ 0.00    |
| 67        | Air Filter, Pleated, Carbon, 16 x 20 x 1, MERV 11; Flanders Part No. 81255.011620         | 0.00     | Each               | \$ 4.8300  | \$ 0.00    |
| 68        | Air Filter, Pleated, Carbon, 20 x 20 x 1, MERV 11; Flanders Part No. 81255.020201         | 0.00     | Each               | \$ 5.2300  | \$ 0.00    |
| 69        | Air Filter, Pleated, Carbon, 24 x 24 x 2, MERV 11; Flanders Part No. 81255-022424         | 0.00     | Each               | \$ 9.0100  | \$ 0.00    |
| 71        | Air Filter, Pleated, Exact Sized, 8 x 21.25 x 1, MERV 8; Flanders Part No. 85655-01199MII | 0.00     | Each               | \$ 4.4800  | \$ 0.00    |
| 72        | Air Filter, Pleated, Exact Sized, 8.25 x 21 x 1, MERV 8; Flanders Part No. 85655.01299MII | 0.00     | Each               | \$ 4.4800  | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
|  | Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 73        | Air Filter, Pleated, Exact Sized, 8.25 x 32.25 x 1, MERV 8; Flanders Part No. 85655.01399MII  | 0.00     | Each               | \$ 9.0800  | \$ 0.00    |
| 74        | Air Filter, Pleated, Exact Sized, 10 x 36 x 1, MERV 8; Flanders Part No. 85655.014999MII  | 0.00     | Each               | \$ 9.4300  | \$ 0.00    |
| 75        | Air Filter, Pleated, Exact Sized, 10 x 60.25 x 1, MERV 8; Flanders Part No. 85655   | 0.00     | Each               | \$ 10.6300 | \$ 0.00    |
| 76        | Air Filter, Pleated, Exact Sized, 23.5 x 23.5, MERV 8, 3-Ply, Yellow Media, 4 Wire Across/4 Wire Cross Members on Frame; Glasfloss Part No. ????????? | 0.00     | Each               | \$ 5.6900  | \$ 0.00    |
| 77        | Air Filter, Pleated, Exact Sized, 7.75 x 11.75 x .75, MERV 11 Nanofiber; Glasfloss Part No. M1175117575   | 0.00     | Each               | \$ 5.2300  | \$ 0.00    |
| 78        | Air Filter, Pleated, Exact Sized, 11 7/8 x 19 5/8 x .75, MERV 11 Nanofiber; Glasfloss Part No. M1112191   | 0.00     | Each               | \$ 5.2900  | \$ 0.00    |
| 79        | Air Filter, Pleated, Exact Sized, 15.25 x 31.5 x 1.75, MERV 11 Nanofiber, Media Length should be 11.75"; Glasfloss Part No. M111531X2                 | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 80        | Air Filter, Pleated, Exact Sized, 15.375 x 24.375 x 3.75, MERV 11 Nanofiber; Glasfloss Part No. M1115244  | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 81        | Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x .75, MERV 11 Nanofiber; Glasfloss Part No. M11155245 75   | 0.00     | Each               | \$ 6.2900  | \$ 0.00    |
| 82        | Air Filter, Pleated, Exact Sized, 15.5 x 24.5 x 1.5, MERV 11 Nanofiber; Glasfloss Part No. M1115524515  | 0.00     | Each               | \$ 6.2900  | \$ 0.00    |

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# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098<br><br>Baker Distributing Company LLC<br>PO Box 409635<br>Atlanta, GA 30384-9635 |
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| PO Date: 15-DEC-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>536150</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 83        | Air Filter, Pleated, Exact Sized, 19.25 x 9.25 x .75, MERV 11 Nanofiber; Glasfloss Part No. M11192592575                             | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 84        | Air Filter, Pleated, Exact Sized, 19.25 x 24.25 x 3.5, MERV 11 Nanofiber; Glasfloss Part No. M111925242535                           | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 85        | Air Filter, Pleated, Exact Sized, 19.375 x 24.375 x 3.75, MERV 11 Nanofiber; Glasfloss Part No. M11194244375                         | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 86        | Air Filter, Pleated, Exact Sized, 19.5 x 19.5 x .75, MERV 11 Nanofiber; Glasfloss Part No. M1119519575                               | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 87        | Air Filter, Pleated, Exact Sized, 19.75 x 19.5 x 3.5, MERV 11 Nanofiber, Provide Handle on One Side; Glasfloss Part No. M11197519535 | 0.00     | Each               | \$ 12.3000 | \$ 0.00    |
| 88        | Air Filter, Pleated, Exact Sized, 21.5 x 23.5 x .75, MERV 11 Nanofiber; Glasfloss Part No. M1121523575                               | 0.00     | Each               | \$ 6.3000  | \$ 0.00    |
| 89        | Air Filter, Poly, 10 x 20 x 1, MERV 8 (Box); Flanders Part No. 80055.011020  | 0.00     | Each               | \$ 2.6600  | \$ 0.00    |
| 90        | Air Filter, Poly, 10 x 24 x 1, MERV 8 (Box); Flanders Part No. 80055.011024  | 0.00     | Each               | \$ 3.7100  | \$ 0.00    |
| 91        | Air Filter, Poly, 12 x 12 x 1, MERV 8 (Box); Flanders Part No. 80055.011220  | 0.00     | Each               | \$ 2.4500  | \$ 0.00    |
| 92        | Air Filter, Poly, 12 x 20 x 1, MERV 8 (Box); Flanders Part No. 80055.012201  | 0.00     | Each               | \$ 2.7800  | \$ 0.00    |

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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 444098                             |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 93        | Air Filter, Poly, 12 x 30 x 1, MERV 8 (Box); Flanders Part No. 80055.012301 | 0.00     | Each               | \$ 3.9300  | \$ 0.00    |
| 94        | Air Filter, Poly, 14 x 20 x 1, MERV 8 (Box); Flanders Part No. 80055.014201 | 0.00     | Each               | \$ 2.7900  | \$ 0.00    |
| 95        | Air Filter, Poly, 14 x 24 x 1, MERV 8 (Box); Flanders Part No. 80055.014241 | 0.00     | Each               | \$ 4.1200  | \$ 0.00    |
| 96        | Air Filter, Poly, 16 x 20 x 1, MERV 8 (Box); Flanders Part No. 80055.016201 | 0.00     | Each               | \$ 2.7800  | \$ 0.00    |
| 97        | Air Filter, Poly, 16 x 25 x 1, MERV 8 (Box); Flanders Part No. 80055.016251 | 0.00     | Each               | \$ 3.3600  | \$ 0.00    |
| 98        | Air Filter, Poly, 16 x 30 x 1, MERV 8 (Box); Flanders Part No. 80055.016301 | 0.00     | Each               | \$ 3.9300  | \$ 0.00    |
| 99        | Air Filter, Poly, 18 x 24 x 1, MERV 8 (Box); Flanders Part No. 80055.018241 | 0.00     | Each               | \$ 3.2500  | \$ 0.00    |
| 100       | Air Filter, Poly, 20 x 20 x 1, MERV 8 (Box); Flanders Part No. 80055.020201 | 0.00     | Each               | \$ 3.0300  | \$ 0.00    |
| 101       | Air Filter, Poly, 20 x 25 x 1, MERV 8 (Box); Flanders Part No. 80055.020251 | 0.00     | Each               | \$ 3.3800  | \$ 0.00    |
| 102       | Air Filter, Poly, 20 x 30 x 1, MERV 8 (Box); Flanders Part No. 80055.020301 | 0.00     | Each               | \$ 3.8800  | \$ 0.00    |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 103       | Air Filter, Poly, 24 x 24 x 1, MERV 8 (Box); Flanders Part No. 80055.024241                              | 0.00     | Each               | \$ 3.8000  | \$ 0.00    |
| 104       | Air Filter, Specialty, 12 x 24 x 12, MERV 8; Glasfloss Part No. MAGGH2412B30X                            | 0.00     | Each               | \$ 62.2300 | \$ 0.00    |
| 105       | Air Filter, Specialty, 20 x 24 x 12, MERV 8; Glasfloss Part No. MAGGH2420B30X                            | 0.00     | Each               | \$ 79.3000 | \$ 0.00    |
| 106       | Air Filter, Specialty, 24 x 24 x 12, MERV 8; Glasfloss Part No. MAGGH2424B30X                            | 0.00     | Each               | \$ 84.5000 | \$ 0.00    |
| 107       | Air Filter, Specialty, 20 x 80 Poly Link Filters, MERV 8; Glasfloss Part No. PIP208020                   | 0.00     | Each               | \$ 16.9100 | \$ 0.00    |
| 112       | Air Filter, Metal, 12 x 24 x 6, MERV 14, Rigid; Flanders Part No. PRP9552406H                            | 0.00     | Each               | \$ 35.9500 | \$ 0.00    |
| 113       | Air Filter, Metal, 24 x 24 x 6, MERV 14, Rigid; Flanders Part No. PRP9554406H                            | 0.00     | Each               | \$ 41.7000 | \$ 0.00    |
| 114       | Air Filters not list above; +21 % Markup - This includes any Non-Pleated and other Specialty Air Filters | 0.00     | Each               | \$ 1.0000  | \$ 0.00    |

**TOTAL: \$ .00**

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# City of Chattanooga

Mayor Andy Berke

November 21, 2018

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

**Subject: Contract Renewal of Blanket PO No. 546382 – Painting Services –  
Waste Resource Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 546382 for Painting Services, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) renewal option for twelve (12) months through November, 2019, with one (1) renewal option remaining for an estimated annual amount of \$550,000. A copy of the signed letter from vendor and a copy of the contract are enclosed. This renewal will also include a price increase.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 546382 for Painting Services to DACA Specialty Services, 6550 McDonough Drive, Norcross, GA 30093.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



**City of Chattanooga**  
**Mayor Andy Berke**

October 17, 2018

DACA Specialty Services  
Attn: Josh Hames  
6550 McDonough Drive  
Norcross, GA 30093

Subject: 546382 – Painting & Related Surface Preparation Services

Dear Mr. Hames:

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

The new expiration date will be November 13, 2019

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

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

Signed: \_\_\_\_\_

Date: 11/19/2018

Sincerely,

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

**SEE ATTACHED REVISIONS**

# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 803161                      |
|  | DACA Specialty Services<br>6550 McDonough Dr<br>Norcross, GA 30093 |

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| PO Date: 13-NOV-17<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>546382</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>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.: 160766<br>Ordering Dept.: Waste Resources<br>Buyer: Geoffrey Hipp 423-643-7233<br>*****<br>DESCRIPTION:<br>This shall be a twelve (12) month blanket contract for Painting and Related Surface Preparation Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.<br>*****<br>NOTES:<br>The bid submitted by DACA Specialty Services dated 10-24-17 is hereby made a part of this contract.<br>Payment Terms: Net 30 days<br>Delivery Terms: As Needed<br>*****<br>PRICE ESCALATION CLAUSE:<br>All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.<br>*****<br>APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2017<br>*****<br>CONTRACT BEGINNING/ENDING DATES:<br>11-14-2017 TO 11-14-2018<br>*****<br>Vendor Contact: Josh Hames<br>Phone: 770-451-6433<br>Fax: 770-451-8594 |                            |                    |      |            |       |

\*\*\*\*\* 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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 803161                      |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  | Requisition Number |        |            | Bid Number |
|-----------|--|--------------------|--------|------------|------------|
| Line Nbr  | Item ID - Item Description                                 | Quantity           | Unit   | Unit Price | Total      |
| 1         | Specialized Materials and Equipment Rentals 10% Markup     | 0.00               | Dollar | \$ 1.0000  | \$ 0.00    |
| 2         | Painter with brush/roller                                  | 0.00               | Hour   | \$ 26.9000 | \$ 0.00    |
| 3         | Working Foreman Labor, Painting with Brush/Roller          | 0.00               | Hour   | \$ 33.6100 | \$ 0.00    |
| 4         | Painter with Airless and Air Spray                         | 0.00               | Hour   | \$ 34.0700 | \$ 0.00    |
| 5         | Working Foreman Labor, Painting with Airless and Air Spray | 0.00               | Hour   | \$ 37.8800 | \$ 0.00    |
| 6         | Hot/Cold Pressure Water Blasting/Cleaner                   | 0.00               | Hour   | \$ 34.0700 | \$ 0.00    |
| 7         | Working Foreman, Hot/Cold Pressure Water Blasting/Cleaning | 0.00               | Hour   | \$ 37.8800 | \$ 0.00    |
| 8         | Labor, Sandblasting  | 0.00               | Hour   | \$ 72.2400 | \$ 0.00    |
| 9         | Working Foreman Labor, Sandblasting                        | 0.00               | Hour   | \$ 80.6200 | \$ 0.00    |
| 10        | Articulating Lift or Scissor Lift                          | 0.00               | Hour   | \$ 57.3300 | \$ 0.00    |

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# Purchase Order BLANKET



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

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
|--|--|

| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description                | Quantity | Unit               | Unit Price | Total      |
| 11        | Boom Truck                                | 0.00     | Hour               | \$ 57.3300 | \$ 0.00    |
| 12        | Project Manager (up to 10 hours per week) | 0.00     | Hour               | \$ 74.7600 | \$ 0.00    |

**TOTAL: \$ .00**

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# Standard Terms and Conditions

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## City of Chattanooga Purchase Order Standard Terms and Conditions

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

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

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

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

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

5. **PRICE WARRANTY.** Contractor warrants that the prices for the goods or services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Contractor reduces its price for the goods or services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.

7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors.

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

a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.

b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

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

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

i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:

a) Commercial General Liability

b) Auto Liability

c) Worker's Compensation Insurance and Employer's Liability Insurance

d) Professional Liability Insurance

ii. Contractor's insurance must be primary insurance as respects performance of subject contract.

iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

**9. LIMITATIONS OF RESPONSIBILITY.** In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or services delivered must be commenced within one (1) year after the cause of action has accrued.

**10. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

**11. RECORDS RETENTION AND AUDIT.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)

a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of

the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.

c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years

after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

**12. TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.

**13. TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

**14. DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

a. The mediation shall be conducted by a mediator mutually acceptable to both parties.

b. The parties agree to share equally in the expense of the mediation.

c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or

restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

**15. DELAY IN PERFORMANCE.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

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

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

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

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

City of Chattanooga

Attn: Purchasing

101 E. 11th Street, Suite G13

Chattanooga, TN 37402

(423) 643-7230

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

18. **WAIVER.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type

19. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. **SUCCESSORS AND ASSIGNS.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **ASSIGNMENT.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in

performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.

23. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

26. **NON-DISCRIMINATION.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

27. **DRUG FREE WORKFORCE.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

28. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

29. **COMPLIANCE WITH LAWS.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

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



# Purchase Order BLANKET



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

P.O. #  
546382

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| <p>Vendor Number:<br/>Vendor Alternate ID: 803161</p> <p>DACA Specialty Services<br/>6550 McDonough Dr<br/>Norcross, GA 30093</p> |
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| <p>PO Date: 13-NOV-17<br/>Buyer: Geoffrey Hipp<br/>FOB: DESTINATION<br/>Terms: Immediate</p> | <p>Purchase Order Number:<br/>546382</p> <p>Material/Unit/Quantity/Price<br/>Description/Unit/Quantity/Price</p> |
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| <p>Accounts Payable Division<br/>City of Chattanooga<br/>101 East 11th Street, Suite 101<br/>Chattanooga, TN 37402</p> |
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| ITEM | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE | REMARKS |
|------|-------------|----------|------------|-------------|---------|
|------|-------------|----------|------------|-------------|---------|

Requisition No.: 160766  
 Ordering Dept.: Waste Resources  
 Buyer: Geoffrey Hipp 423-843-7233

DESCRIPTION:  
 This shall be a twelve (12) month blanket contract for Painting and Related Surface Preparation Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.

NOTES:  
 The bid submitted by DACA Specialty Services dated 10-24-17 is hereby made a part of this contract.  
 Payment Terms: Net 30 days  
 Delivery Terms: As Needed

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

APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2017

CONTRACT BEGINNING/ENDING DATES:  
 11-14-2017 TO 11-14-2018

Vendor Contact: Josh Hames  
 Phone: 770-451-8433  
 Fax: 770-451-8594

*Bill Woodward  
11/14/17*

\*\*\*\*\* 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

Page 2 of 4  
Printed: 11/13/2017



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

*Vendor proposed changes*  
P.O.#  
546382

Vendor Number:  
Vendor Alternate ID: B03161

DACA Specialty Services  
6550 McDonough Dr  
Norcross, GA 30093

PO Date: 13-NOV-17  
Buyer: Geoffrey Hipp  
FOB: DESTINATION  
Terms: Immediate

Purchase Order Number:  
546382

Invoice to the Vendor:  
Address shown below

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

| LINE NUMBER | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE             | AMOUNT | AMOUNT  |
|-------------|--|----------|--------|------------------------|--------|---------|
| 1           | Specialized Materials and Equipment Rentals 10% Markup     | 0.00     | Dollar | \$ 1,0000              | -NC-   | \$ 0.00 |
| 2           | Painter with brush/roller                                  | 0.00     | Hour   | <del>\$-26-9000-</del> | 27.71  | \$ 0.00 |
| 3           | Working Foreman Labor, Painting with Brush/Roller          | 0.00     | Hour   | <del>\$-33-8400</del>  | 34.62  | \$ 0.00 |
| 4           | Painter with Airless and Air Spray                         | 0.00     | Hour   | <del>\$-34-8700</del>  | 35.09  | \$ 0.00 |
| 6           | Working Foreman Labor, Painting with Airless and Air Spray | 0.00     | Hour   | <del>\$-37-8800</del>  | 39.02  | \$ 0.00 |
| 6           | Hot/Cold Pressure Water Blasting/Cleaner                   | 0.00     | Hour   | <del>\$-34-0700</del>  | 35.09  | \$ 0.00 |
| 7           | Working Foreman, Hot/Cold Pressure Water Blasting/Cleaning | 0.00     | Hour   | <del>\$-37-8800</del>  | 39.02  | \$ 0.00 |
| 8           | Labor, Sandblasting  | 0.00     | Hour   | <del>\$-72-2400</del>  | 74.44  | \$ 0.00 |
| 9           | Working Foreman Labor, Sandblasting                        | 0.00     | Hour   | <del>\$-80-6200</del>  | 83.04  | \$ 0.00 |
| 10          | Articulating Lift or Scissor Lift                          | 0.00     | Hour   | <del>\$-57-3900</del>  | 59.05  | \$ 0.00 |

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Electronic approval is an 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

P.O. #  
546382

Vendor Number:  
Vendor Alternate ID: 803161

DACA Specialty Services  
6550 McDonough Dr  
Norcross, GA 30093

PO Date: 13-NOV-17  
Buyer: Geoffrey Hipp  
FOB: DESTINATION  
Terms: Immediate

Purchase Order Number:  
546382

Vendor Name:  
DACA Specialty Services  
Address:  
6550 McDonough Dr  
Norcross, GA 30093

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

| Item Number   | Description                               | Quantity | Unit | Unit Price | Extended Price | Rate | Total          |
|---------------|---|----------|------|------------|----------------|------|----------------|
| 11            | Boom Truck                                | 0.00     | Hour | \$-67.3300 | 69.35          |      | \$ 0.00        |
| 12            | Project Manager (up to 10 hours per week) | 0.00     | Hour | \$-74.7800 | 77.01          |      | \$ 0.00        |
| <b>TOTAL:</b> |   |          |      |            |                |      | <b>\$ 0.00</b> |

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# City of Chattanooga

Mayor Andy Berke

November 28, 2018

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

Subject: 177286 / 305254 – Bulk Mulch – Parks Division – Public Works  
Department

Dear Mr. Holland:

Council approval is recommended to issue two (2) blanket contracts for Bulk Mulch, Parks Division, Public Works Department. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$150,000.

The invitation to bid was sent to fifteen (15) vendors as well as formally advertised. Bids were received from two (2) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

#### Vendors

Extreme Green Landscaping  
Shepard's Mulch, Inc

I recommend awarding the blanket contracts for Bulk Mulch to (1) Shepard's Mulch, Inc (Lines 1 - 2), 110 Round Knob Road, Rocky Face, GA 30740, and (2) Extreme Green Landscaping (Lines 3 - 7), 9424 Edenshire Drive, Knoxville, TN 37922, as the lowest overall bids meeting specifications for the City of Chattanooga.

Respectfully yours,

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

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments

| Item #        | Item   | UOM    | Quantity | Extreme Green Landscaping |              | bid per 65 cubic yards |                     | Shepard's Mulch Inc |             | bid per 65 cubic yards |                    |
|---------------|--|--------|----------|---------------------------|--------------|------------------------|---------------------|---------------------|-------------|------------------------|--------------------|
|               |  |        |          | Unit Price                | Total Price  | Unit Price             | Total Price         | Unit Price          | Total Price |                        |                    |
| 1             | Shredded Hardwood Mulch - Truck Load                     | Lot    | 6        | \$ 1,280.50               | \$ 7,683.00  |                        |                     |                     |             |                        |                    |
| 2             | Pine Bark Nuggets Mulch - Truck Load                     | Lot    | 6        | \$ 1,416.25               | \$ 8,497.50  |                        |                     |                     |             |                        |                    |
| 3             | Pine Straw Mulch - Pallet                                | Lot    | 288      | \$ 300.00                 | \$ 86,400.00 |                        |                     |                     |             |                        |                    |
| 4             | Engineered Wood Fiber Mulch for Playgrounds - Truck Load | Lot    | 6        | \$ 1,573.00               | \$ 9,438.00  |                        |                     |                     |             |                        |                    |
| 5             | Delivery & Installation priced per Unit                  | Each   | 1        | \$ 975.00                 | \$ 975.00    |                        |                     |                     |             |                        |                    |
| 6             | Delivery & Installation per Cubic Foot                   | Cu. Ft | 1        | \$ 2.00                   | \$ 2.00      |                        |                     |                     |             |                        |                    |
| 7             | Delivery & Installation priced per Cubic Yard            | Cu. Yd | 1        | \$ 15.00                  | \$ 15.00     |                        |                     |                     |             |                        |                    |
| 1             | Shredded Hardwood Mulch - Truck Load                     | Lot    | 6        |                           |              | \$ 1,040.00            | \$ 6,240.00         |                     |             |                        |                    |
| 2             | Pine Bark Nuggets Mulch - Truck Load                     | Lot    | 6        |                           |              | \$ 1,170.00            | \$ 7,020.00         |                     |             |                        |                    |
| 3             | Pine Straw Mulch - Pallet                                | Lot    | 288      |                           |              | \$ -                   | \$ -                |                     |             |                        |                    |
| 4             | Engineered Wood Fiber Mulch for Playgrounds - Truck Load | Lot    | 6        |                           |              | \$ -                   | \$ -                |                     |             |                        |                    |
| 5             | Delivery & Installation priced per Unit                  | Each   | 1        |                           |              | \$ -                   | \$ -                |                     |             |                        |                    |
| 6             | Delivery & Installation per Cubic Foot                   | Cu. Ft | 1        |                           |              | \$ -                   | \$ -                |                     |             |                        |                    |
| 7             | Delivery & Installation priced per Cubic Yard            | Cu. Yd | 1        |                           |              | \$ -                   | \$ -                |                     |             |                        |                    |
| <b>TOTAL:</b> |  |        |          |                           |              |                        | <b>\$113,010.50</b> |                     |             |                        | <b>\$13,260.00</b> |

**Cowart Mulch Products, Inc**  
1800 Daisy Street  
Chattanooga, TN 37406

**Magic Mulch Chattanooga**  
595 Scruggs Road  
Building 103  
Ringgold, GA 30736

**Earthscapes Solutions, Inc**  
400 Alpine Way  
Chattanooga, TN 37419

**Thompson Brothers  
Landscaping, LLC**  
2057 County Line Road  
Rock Spring, GA 30739

**Shepard's Mulch, Inc**  
110 Round Knob Road  
Rocky Face, GA 30740

**Lamar Shepard & Sons Mulch,  
Inc**  
701 N. Varnell Road  
Tunnel Hill, GA 30755

**McKinnley Supply, LLC**  
411 W. 21st Street  
Chattanooga, TN 37408

**Lawn Pro's Landscape of  
Chattanooga**  
2005 Stuart Street  
Chattanooga, TN 37406

**SiteOne Landscape Supply**  
1385 E. 36th Street  
Cleveland, OH 44114

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

**The Barn Nursery**  
1801 E. 24th Street Place  
Chattanooga, TN 37407

**Bliss Products, Inc**  
6831 S. Sweetwater Road  
Lithia Springs, GA 30122

**The Barky Beaver**  
425 E. Main Street  
Cookeville, TN 38506

**Shelton Landscape Supply**  
7703 Hixson Pike  
Hixson, TN 37343

**Holcomb Garden Center**  
5513 Hwy 153  
Hixson, TN 37343

Date: October 25, 2018

Requisition No.: 177286

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on November 8, 2018*

**Requisition / Bid No.: R177286 / 305254**

**Ordering Dept.: Parks Division**

**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Bulk Mulch**

\*\*\*\*\*

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

**2:00 P.M., EST on November 8, 2018**

\*\*\*\*\*

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

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

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

**Note: ALL BIDS MUST BE SIGNED**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** SHEPARD'S MULCH INC.

**Mailing Address:** P.O. Box 636

**City & Zip Code:** Rocky Face, GA 30740

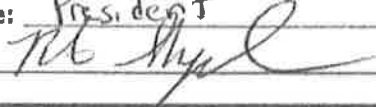
**Phone/Toll Free No.:** 706 278 5622

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** mulch Shepard@yahoo.com

**Contact Person:** Brent Shepard

**Company Title:** President

**Signature:** 

# BID SOLICITATION



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

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

**BID NUMBER: 305254**

---

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

**SEALED BIDS**

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

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RFQ

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

| Item  | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| Requisition / Bid No.: 177286 / 305254<br>Ordering Dept.: Park Division, Public Works Department<br>Buyer: Mark McKeel<br>Phone No.: 423-643-7236<br><br>Items Being Purchased: Bulk Mulch<br><br>ATTACHMENTS:<br>1. Specifications & Bid Form (4 pages)<br>2. Affirmative Action Plan (2 pages)<br>3. Insurance Requirements (2 pages)<br>4. Iran Divestment Act Disclosure (1 page)<br>5. No Contact / No Advocacy Notice (1 page)<br>City of Chattanooga (COC) Terms and Conditions posted on Website<br><a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br>If you can't download call buyer for a copy.<br><br>This Shall Be A Twelve (12) Month Blanket Contract To Supply Mulch to the Parks Division.<br><br>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.<br><br>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.<br><br>*** BID MUST BE RECEIVED NO LATER THAN ***<br>*** 2:00 PM EST ON November 8, 2018 ***<br><br>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305254) ON OUTSIDE PACKAGING<br><br>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****<br><br>Price Escalation Clause:<br>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.<br><br>NOTE:<br>ALL BIDS MUST BE SIGNED<br>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.<br><br>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for |            |          |      |            |       |



# BID SOLICITATION



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

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

**BID NUMBER: 305254**

---

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

**SEALED BIDS**

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

**V**  
**E** RFQ  
**N**  
**D**  
**O**  
**R**

**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
**L**  
**T**  
**O**

| Item  | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****<br/>                     PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Shepherd's Mulch INC</u><br/>                     Address <u>110 Round Knob Drive</u><br/> <u>Rocky Face GA 30740</u><br/>                     Phone/Toll-Free No. <u>(706) 278-5622</u><br/>                     Fax No. _____<br/>                     eMail Address <u>mulchshepard@yahoo.com</u><br/>                     Contact Person's Name <u>Brent Shepard</u><br/>                     Estimated Delivery <u>1 to 2 days</u><br/>                     Minorly-Owned Business _____ Small Business <input checked="" type="checkbox"/> Veteran _____<br/>                     Minorly Woman-Owned Business _____ Disabled Veteran _____<br/>                     Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p> |            |          |      |            |       |

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

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

TERMS OF PAYMENT: 30 day

TELEPHONE NUMBER: 706 278 5622

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

COMPANY: Shepherd's Mulch INC.

SIGNATURE [Signature]

NAME AND TITLE: Brent Shepard president

# BID SOLICITATION



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

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

**BID NUMBER:** 305254

---

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

SEALED BIDS

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

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

| Item | Class-Item   | Quantity | Unit | Unit Price       | Total                                     |
|------|--|----------|------|------------------|---|
| 1    | Shredded Hardwood Mulch - Truck Load                     | 6        | Lot  | <u>16 per yd</u> | <u>1040<sup>00</sup></u><br><i>65 yds</i> |
| 2    | Pine Bark Nuggets Mulch - Truck Load                     | 6        | Lot  | <u>18 per yd</u> | <u>3270<sup>00</sup></u><br><i>65 yds</i> |
| 3    | Pine Straw Mulch - Pallet                                | 288      | Lot  | <u>N/A</u>       | <u>N/A</u>                                |
| 4    | Engineered Wood Fiber Mulch for Playgrounds - Truck Load | 6        | Lot  | <u>N/A</u>       | <u>N/A</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: 30 days

TELEPHONE NUMBER: 706 278 5022

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

COMPANY: Slipson's Mulch INC

SIGNATURE: [Signature]

NAME AND TITLE: Brent Slipson President

**SPECIFICATIONS FOR  
CITY OF CHATTANOOGA, PWD  
Bulk Mulch  
(10/2/18)**

**1. GENERAL**

- 1.1. General Conditions and Instructions to Bidders  
Bidders must submit a completed bid proposal form (provided as part of these specifications)

The CONTRACTOR shall comply with the Terms and Conditions posted on website <http://chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

Name, phone number, and email of point of contact for orders.

- 1.2. Length of Contract  
The length of this contract shall be for a period of twelve (12) months after the receipt of a Purchase Order form the City of Chattanooga. The contract will have an option to renew for an additional 2 - twelve (12) months at the same or lower prices.

**2. PRODUCT DESCRIPTION**

- 2.1. Shredded Hardwood Mulch: Brown, less than 3", and less than 0.5% contamination of plastic, glass, metal, or rock
- 2.2. Pine Bark Nuggets: Brown, Mini Nuggets, and less than 0.5% contamination of plastic, glass, metal, or rock
- 2.3. Pine Straw: Less than 0.5% contamination of plastic, glass, metal, or rock
- 2.4. Engineered Wood Fiber Playground Mulch: Size-controlled softwoods and/or hardwoods that average 1"-2" in length and contain a maximum of fine particles; Non-toxic, free of paint, chemicals, or additives; contains minimal bark and is free of twigs, leaf debris, and other organic material. Must meet all applicable ASTM Standards.

**3. PAYMENT OF SERVICES**

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

- 3.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 3.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 3.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 3.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 3.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
- 3.7. Markup will be calculated as the following example:
  - 3.7.1. If the part costs vendor \$100.00,
  - 3.7.2. and the Markup on contract is 10%,
  - 3.7.3. City will reimburse Vendor \$110.00.
- 3.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- 3.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 3.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 3.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

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

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

and copy sent to:

Parks Division  
1503 Middle St  
Chattanooga, TN 37408  
[ammccormick@chattanooga.gov](mailto:ammccormick@chattanooga.gov)

| Item   | Price per truckload,<br>delivered (approx. 65 cubic<br>yards or pallet of straw) |
|--|--|
| Shredded Hardwood Mulch                        | \$ 1,040 <sup>02</sup> per load  |
| Pine Bark Nuggets                              | \$ 1,170 <sup>02</sup> per load  |
| Pine Straw (48 bales/pallet)                   | \$ N/A   |
| Engineered Wood Fiber<br>Mulch for Playgrounds | \$ N/A   |

## Affirmative Action Plan

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

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

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

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



(Signature of Contractor)

Shepard's Muck H INC

(Title and Name of Construction Company)

11/7/18

(Date)



## REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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

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

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

(SIGNED)



(PRINTED NAME)

Brent Shepard

(BUSINESS NAME)

Shepard's mulch INC

(DATE)

11/7/18

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

Shepard's multi INC (Vendor Agent name), states that:

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

Shepard's multi INC. (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305254, 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:

Brent Shepard

Printed Name:

Brent Shepard

Title:

president

Date:

11/17/18

**ADDENDUM NO: 2**

**REQ NO: 177286**

**FINAL SUBMITTAL: November 8, 2018 2:00 PM EST**

**FINAL QUESTIONS: October 31, 2018 2:00 PM EST**

**Department: Parks Division, Public Works**

**Changes to Bid No. 305254:**

**Question 1** Do you have to bid straw too? *N/A*  
**Answer** Pine Straw

**Question 2** Do we have to bid installed  
**Answer** Yes, per Addendum 1 price per cubic yard. *N/A*

**Question 3** Is the hardwood dyed brown?  
**Answer** Specs call for Brown color. Shredded hardwood, dark color is *N/A* preferred.

**If you have other options that could be bid, please list on a separate sheet with pricing.**

**Req No: 177286 Bulk Mulch**

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

**Name:** *Mark McKeel*

**Company:** *Siteprods Mulch H INC.*

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

**ADDENDUM NO: 1**

**REQ NO: 177286**

**FINAL SUBMITTAL: November 8, 2018 2:00 PM EST**

**FINAL QUESTIONS: October 31, 2018 2:00 PM EST**

**Department: Parks Division, Public Works**

**Changes to Bid No. 305254:**

**Please provide pricing for the following:**

- 1. Delivery & Installation priced per Unit \$ N/A
- 2. Delivery & Installation priced per Cubic Foot \$ N/A
- 3. Delivery & Installation priced Cubic Yard \$ N/A

**Req No: 177286 Bulk Mulch**

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

**Name:** *Mark McKeel president*

**Company:** *Stjepan do mulch Inc.*

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

Date: October 25, 2018

Requisition No.: 177286

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on November 8, 2018*

Requisition / Bid No.: R177286 / 305254  
Ordering Dept.: Parks Division  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

\*\*\*\*\*

**Items Being Purchased: Bulk Mulch**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\*  
2:00 P.M., EST on November 8, 2018**

\*\*\*\*\*

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

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

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

**Note: ALL BIDS MUST BE SIGNED**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Company Name: Extreme Green Landscaping

Mailing Address: 9424 Edenshire Dr.

City & Zip Code: Knoxville TN 37922

Phone/Toll Free No.: 865-776-1804

Fax No.: 865-691-1160

E-Mail Address: extremegreenlawns@gmail.com

Contact Person: Nick Davis

Company Title: OWNER

Signature: *N. Davis*

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

08-NOV-18 at 2:00 PM

**BID NUMBER: 305254**

**BUYER:**

**PHONE #: (423) 643-7230**

**DELIVERY REQUIRED:**

**SEALED BIDS**

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

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**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
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| Item  | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>Requisition / Bid No.: 177286 / 305254<br/>                     Ordering Dept : Park Division, Public Works Department<br/>                     Buyer: Mark McKeel<br/>                     Phone No.: 423-643-7236</p> <p>Items Being Purchased: Bulk Mulch</p> <p><b>ATTACHMENTS:</b><br/>                     1. Specifications &amp; Bid Form (4 pages)<br/>                     2. Affirmative Action Plan (2 pages)<br/>                     3. Insurance Requirements (2 pages)<br/>                     4. Iran Divestment Act Disclosure (1 page)<br/>                     5. No Contact / No Advocacy Notice (1 page)<br/>                     City of Chattanooga (COC) Terms and Conditions posted on Website<br/> <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br/>                     If you can't download call buyer for a copy.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Mulch to the Parks Division.</p> <p>The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN ***<br/>                     *** 2:00 PM EST ON November 8, 2018 ***</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305254) ON OUTSIDE PACKAGING</p> <p>*** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>Price Escalation Clause:<br/>                     If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments</p> <p><b>NOTE:</b><br/>                     ALL BIDS MUST BE SIGNED<br/>                     All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for</p> |            |          |      |            |       |

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

08-NOV-18 at 2:00 PM

**BID NUMBER: 305254**

**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 |
|--|------------|----------|------|------------|-------|
| <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin</p> <p>**** NOTE ****<br/>                     PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION</p> <p>Company Name <u>Extreme Green Landscaping</u><br/>                     Address <u>9424 Edenshire Dr</u><br/> <u>Knoxville, TN 37922</u><br/>                     Phone/Toll-Free No <u>865-776-1804</u><br/>                     Fax No <u>865-691-1160</u><br/>                     eMail Address <u>extremegreenlawns@gmail.com</u><br/>                     Contact Person's Name <u>Nick Davis</u><br/>                     Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business <input checked="" type="checkbox"/> Veteran _____<br/>                     Minority Women-Owned Business _____ Disabled Veteran _____<br/>                     Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F O B DESTINATION ****</p> |            |          |      |            |       |

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

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

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

COMPANY: Extreme Green Landscaping

SIGNATURE Nick Davis

NAME AND TITLE Nick Davis OWNER



# BID SOLICITATION



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

## BID OPENING DATE AND TIME:

08-NOV-18 at 2:00 PM

BID NUMBER: 305254

## BUYER:

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

### SEALED BIDS

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

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

| Item | Class-Item   | Quantity | Unit | Unit Price | Total   |
|------|--|----------|------|------------|---------|
| 1    | Shredded Hardwood Mulch - Truck Load                     | 6        | Lot  | 1280.50    | 7683.00 |
| 2    | Pine Bark Nuggets Mulch - Truck Load                     | 6        | Lot  | 1416.25    | 8498.00 |
| 3    | Pine Straw Mulch - Pallet                                | 288      | Lot  | 86400      | 86400   |
| 4    | Engineered Wood Fiber Mulch for Playgrounds - Truck Load | 6        | Lot  | 1573.00    | 9438.00 |

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

TERMS OF PAYMENT \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

COMPANY: Extreme Green Landscaping

SIGNATURE: N. Davis

NAME AND TITLE Nick Davis OWNER

| Item   | Price per truckload,<br>delivered (approx. 85 cubic<br>yards or pallet of straw) |
|--|--|
| Shredded Hardwood Mulch                        | \$ 1280.50   |
| Pine Bark Nuggets                              | \$ 1416.25   |
| Pine Straw (48 bales/pallet)                   | \$ 300.00 / Pallet   |
| Engineered Wood Fiber<br>Mulch for Playgrounds | \$ 1573.00   |

**SPECIFICATIONS FOR  
CITY OF CHATTANOOGA, PWD  
Bulk Mulch  
(10/2/18)**

**1. GENERAL**

- 1.1. **General Conditions and Instructions to Bidders**  
Bidders must submit a completed bid proposal form (provided as part of these specifications)

The CONTRACTOR shall comply with the Terms and Conditions posted on website <http://chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

Name, phone number, and email of point of contact for orders.

- 1.2. **Length of Contract**  
The length of this contract shall be for a period of twelve (12) months after the receipt of a Purchase Order form the City of Chattanooga. The contract will have an option to renew for an additional 2 - twelve (12) months at the same or lower prices.

**2. PRODUCT DESCRIPTION**

- 2.1. **Shredded Hardwood Mulch:** Brown, less than 3", and less than 0.5% contamination of plastic, glass, metal, or rock
- 2.2. **Pine Bark Nuggets:** Brown, Mini Nuggets, and less than 0.5% contamination of plastic, glass, metal, or rock
- 2.3. **Pine Straw:** Less than 0.5% contamination of plastic, glass, metal, or rock
- 2.4. **Engineered Wood Fiber Playground Mulch:** Size-controlled softwoods and/or hardwoods that average 1"-2" in length and contain a maximum of fine particles; Non-toxic, free of paint, chemicals, or additives; contains minimal bark and is free of twigs, leaf debris, and other organic material. Must meet all applicable ASTM Standards.

**3. PAYMENT OF SERVICES**

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

- 3.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 3.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 3.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 3.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 3.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
- 3.7. Markup will be calculated as the following example:
- 3.7.1. If the part costs vendor \$100.00,
- 3.7.2. and the Markup on contract is 10%,
- 3.7.3. City will reimburse Vendor \$110.00.
- 3.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- 3.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 3.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 3.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

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

**City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)**

**and copy sent to:**

**Parks Division  
1503 Middle St  
Chattanooga, TN 37408  
[ammccormick@chattanooga.gov](mailto:ammccormick@chattanooga.gov)**

## Affirmative Action Plan

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

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

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

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

  
(Signature of Contractor)

OWNER *Extreme Green Landscaping*  
(Title and Name of Construction Company)

\_\_\_\_\_  
11-3-18  
(Date)

## REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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



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

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

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

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

The liability limits shall not be less than

|                 |   |
|-----------------|---|
| Bodily Injury   | \$ 500,000 each person<br>\$1,000,000 each occurrence |
| Property Damage | \$ 250,000 each occurrence<br>\$ 500,000 aggregate    |

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

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

The liability limits shall not be less than:

|                 |  |
|-----------------|--|
| Bodily Injury   | \$ 250,000 each person<br>\$ 500,000 each occurrence |
| Property Damage | \$ 100,000 each occurrence                           |

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

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

(SIGNED)



(PRINTED NAME)

Nick Davis

(BUSINESS NAME)

Extreme Green Landscaping

(DATE)

11-3-18

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

*Nick Davis*

(Vendor Agent name), states that:

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

*Landscaping*

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation # *305254*, 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:

*N. Davis*

Printed Name:

*Nick DAVIS*

Title: *OWNER*

Date: *11-3-18*

**ADDENDUM NO: 1**

**REQ NO: 177286**

**FINAL SUBMITTAL: November 8, 2018 2:00 PM EST**

**FINAL QUESTIONS: October 31, 2018 2:00 PM EST**

**Department: Parks Division, Public Works**

**Changes to Bid No. 305254:**

**Please provide pricing for the following:**

1. Delivery & Installation priced per Unit \$ 975
2. Delivery & Installation priced per Cubic Foot \$ 2
3. Delivery & Installation priced Cubic Yard \$ 15

**Req No: 177286 Bulk Mulch**

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

**Name:** Nick Davis

**Company:** Extreme Green Landscaping

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

**ADDENDUM NO: 2**

**REQ NO: 177286**

**FINAL SUBMITTAL: November 8, 2018 2:00 PM EST**

**FINAL QUESTIONS: October 31, 2018 2:00 PM EST**

**Department: Parks Division, Public Works**

**Changes to Bid No. 305254:**

**Question 1 Do you have to bid straw too?**

**Answer Pine Straw**

**Question 2 Do we have to bid installed**

**Answer Yes, per Addendum 1 price per cubic yard.**

**Question 3 Is the hardwood dyed brown?**

**Answer Specs call for Brown color. Shredded hardwood, dark color is preferred.**

**If you have other options that could be bid, please list on a separate sheet with pricing.**

**Req No: 177286 Bulk Mulch**

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

**Name:**

*Nick Davis*

**Company:**

*Extreme Green Landscaping*

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



# City of Chattanooga

Mayor Andy Berke

November 28, 2018

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

Subject: R160462 – Kitchen Equipment Repair Services – Extend Blanket PO 546393

Dear Mr. Jennings:

Council approval is recommended to extend blanket contract 546393 for Kitchen Equipment Repair Services as needed by the Department of Youth and Family Development. The estimated annual expenditure under this contract is \$30,000.00.

The bid solicitation was sent to seven (7) vendors. Two (2) bids were received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 546393 is attached.

I recommend the extension of this contract with Mountain City Service, Inc., as being in the best interest for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward  
Purchasing Director

BW/wt  
Attachments

Vendor address:

Mountain City Service, Inc.  
P.O. Box 300  
Signal Mountain, TN 37377

# Purchase Order BLANKET



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

|  |   |
|--|---|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 23399                    |
|  | Mountain City Service Inc<br>PO Box 300<br>Signal Mtn, TN 37377 |

|   |   |
|---|---|
| PO Date: 15-NOV-17<br>Buyer: William Tucker<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>546393</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor  |                                   | Requisition Number |             | Bid Number        |              |
|--|-----------------------------------|--------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b>  | <b>Item ID - Item Description</b> | <b>Quantity</b>    | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
| Requisition No: 160462<br>Ordering Dept: Youth and Family Development<br>Buyer: William Tucker<br>Fax: 423-643-7244<br>Email: wtucker@chattanooga.gov<br>.....   |                                   |                    |             |                   |              |
| Items Being Purchased: Kitchen Equipment Repair Services<br>.....  |                                   |                    |             |                   |              |
| This shall be a twelve-month blanket contract to supply<br>Kitchen Equipment Repair Services<br>as needed by agencies of the City of Chattanooga.<br>The contract terms may be renewed for two (2) additional<br>twelve (12)-month terms under the same terms and conditions by<br>mutual agreement. The City of Chattanooga and the Contractor<br>may extend the contract by providing written confirmation of<br>agreement by both parties at least 30 days prior to the contract's<br>current expiration date.<br>..... |                                   |                    |             |                   |              |
| Vendor Contact Information:<br><br>Vendor Name: Mountain City Service, Inc.<br>Contact Person: David Broome<br>Tel.: 423-266-1909<br>Fax: 423-886-2083<br>Email: office@mtncity.net<br>Mailing Address: P.O. Box 300<br>City, State, Zip: Signal Mountain, TN 37377<br>.....   |                                   |                    |             |                   |              |

\*\*\*\*\* 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.

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# Purchase Order BLANKET



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

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|--|---|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 23399                    |
|  | Mountain City Service Inc<br>PO Box 300<br>Signal Mtn, TN 37377 |

|   |   |
|---|---|
| PO Date: 15-NOV-17<br>Buyer: William Tucker<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>546393</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 1         | Avondale Kitchen Service, Technician, Regular Time Labor Rate                    | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 2         | Avondale Kitchen Service, Helper, regular Time Labor Rate                        | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 3         | Avondale Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate   | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 4         | Avondale Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate       | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 5         | Avondale Parts and Materials, 15% Markup over Cost                               | 0.00     | Job                | \$ 1.0000  | \$ 0.00    |
| 6         | Cedar Hill Kitchen Service, Technician, Regular Time Labor Rate                  | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 7         | Cedar Hill Kitchen Service, Helper, regular Time Labor Rate                      | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 8         | Cedar Hill Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 9         | Cedar Hill Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate     | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 10        | Cedar Hill Parts and Materials, 15% Markup over Cost                             | 0.00     | Job                | \$ 1.0000  | \$ 0.00    |

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# Purchase Order BLANKET



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

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|--|---|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 23399                    |
|  | Mountain City Service Inc<br>PO Box 300<br>Signal Mtn, TN 37377 |

|   |   |
|---|---|
| PO Date: 15-NOV-17<br>Buyer: William Tucker<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>546393</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |   |          | Requisition Number |            | Bid Number |
|-----------|---|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description  | Quantity | Unit               | Unit Price | Total      |
| 11        | Daisy Kitchen Service, Technician, Regular Time Labor Rate                              | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 12        | Daisy Kitchen Service, Helper, regular Time Labor Rate                                  | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 13        | Daisy Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate             | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 14        | Daisy Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate                 | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 15        | Daisy Parts and Materials, 15% Markup over Cost   | 0.00     | Job                | \$ 1.0000  | \$ 0.00    |
| 16        | North Chattanooga Kitchen Service, Technician, Regular Time Labor Rate                  | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 17        | North Chattanooga Kitchen Service, Helper, regular Time Labor Rate                      | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 18        | North Chattanooga Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 19        | North Chattanooga Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate     | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 20        | North Chattanooga Parts and Materials, 15% Markup over Cost                             | 0.00     | Job                | \$ 1.0000  | \$ 0.00    |

\*\*\*\*\* NOTICE \*\*\*\*\*

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# Purchase Order BLANKET



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

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|--|---|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 23399<br><br>Mountain City Service Inc<br>PO Box 300<br>Signal Mtn, TN 37377 |
|--|---|

|   |   |
|---|---|
| PO Date: 15-NOV-17<br>Buyer: William Tucker<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>546393</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |  |          | Requisition Number |            | Bid Number |
|-----------|--|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description   | Quantity | Unit               | Unit Price | Total      |
| 21        | YFD 501 W. 12th St., Kitchen Service, Technician, Regular Time Labor Rate                  | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 22        | YFD 501 W. 12th St., Kitchen Service, Helper, regular Time Labor Rate                      | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 23        | YFD 501 W. 12th St., Kitchen Service, Technician, Overtime, Weekend and Holiday Labor Rate | 0.00     | Hour               | \$ 65.0000 | \$ 0.00    |
| 24        | YFD 501 W. 12th St., Kitchen Service, Helper, Overtime, Weekend and Holiday Labor Rate     | 0.00     | Hour               | \$ 40.0000 | \$ 0.00    |
| 25        | YFD 501 W. 12th St., Parts and Materials, 15% Markup over Cost                             | 0.00     | Job                | \$ 1.0000  | \$ 0.00    |

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

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# City of Chattanooga

Mayor Andy Berke

December 3, 2018

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

**Subject: New Contract Term for Blanket PO Nos. 533267 & 533268 – Natural Gas Service  
– City Wide – Purchasing Department**

Dear Ms. Sullivan:

Council approval is recommended to issue two (2) new contract terms for Blanket PO Nos. 533267 & 533268 for Natural Gas Service, City Wide. The contract term will be for twelve (12) months through December, 2019 for an estimated annual amount of \$200,000, with two (2) additional twelve (12) month terms. This utility is used primarily by Youth & Family Development, Chattanooga Fire Department and Waste Resource Division of Public Works.

TCA 7-51-910 and TCA 7-39-316 allows this purchase, exempted from the usual advertising and bidding requirements.

I recommend the new contract term for Blanket PO Nos. 533267 & 533268 for Natural Gas Service to Chattanooga Gas, an AGL Resources Company, P.O. Box 5408, Carol Stream, IL 60197, and SouthStar Energy Services, LLC, P.O. Box 945785, Atlanta, GA 30394, respectively.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments

# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 305081<br><br>Atlanta Gas Light Co<br>Chattanooga GasPO Box 5408<br>Carol Stream, IL 60197-5408 |
|--|--|

|  |
|--|
| PO Date: 06-JUL-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate |
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| <b>Purchase Order Number</b><br><b>533267</b>                                    |
| INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>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.: 101773 / 303525<br>Ordering Depts.: City Wide, Purchasing<br>Buyer: Mark McKeel<br>Phone No.: 423-643-7236<br><br>Items Being Purchased: Natural Gas Service<br><br>ATTACHMENTS:<br>City of Chattanooga (COC) Terms and Conditions posted on Website<br><a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br>If you can't download call buyer for a copy.<br><br>This Shall Be A Twelve (12) Month Blanket Contract To Supply the City of Chattanooga with Natural Gas.<br><br>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.<br><br>***** Vendor Shall Hold Prices Firm for First (1st) Year of Contract *****<br><br>Price Escalation Clause:<br>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.<br><br>Purchase Order is issued in accordance with Chattanooga Gas, an AGL Resources Company due to the volume of Natural Gas purchases for facilities by Youth & Family Development.<br><br>TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.<br><br>Approved by City Council on June 30, 2015<br><br>Contract Dates: July 6, 2015 to July 5, 2016<br><br>Vendor Contact: Customer Service No.: 866-643-4168<br>Report Leaks, Odor, or Emergencies: 866-643-4170<br>Phone No.: 800-427-5463 |                            |                    |      |            |       |

\*\*\*\*\* NOTICE \*\*\*\*\*

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# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 305081                                      |
|  | Atlanta Gas Light Co<br>Chattanooga Gas PO Box 5408<br>Carol Stream, IL 60197-5408 |

|  |   |
|--|---|
| PO Date: 06-JUL-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number</b><br><b>533267</b><br><br><b>INVOICES: Direct invoices in</b><br><b>DUPLICATE to the Invoice</b><br>address shown below. |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor   |                            | Requisition Number |      | Bid Number |       |
|---|----------------------------|--------------------|------|------------|-------|
| Line Nbr  | Item ID - Item Description | Quantity           | Unit | Unit Price | Total |
| Change Order #1   |                            |                    |      |            |       |
| .....<br>Contract has been extended an additional twelve (12) months.<br>The new contract performance date is July 5, 2017.<br>.....<br>City Council approved renewal on June 14, 2016.<br>.....<br>Council letter was sent through to add \$250,000 to both Natural Gas<br>contracts. This amount will not be added due to the amount that has<br>been released.<br>.....<br>1st Renewal |                            |                    |      |            |       |

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# Purchase Order BLANKET



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

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 305081                                      |
|  | Atlanta Gas Light Co<br>Chattanooga Gas PO Box 5408<br>Carol Stream, IL 60197-5408 |

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| PO Date: 06-JUL-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | <b>Purchase Order Number<br/>533267</b><br><br><b>INVOICES: Direct invoices in<br/>DUPLICATE to the Invoice<br/>address shown below.</b> |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor  |                            | Requisition Number |      | Bid Number |       |
|--|----------------------------|--------------------|------|------------|-------|
| Line Nbr   | Item ID - Item Description | Quantity           | Unit | Unit Price | Total |
| Change Order #2  |                            |                    |      |            |       |
| .....<br>Contract has been extended an additional twelve (12) months.<br>The new contract performance date is July 5, 2018.<br>.....<br>City Council approved renewal on June 27, 2017.<br>.....<br>Council letter was sent through to add \$250,000 to both Natural Gas<br>contracts. This amount will not be added due to the amount that has<br>been released.<br>.....<br>2nd & Last Renewal |                            |                    |      |            |       |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number:<br>Vendor Alternate ID: 305081                                      |
|  | Atlanta Gas Light Co<br>Chattanooga Gas PO Box 5408<br>Carol Stream, IL 60197-5408 |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor |                            |          | Requisition Number |            | Bid Number |
|-----------|----------------------------|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description | Quantity | Unit               | Unit Price | Total      |
| 1         | Natural Gas Service        | 0.00     | Each               | \$ 1.0000  | \$ 0.00    |
|           |                            |          |                    |            |            |

**TOTAL: \$ .00**

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Chattanooga, TN 37402

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 748563<br>Vendor Alternate ID: 3298<br><br>Southstar Energy Services LLC<br>P O Box 945785<br>Atlanta, GA 30394 |
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| PO Date: 06-JUL-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate |
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| <b>Purchase Order Number<br/>533268</b>  |
| INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |

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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | Accounts Payable Division<br>City of Chattanooga<br>101 East 11th Street, Suite 101<br>Chattanooga, TN 37402 |
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| Requestor   |                                   | Requisition Number |             | Bid Number        |              |
|---|-----------------------------------|--------------------|-------------|-------------------|--------------|
| <b>Line Nbr</b>   | <b>Item ID - Item Description</b> | <b>Quantity</b>    | <b>Unit</b> | <b>Unit Price</b> | <b>Total</b> |
| Requisition / Bid No.: 101773 / 303525<br>Ordering Depts.: City Wide, Purchasing<br>Buyer: Mark McKeel<br>Phone No.: 423-643-7236<br><br>Items Being Purchased: Natural Gas Service<br><br>ATTACHMENTS:<br>City of Chattanooga (COC) Terms and Conditions posted on Website<br><a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a><br>If you can't download call buyer for a copy.<br><br>This Shall Be A Twelve (12) Month Blanket Contract To Supply the City of Chattanooga with Natural Gas.<br><br>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.<br><br>***** Vendor Shall Hold Prices Firm for First (1st) Year of Contract *****<br><br>Price Escalation Clause:<br>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.<br><br>Purchase Order is issued in accordance with SouthStar Energy Services due to the volume of Natural Gas purchases for facilities by Moccasin Bend Waste Water Treatment.<br><br>TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.<br><br>Approved by City Council on June 30, 2015<br><br>Contract Dates: July 6, 2015 to July 5, 2016<br><br>Vendor Contact: Laura McDonald<br>Phone No.: 700-321-6462<br>E-mail: <a href="mailto:laura.mcdonald@southstarenergy.com">laura.mcdonald@southstarenergy.com</a> |                                   |                    |             |                   |              |

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | Vendor Number: 748563<br>Vendor Alternate ID: 3298<br><br>Southstar Energy Services LLC<br>P O Box 945785<br>Atlanta, GA 30394 |
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| PO Date: 06-JUL-15<br>Buyer: Mark McKeel<br>FOB: DESTINATION<br>Terms: Immediate | Purchase Order Number<br><b>533268</b><br><br>INVOICES: Direct invoices in<br>DUPLICATE to the Invoice<br>address shown below. |
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| Requestor   |                            | Requisition Number |      | Bid Number |       |
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| Line Nbr  | Item ID - Item Description | Quantity           | Unit | Unit Price | Total |
| Change Order #1   |                            |                    |      |            |       |
| .....<br>Contract has been extended an additional twelve (12) months.<br>The new contract performance date is July 5, 2017.<br>.....<br>City Council approved renewal on June 14, 2016.<br>.....<br>Council letter was sent through to add \$250,000 to both Natural Gas<br>contracts. This amount will not be added due to the amount that has<br>been released.<br>.....<br>1st Renewal |                            |                    |      |            |       |

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| Change Order #2   |           |                    |            |
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|-----------|----------------------------|----------|--------------------|------------|------------|
| Line Nbr  | Item ID - Item Description | Quantity | Unit               | Unit Price | Total      |
| 1         | Natural Gas Service        | 0.00     | Each               | \$ 1.0000  | \$ 0.00    |
|           |                            |          |                    |            |            |

**TOTAL: \$ .00**

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