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TUESDAY, JULY 30, 2019
CITY COUNCIL REVISED AGENDA
6:00 PM

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

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance to amend Chattanooga City Code, Part II, by adding a new Chapter 11, Article XXI, Downtown Central Business Improvement District \(Downtown CBID\), Sections 11-525 through 11-534. \(Alternate Version\) \(PUBLIC HEARING\)](#)

PLANNING

- b. [2019-072 Barry Payne Development % Barry Payne \(R-1 Residential Zone to R-4 Special Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 7200 block of Bonny Oaks Drive, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning\) \(Deferred from 7/23/19\)](#)

- VI. **Ordinances – First Reading:**

PLANNING

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Articles II and V, Sections 38-2, 38-183\(17\), 38-305, 38-306, 38-323\(5\), 38-333\(7\), and 38-341\(10\), relating to Outdoor Storage and Mini-Warehouses. \(Deferred from 7/23/19\)](#)

[An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Articles II and V, Sections 38-2, 38-183\(17\), 38-305, 38-306, 38-323\(5\), 38-333\(7\), and 38-341\(10\), relating to Outdoor Storage and Mini-Warehouses. \(Alternate Version\)](#)

VII. **Resolutions:**

FINANCE

- a. A resolution expressing the intent of the City of Chattanooga to issue bonds in the aggregate amount not to exceed \$31,500,000.00 for the purpose of paying all or a portion of the costs of Library HVAC & Lighting System, Library Electrical Upgrade, Apparatus (Fire Pumper), Sidewalks (Pedestrian Infrastructure), South Chickamauga Creek Greenway - Caine Lane, Alley Program, Caine Lane Greenway Connector, South, 3rd 4th Street Improvement & Gateway, Goodwin Road (Gunbarrel-Hamilton Place Boulevard), Patten Parkway, Complete Streets - 26th (Market to Wheland Site No Median), Shepherd Road Enhancement (HWY 153-Airport), Trans Stscpe Sdwlk – Sidewalks, 3rd/4th Street, Airport Area Road, Improvements E. Brainerd/Lee Hwy Intersection, Alton Park Riverwalk Connector, Area 3 Commercial District Streetscape Improvements, Bridge Management & Maintenance Multiple Locations, Central Avenue, Elder Mountain Road Slope Stabilization and Roadway Improvements, Somerville Connector, Riverwalk Extension (Middle Street to Incline), Wilcox Boulevard Tunnel (East Entrance), Woodmore SRTS - Construction Phase, East Lake YFD Center Expansion, Building Energy Efficiency Upgrades, City Buildings & YFD Centers Major Maintenance, Greenway Farm, City Facilities Improvement and/or Campus Consolidation, ESIP - Ferdinand Piech Way Modifications, Greenway Farm Conference Center Replacement, 3500 St. Elmo/Broad Street, Davidson Road and East Lake Water Quality Restoration. **(Revised)**
- b. A resolution expressing the intent of the City of Chattanooga to issue bonds in the aggregate amount not to exceed \$60,000,000 of the City of Chattanooga, Tennessee for the purpose of paying all or a portion of the costs of projects related to the Interceptor Sewer System Sanitary Sewer Overflow Program: Citico Pump Station Improvements, Moccasin Bend Wastewater Treatment Plant Solids Process Optimization Implementation Phase 4, Wet Weather Storage Phase 5 – East Brainerd, Wet Weather Storage Phase 6 - Hixson Pump Station #1, Wet Weather Storage Phase 7 – Lee Highway.
- c. A resolution authorizing the City Finance Officer to execute the selection of Option 3 on the Options Form for a Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract and Application for a Guaranteed Minimum Interest Rate with Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively “Nationwide”).

ECONOMIC AND COMMUNITY DEVELOPMENT

- d. A resolution authorizing the Administrator for the Department of Public Works to enter into a Fourth Amendment to Exercise Option to Renew, in substantially the form attached, for the Partnership Agreement with Chattanooga Flying Disc Club, for the renewal term of one (1) year for the continued use and operation of all present and future disc golf courses at City public parks and for daily use and tournament play.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. A resolution authorizing the approval of Change Order No. 1 (Final) for JDH Company, Inc. relative to Contract No. Y-17-013-201, Replacement Roofing System for North Chattanooga YFD Center Building, for an increased amount of \$8,650.00, for a revised contract amount of \$40,780.00. (District 1)

- f. A resolution authorizing the approval of Change Order No. 1 (Final) for Kleenco Construction of Tennessee, Inc. relative to Contract Nos. R-16-015-201 and R-17-002-201, paving at Erwin Riverfront Marina parking lot and parks maintenance building, for an increased amount of \$12,991.02, for a revised contract amount of \$195,190.32. (District 7)

- g. A resolution authorizing the Administrator for the Department of Public Works to execute a sales order with the Electric Power Board concerning the Warner Park Field House and the remodeled Friends of the Zoo facility located at 301 N. Holtzclaw Avenue, in the amount of \$40,915.49. (District 8)

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

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

XII. Adjournment.

TUESDAY, AUGUST 6, 2019
CITY COUNCIL AGENDA
6:00 PM

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

PLANNING

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Articles II and V, Sections 38-2, 38-183\(17\), 38-305, 38-306, 38-323\(5\), 38-333\(7\), and 38-341\(10\), relating to Outdoor Storage and Mini-Warehouses. \(Deferred from 7/23/19\)](#)

[An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Articles II and V, Sections 38-2, 38-183\(17\), 38-305, 38-306, 38-323\(5\), 38-333\(7\), and 38-341\(10\), relating to Outdoor Storage and Mini-Warehouses. \(Alternate Version\)](#)

6. **Ordinances – First Reading:**

PLANNING

- a. [2019-075 John Wise \(R-1 Residential Zone and E-RM-3 to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone and E-RM-3 Urban Edge Residential Multi-Unit Three Stories Maximum Height Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 309 and 313 Tremont Street, more particularly described herein, from R-1 Residential Zone and E-RM-3 to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone and E-RM-3 Urban Edge Residential Multi-Unit Three Stories Maximum Height Zone, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning and Staff\) \(Deferred from 7/23/19\)](#)

2019-075 John Wise (R-1 Residential Zone and E-RM-3 to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone and E-RM-3 Urban Edge Residential Multi-Unit Three Stories Maximum Height Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 309 and 313 Tremont Street, more particularly described herein, from R-1 Residential Zone and E-RM-3 to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone and E-RM-3 Urban Edge Residential Multi-Unit Three Stories Maximum Height Zone. (Applicant Version)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- b. MR-2019-0076 John Wise (Abandonment). An ordinance closing and abandoning a portion of the eastern right-of-way of the 300 block of Tucker Street and unopened 400 block of Cowart Street, as detailed on the attached map. (District 2)

7. **Resolutions:**

FINANCE

- a. A resolution authorizing the City Finance Officer to exercise Option 1 of the proposal summary to amend the Mass Mutual Deferred Compensation Agreement. (Added with permission by Chairman Oglesby and Councilwoman Berz)

FIRE

- b. A resolution authorizing the Chief of the Chattanooga Fire Department to enter into an agreement with Tennessee American Water Company to pay for the installation of hydrants at the direction of the Fire Chief which will be owned, installed, and maintained by Tennessee American Water Company, for an amount not to exceed \$250,000.00.

HUMAN RESOURCES

- c. A resolution authorizing the appointment of Randy McBee, as a special police officer (unarmed) for the Department of Economic and Community Development, to do special duty as prescribed herein, subject to certain conditions.

MAYOR'S OFFICE

- d. A resolution to confirm the Mayor's appointment of John Brennan to the Form-Based Code Committee.
- e. A resolution to confirm the Mayor's re-appointment of Robert Lynch to the Air Pollution Control Board.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. A resolution authorizing the award of Contract No. Y-18-004-201 to Tri-State Roofing Contractors, LLC of Chattanooga, TN, Replacement Roofing System for Brainerd YFD Center, with a contingency amount of \$6,500.00, in the amount of \$63,369.00. (District 5)
- g. A resolution authorizing the approval of Change Order No. 2 for Civic Engineering and Information Technologies, Inc. relative to Contract No. S-09-008-401, North St. Elmo Storm Drainage Improvements Project CEI Services, for a decreased amount of \$6,633.00, for a revised contract amount of \$895,254.00. (District 7)
- h. A resolution authorizing the award of Contract No. S-18-012-201 to Kleenco Construction of Tennessee, Inc. of Chattanooga, TN, Applying Street Drainage Improvements, with a contingency amount of \$100,000.00, in the amount of \$1,068,084.00. (District 8)
- i. A resolution authorizing the approval of Change Order No. 2 (Final) for JDH Company, Inc. relative to Contract No. Y-17-015-201, Replacement Roofing System for East Chattanooga YFD Center Building, for an increased amount of \$10,513.00, to release the remaining contingency amount of \$6,987.00, for a revised contract amount of \$253,420.00. (Districts 8 & 9)
- j. A resolution to amend Resolution No. 29583, as adopted on August 14, 2018, relative to the agreement for the closure/post closure plan for the City of Chattanooga Solid Waste Processing Facility with the State of Tennessee, Division of Solid Waste Management, by deleting “an amount not to exceed \$37,137.44” and substituting in lieu thereof “an amount not to exceed \$37,991.61”.
- k. A resolution to amend Resolution No. 29584, as adopted on August 14, 2018, relative to the agreement for the closure/post closure plan for the City Landfill with the State of Tennessee, Division of Solid Waste Management, by deleting “an amount not to exceed \$1,619,791.71” and substituting in lieu thereof “an amount not to exceed \$1,588,003.30”.
- l. A resolution to amend Resolution No. 29585, as adopted on August 14, 2018, relative to the agreement for the closure/post closure plan for the City Landfill, Lateral Expansion Area 3, with the State of Tennessee, Division of Solid Waste Management, by deleting “an amount not to exceed \$7,708,925.44” and substituting in lieu thereof “an amount not to exceed \$7,886,230.73”.

- m. [A resolution to amend Resolution No. 29586, as adopted on August 14, 2018, relative to the agreement for the closure/post closure plan for the Summit Sanitary Landfill with the State of Tennessee, Division of Solid Waste Management, by deleting “an amount not to exceed \\$1,710,409.68” and substituting in lieu thereof “an amount not to exceed \\$1,574,774.19”.](#)
- n. [A resolution authorizing the Administrator for the Department of Public Works to enter into a final one \(1\) year agreement with ADS, LLC for flow monitoring and rain gauge services as per the signed contract dated September 29, 2017, for an amount not to exceed \\$1.2 million.](#)

Transportation

- o. [A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement with the Chattanooga Metropolitan Airport Authority, Project No. T-19-015, for the Shepherd Road Streetscape Project and to accept the design and engineering certification of the Shepherd Road Streetscape Project. \(District 6\)](#)
- 8. Purchases.
 - 9. Other Business.
 - 10. Committee Reports.
 - 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
 - 12. Adjournment.

Proposed City Council Purchases 07/30/19

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	MARY Additional Supplementation Requested Collected Prior to Council Session
PO551381 Chattanooga Fire Department	Blanket Contract Renewal - Firefighters' Station Uniforms - Chattanooga Fire Department	9	1	Summit Uniforms, Inc Summit Uniforms #23411 Amnicola Hwy. Chattanooga, TN 37406	Estimated \$120,000.00 Annually	General Fund	Blanket Contract Renewal - Firefighters' Station Uniforms - Chattanooga Fire Department. The City of Chattanooga is renewing the first (1st) contract renewal for twelve (12) months with the option for one (1) additional twelve (12) month term. There were nine (9) direct bid solicitations and we received one (1) response in the publicly advertised bid proceedings.
R185432 Department of Youth & Family Development	New Blanket Contract - Commercial Food Service Vendor - Department of Youth & Family Development	9	1	YMCA Young Men's Christian Association 301 West 6th Street Chattanooga, TN 37402	Estimated 580,641.00 Annually	General Fund	New Blanket Contract - Commercial Food Service Vendor - Department of Youth & Family Development. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were nine (9) direct bid solicitations and we received one (1) response in the publicly advertised bid proceedings.
R186363 Public Works Department	New Blanket Contract - Road Plating Services - Waste Resources Division - Public Works Department	3	1	TNT Concrete 996 County Road 20 Calhoun, TN 37309	Estimated \$26,500.00 Annually	Waste Resource Division	New Blanket Contract - Road Plating Services - Waste Resources Division - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were three (3) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
R185152 Public Works Department	New Blanket Contract - Custodial Services for Citywide Park Facilities - Parks Division - Public Works Department	7	5	Jani-King of Chattanooga 7610 Hamilton Park Drive, Suites 3 & 4 Chattanooga, TN 37421	Estimated \$115,000.00 Annually	General Fund	New Blanket Contract - Custodial Services for Citywide Park Facilities - Parks Division - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were seven (7) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
R185153 Public Works Department	New Blanket Contract - Custodial Services for Tennessee Riverpark Facilities - Parks Division - Public Works Department	7	4	Jani-King of Chattanooga 7610 Hamilton Park Drive, Suites 3 & 4 Chattanooga, TN 37421	Estimated \$140,000.00 Annually	General Fund	New Blanket Contract - Custodial Services for Tennessee Riverpark Facilities - Parks Division - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were seven (7) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.

PO545678 Public Works Department	New Blanket Contract - Security Guard Services - City Wide Services - Public Works Department	9	3	SEI, Inc. 9711 Lee Hwy, Suite 108 Chattanooga, TN 37421	Estimated \$625,000.00 Annually	General Fund	new Blanket Contract - Security Guard Services - City Wide Services - Public Works Department. The City of Chattanooga will issue a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were nine (9) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.
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City of Chattanooga

Mayor Andy Berke

July 17, 2019

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

**Subject: Contract Renewal of Blanket P.O. 551381 – Firefighters' Station Uniforms
Chattanooga Fire Department**

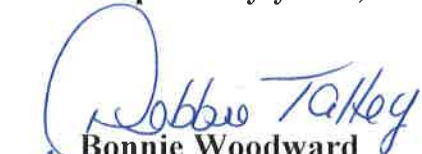
Dear Chief Hyman:

Council approval is recommended to renew blanket contract 551381 for Firefighters' Station Uniforms for the Chattanooga Fire Department. The City of Chattanooga is renewing the first (1st) contract renewal for twelve (12) months. The estimated annual expenditure for this contract is \$120,000.00. A copy of the contract is enclosed.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Only one (1) bid was received. The bid is available in the Purchasing Office for your review upon request.

I recommend renewing this contract with Summit Uniforms Solutions, Inc., Summit Uniforms #23411 Amnicola Hwy., Chattanooga, TN, 37406 as being in the best interest for the City of Chattanooga

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW/hrb
Attachments

Purchase Order

BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 542108 Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406
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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 173471 Ordering Dept: Fire Department Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov					
Items Being Purchased: Firefighter Station Uniforms					
This shall be a twelve-month blanket contract to supply Firefighter Station Uniforms as needed by agencies of the City of Chattanooga. The contract terms 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 extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date.					
Approved by City Council on 9-25-18 Initial contract term: Oct 2, 2018 - Oct 2, 2019					
Items being purchased are to be delivered to: Fire Inventory 3211 North Belle Arbor Avenue Chattanooga, TN 37406 Delivery Contact: Vanessa Meyer, Tel. 423-643-5688 					
Vendor Contact Information: Vendor Name: Summit Uniforms Contact Person: David Pearson Tel.: 901-634-6859 Fax: 865-951-0653 Email: David@SummitUniforms.net Mailing Address: 3411 Amnicola Highway City, State, Zip: Chattanooga, TN 37406					

***** NOTICE *****

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

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 542108 Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406
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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Class A Dress Coat, Flying Cross Single-Breasted Coat, Color Navy, Style #38800 86 (Men's)	0.00	Each	\$ 151.4200	\$ 0.00
2	Class A Dress Coat, Flying Cross Single-Breasted Coat, Color Navy, Style #38833 86 (Women's)	0.00	Each	\$ 139.1700	\$ 0.00
3	Class A Dress Pants, Flying Cross Command Pants, Color Navy, Style #38200 (Men's)	0.00	Each	\$ 37.2600	\$ 0.00
4	Class A Dress Pants, Flying Cross Command Pants, Color Navy, Style #38200W (Women's)	0.00	Each	\$ 37.2600	\$ 0.00
5	Class A Dress Shirts, Flying Cross Long Sleeve Shirt, Color White, Style #33W78Z (Men's)	0.00	Each	\$ 39.7800	\$ 0.00
6	Class A Dress Shirts, Flying Cross Long Sleeve Shirt, Color White, Style #126R78Z (Women's)	0.00	Each	\$ 31.9800	\$ 0.00
7	Class A Dress Shirt, Flying Cross Short Sleeve Shirt, Color White, Style #85R78Z (Men's)	0.00	Each	\$ 34.7900	\$ 0.00
8	Class A Dress Shirt, Flying Cross Short Sleeve Shirt, Color White, Style #126R78 (Women's)	0.00	Each	\$ 31.9800	\$ 0.00
9	Class A Dress Shirt, Spiewak Short Sleeve Shirt, Color White, Style #SPDU10	0.00	Each	\$ 49.9600	\$ 0.00
10	Class A Dress Shoes, Rocky High Gloss Leather Oxford, Color High Gloss Black, Style #FQ00510-8	0.00	Each	\$ 57.3800	\$ 0.00

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 542108 Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406
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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Class A Dress Hat, Bayly Bell Crown Dress Hat, Color Dark Navy	0.00	Each	\$ 103.3600	\$ 0.00
12	Belts, Color Black, Full Grain Leather	0.00	Each	\$ 13.2600	\$ 0.00
13	Class B Nomex Shirt, Flying Cross by Fechheimer, NFPA Compliant Synergy Nomex Shirt, Short Sleeve, Color Navy, Style #9800 (Men's)	0.00	Each	\$ 96.8000	\$ 0.00
14	Class B Nomex Shirt, Flying Cross by Fechheimer, NFPA Compliant Synergy Nomex Shirt, Short Sleeve, Color Navy, Style #9810 (Women's)	0.00	Each	\$ 96.8000	\$ 0.00
15	Class B Nomex Pants, Flying Cross by Fechheimer, NFPA Compliant Synergy Nomex Pants, 4 Pocket Style, Color Navy, Style #98200 (Men's)	0.00	Each	\$ 102.2700	\$ 0.00
16	Class B Nomex Pants, Flying Cross by Fechheimer, NFPA Compliant Synergy Nomex Pants, 4 Pocket Style, Color Navy, Style #98200W (Women's)	0.00	Each	\$ 102.2700	\$ 0.00
17	Class B 100% Cotton Pants, Color Coyote, Truspec, Style #1072	0.00	Each	\$ 37.5700	\$ 0.00
18	Job Shirt, 5.11 1/4 Zip Job Shirt, Style #Roll up collar or collar with canvas, Color Navy	0.00	Each	\$ 58.6400	\$ 0.00
19	Water Repellent Job Shirt, 5.11 1/4 Zip Job Shirt, Style #Roll up collar or collar with canvas, Color Navy	0.00	Each	\$ 67.1300	\$ 0.00
20	Department Winter Coat, Tri-Mountain Jacket, Color Black, Model 8800	0.00	Each	\$ 50.7000	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 542108 Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406
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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Day Shift Lightweight Jacket, 5.11, Color Black, Style #48035	0.00	Each	\$ 37.2800	\$ 0.00
22	Tee Shirts, 5.11, 100% Cotton, Short Sleeve or Long Sleeve, Color Navy, Style #40050	0.00	Each	\$ 21.0000	\$ 0.00
23	Tee Shirts, 5.11 Professional, 100% Cotton, Short Sleeve or Long Sleeve, Color Navy, Style #71309	0.00	Each	\$ 29.0000	\$ 0.00
24	Department Approved Shorts, 5.11, 100% Cotton, Cargo Style, Color Navy, Style #73285	0.00	Each	\$ 34.1100	\$ 0.00
25	Caps, Skull Cap or Toboggan, Color Navy	0.00	Each	\$ 7.5300	\$ 0.00
26	Ball Cap, Color Navy with CFD Insignia	0.00	Each	\$ 11.4600	\$ 0.00
27	Shorts, Workout, 100% Cotton, Heather Grey	0.00	Each	\$ 10.3900	\$ 0.00
28	Nametags: CFD Maltese Cross, HookFast QS-6, Silver or Gold Plate, All Ranks	0.00	Each	\$ 16.3700	\$ 0.00
29	Class A Dress Tie, Clip Tie, Color Dark Navy	0.00	Each	\$ 4.6000	\$ 0.00
30	Class A Dress Tie, Velcro Tie, Color Dark Navy	0.00	Each	\$ 4.0000	\$ 0.00

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Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 542108
	Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406

PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

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

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Firefighter Coat Badge, Blackinton #538A, Nickel Finish	0.00	Each	\$ 65.5500	\$ 0.00
32	Lieutenant Coat Badge, Blackinton #538A, Nickel Finish	0.00	Each	\$ 65.5500	\$ 0.00
33	Captain Coat Badge, Blackinton #538A, Gold Plate Finish	0.00	Each	\$ 65.5500	\$ 0.00
34	Battalion Chief Coat Badge, Blackinton #538A, Gold Plate Finish	0.00	Each	\$ 65.5500	\$ 0.00
35	Assistant Chief Coat Badge, Blackinton #538A, Gold Plate Finish	0.00	Each	\$ 65.5500	\$ 0.00
36	Deputy Chief Coat Badge, Blackinton #538A, Gold Plate Finish	0.00	Each	\$ 65.5500	\$ 0.00
37	Fire Chief Coat Badge, Blackinton #538A, Gold Plate Finish	0.00	Each	\$ 65.5500	\$ 0.00
38	Firefighter Shirt Badge, Blackinton #38C, Nickel Finish	0.00	Each	\$ 48.1000	\$ 0.00
39	Lieutenant Shirt Badge, Blackinton #38C, Nickel Finish	0.00	Each	\$ 48.1000	\$ 0.00
40	Captain Shirt Badge, Blackinton #38C, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	Battalion Chief Shirt Badge, Blackinton #38C, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
42	Assistant Chief Shirt Badge, Blackinton #38C, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
43	Deputy Chief Shirt Badge, Blackinton #38C, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
44	Fire Chief Shirt Badge, Blackinton #38C, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
45	Firefighter Hat Badge, Blackinton #39D, Nickel Finish	0.00	Each	\$ 48.1000	\$ 0.00
46	Lieutenant Hat Badge, Blackinton #39D, Nickel Finish	0.00	Each	\$ 48.1000	\$ 0.00
47	Captain Hat Badge, Blackinton #39D, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
48	Battalion Chief Hat Badge, Blackinton #39D, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
49	Assistant Chief Hat Badge, Blackinton #39D, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
50	Deputy Chief Hat Badge, Blackinton #39D, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00

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City of Chattanooga
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Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 542108 Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406
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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
51	Fire Chief Hat Badge, Blackinton #39D, Gold Plate Finish	0.00	Each	\$ 48.1000	\$ 0.00
52	Senior Firefighter Collar Insignia, Nickel FFS	0.00	Each	\$ 19.5000	\$ 0.00
53	Firefighter Engineer Collar Insignia, Nickel FFE	0.00	Each	\$ 19.5000	\$ 0.00
54	Lieutenant Collar Insignia, Gold Plate, Single Lieutenant Bugle, Blackinton #J50	0.00	Each	\$ 16.9000	\$ 0.00
55	Captain Collar Insignia, Gold Plate, Two Crossed Captains Bugle, Blackinton #J51	0.00	Each	\$ 16.9000	\$ 0.00
56	Battalion Chief Collar Insignia, Gold Plate, Two Crossed Assistant Chief Bugles, Blackinton #J52	0.00	Pair	\$ 16.9000	\$ 0.00
57	Assistant Chief Collar Insignia, Gold Plate, Three Crossed Assistant Chief Bugles, Blackinton #J53	0.00	Pair	\$ 16.9000	\$ 0.00
58	Deputy Chief Collar Insignia, Gold Plate, Four Crossed Assistant Chief Bugles, Blackinton #J54	0.00	Pair	\$ 16.9000	\$ 0.00
59	Fire Chief Collar Insignia, Gold Plate, Five Crossed Assistant Chief Bugles, Blackinton #J55	0.00	Pair	\$ 16.9000	\$ 0.00
60	Rank Emblem Discs, Blackinton #A2875 Silver FFE	0.00	Pair	\$ 18.4600	\$ 0.00

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Chattanooga, TN 37402

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PO Date: 02-OCT-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 551381 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
61	Rank Emblem Discs, Blackinton #A2875 Silver FFS	0.00	Pair	\$ 18.4600	\$ 0.00
62	Rank Emblem Discs, Blackinton #A2875 One Silver Bugle	0.00	Pair	\$ 18.4600	\$ 0.00
63	Rank Emblem Discs, Blackinton #A2875 Two Gold Parallel Bugles	0.00	Pair	\$ 18.4600	\$ 0.00
64	Rank Emblem Discs, Blackinton #A2875 Two Gold Crossed Bugles	0.00	Pair	\$ 18.4600	\$ 0.00
65	Rank Emblem Discs, Blackinton #A2875 Three Gold Crossed Bugles	0.00	Pair	\$ 18.4600	\$ 0.00
66	Rank Emblem Discs, Blackinton #A2875 Four Gold Crossed Bugles	0.00	Pair	\$ 18.4600	\$ 0.00
67	Rank Emblem Discs, Blackinton #A2875 Five Gold Crossed Bugles	0.00	Pair	\$ 18.4600	\$ 0.00
68	Rank Emblem Discs, Blackinton #A2875 Staff Officers, Gold Disk All Ranks	0.00	Pair	\$ 18.4600	\$ 0.00
69	C.F.D. Epaulet Pins: Blackinton #B615, Silver Lieutenant and below	0.00	Each	\$ 19.5000	\$ 0.00
70	C.F.D. Epaulet Pins: Blackinton #B615, Gold All Other Ranks	0.00	Each	\$ 20.6700	\$ 0.00

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Chattanooga, TN 37402

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	Summit Uniforms Solutions Inc Summit Uniforms #23411 Amnicola Hwy Chattanooga, TN 37406

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
71	Retirement Badges: Blackinton #538A, Gold Finish with Safety Clasp Attachment with an #A (Firefighter Scramble) Center Seal in Gold with Black Lettering as specified by C.F.D.	0.00	Each	\$ 65.5500	\$ 0.00
72	Retirement Badge/ID Case, Badge ID Case, Color Black with Blue Felt Insert for Badge Protection Bi-Fold. Right side holds badge. Left side hold I.D. card, clear cover. Wallet Size.	0.00	Each	\$ 21.3900	\$ 0.00
73	Additional Badges: Coat badges. Fire Prevention, Honor Guard, Fire Investigation etc., Gold in color and department will specify the center seal.	0.00	Each	\$ 65.6500	\$ 0.00
74	Additional Badges: Shirt badges. Fire Prevention, Honor Guard, Fire Investigation etc., Gold in color and department will specify the center seal.	0.00	Each	\$ 48.1000	\$ 0.00
75	Additional Badges: Hat badges. Fire Prevention, Honor Guard, Fire Investigation etc., Gold in color and department will specify the center seal.	0.00	Each	\$ 48.1000	\$ 0.00
76	Smooth Toe Shoe, Rocky RKD0028	0.00	Each	\$ 59.8000	\$ 0.00
77	5.11 Company CST 2.0 Boot-Composite Safety Toe Shoe, #12033	0.00	Each	\$ 97.0100	\$ 0.00
78	5.11 Company CST 2.0 Non-Composite Toe Shoe, #12032	0.00	Each	\$ 83.1500	\$ 0.00
79	Redback Slip-On Boots, #UBBK	0.00	Each	\$ 127.4000	\$ 0.00
80	Under Armour UA Valsetz RTS Side-Zip Tactical Style #1257847	0.00	Each	\$ 92.9500	\$ 0.00

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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
81	Under Armour Mirage Tactical Shoes, #127835	0.00	Each	\$ 60.3900	\$ 0.00
82	Pants, Red Kap Dura-Kap Industrial 4-Pocket Pants, Color Navy or Charcoal, Style #PT20	0.00	Each	\$ 18.5000	\$ 0.00
83	Pants, Red Kap Industrial Cargo, Color Navy or Charcoal, Style #PT88	0.00	Each	\$ 25.8400	\$ 0.00
84	Pants, Red Kap Performance Shop, Color Navy or Charcoal, Style #PT88	0.00	Each	\$ 25.8400	\$ 0.00
85	Shorts, Red Kap Lightweight Crew, Color Navy or Charcoal, Style #PT4L	0.00	Each	\$ 22.7200	\$ 0.00
86	Shorts, Red Kap Performance Shop, Color Navy or Charcoal, Style #PT4A	0.00	Each	\$ 22.7200	\$ 0.00
87	Cargo Shorts, Red Kap, Color Navy, Style #PT66	0.00	Each	\$ 22.7200	\$ 0.00
88	Polo Shirt, Jerzees Spot Shield Pocket Shirt, Color Oxford, Style #436MPR	0.00	Each	\$ 18.1300	\$ 0.00
89	Class B Polo Shirt, Elbeco Short Sleeve, Color White, Style #K150	0.00	Each	\$ 43.0300	\$ 0.00
90	Class B Polo Shirt, Short Sleeve, Color Navy, Propper Style #F5341	0.00	Each	\$ 31.5500	\$ 0.00

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
91	Class B Polo Shirt, Short Sleeve, Color Grey, Propper Style #F5341	0.00	Each	\$ 31.5500	\$ 0.00
92	Class B Polo Shirt, Short Sleeve, Color Red, Propper Style #F5341	0.00	Each	\$ 31.5500	\$ 0.00
93	Class B Polo Shirt, Short Sleeve, Color Black, Propper Style #F5341	0.00	Each	\$ 31.5500	\$ 0.00
94	Class B Polo Shirt, Short Sleeve, Color Navy, Cornerstone Style #CS410	0.00	Each	\$ 32.4900	\$ 0.00
95	Class B Polo Shirt, Short Sleeve, Color Grey, Cornerstone Style #CS410	0.00	Each	\$ 32.4900	\$ 0.00
96	Class B Polo Shirt, Short Sleeve, Color Red, Cornerstone Style #CS410	0.00	Each	\$ 32.4900	\$ 0.00
97	Class B Polo Shirt, Short Sleeve, Color Black, Cornerstone Style #CS410	0.00	Each	\$ 32.4900	\$ 0.00
98	Tee Shirts, 5.11, 100% Cotton, Short Sleeve, Color Navy, Style #40050	0.00	Each	\$ 21.0000	\$ 0.00
99	Tee Shirts, 5.11, 100% Cotton, Long Sleeve, Color Navy, Style #40050	0.00	Each	\$ 24.0000	\$ 0.00
100	Tee Shirts, 5.11 Professional, 100% Cotton, Short Sleeve, Color Navy, Style #71309	0.00	Each	\$ 29.0000	\$ 0.00

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Chattanooga, TN 37402

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
101	Tee Shirts, 5.11 Professional, 100% Cotton, Long Sleeve, Color Navy, Style #71309	0.00	Each	\$ 32.0600	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

July 23, 2019

Mr. Lurone Jennings, Sr.
Administrator
Youth and Family Development
510 West 12th Street
Chattanooga, TN 37402

Subject: 185432/305586 – Commercial Food Service Vendor – Youth and Family
Development Department

Dear Mr. Jennings:

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

The invitation to bid was sent to four (4) vendors as well as formally advertised. Only one (1) response was received as shown below. The invitation was re-bid and produced no additional bids. A copy of the actual bid is attached for your review.

Bidder
YMCA

I recommend awarding this contract in the amount of \$580,641.00 to Young Men's Christian Association (YMCA) as the best bid meeting the specifications for the City of Chattanooga.

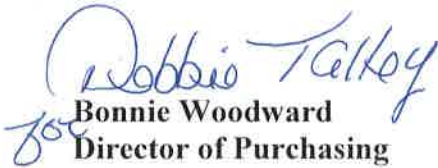
July 23, 2019

Page 2

**Subject: 185432/305586 – Commercial Food Service Vendor – Youth and Family
Development Department**

**City Ordinance 10913 permits the award of a contract based upon receipt of only “one” bid
after the requirement has been re-bid.**

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW/dp

Attachment

**Vendor Information:
YMCA
301 West 6th Street
Chattanooga, TN 37402**

BID SOLICITATION



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

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
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O
R** RFQ

BID OPENING DATE AND TIME:
 09-JUL-19 at 2:00 PM
BID NUMBER: 305586
BUYER:
 PHONE #: (423) 643-7230
 DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 185432 Ordering Dept.: Youth and Family Development Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Commercial Food Services For SFSP & CACFP Programs ATTACHMENTS: Certificate Of Eligibility To Bid And Independent Price Determination Instructions To Bidders Scope Of Services Unit Price Schedule And Instructions Contract Provisions And Specifications General Conditions Invitation For Bid And Contract - Schedule A Child And Adult Care Food Program & Summer Food Service Program Meal Pattern - Schedule B Child And Adult Care Food Program & Summer Food Service Program Meal Pattern - Meal Pattern Definitions Sample Cold Meal Menu Cycle - Schedule C Debarment And Suspension Instructions - Schedule D Debarment/Suspension Certification Instructions for Certification Iran Divestment Act/Vendor Disclosure and Acknowledgement No Contact/No Advocacy Affidavit Affirmative Action Plan City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Commercial Food Service. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON July 9, 2019 *** NOTE: ALL BIDS MUST BE SIGNED 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. 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 any brand which meets or exceeds the quality of the specifications listed for any item.					

BID SOLICITATION



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

BID OPENING DATE AND TIME: 09-JUL-19 at 2:00 PM BID NUMBER: 305586
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 N D O R	RFQ
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M A I L T O	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

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

**** NOTE ****
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name YMCA of Metropolitan Chattanooga

Address 301 W 6th St
Chatt TN 37402

Phone/Toll-Free No. 423-265-8834

Fax No. _____

eMail Address brush@ymcachattanooga.org

Contact Person's Name Bill Ruel

Estimated Delivery TBD

Minority-Owned Business _____ Small Business _____ Veteran _____

Minority Woman-Owned Business _____ Disabled Veteran _____

Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

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: <u>30 Day Net</u> TELEPHONE NUMBER: <u>423-265-8834</u>	ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein. COMPANY: <u>YMCA of Metropolitan Chattanooga</u> SIGNATURE: <u>[Signature]</u> NAME AND TITLE: <u>Sarah Ann Pastor, CFO</u>
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BID SOLICITATION



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

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
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RFQ

BID OPENING DATE AND TIME:

09-JUL-19 at 2:00 PM

BID NUMBER: 305586

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

**M
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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	Commercial Food Services - SFSP - estimated servings per day 2000; estimated number of servings days 45=90,000 servings total	720000	Each	---	---
2	Commercial Food Services - CACFP - estimated servings per day 300; estimated number of servings days 205=102500 servings total <i>5-30 meals per Day</i>	700000 <i>108,650</i>	Each	<i>3.10</i>	<i>\$ 336,815</i>
<i>1.A</i>	<i>Commercial Food Service SFSP Break 900 e 44 Days</i>	<i>39,800</i>	<i>Each</i>	<i>1.80</i>	<i>\$ 71,280</i>
<i>1.B</i>	<i>Commercial Food Service SFSP Lunch 1245 e 44 DAYS</i>	<i>55,660</i>	<i>Each</i>	<i>3.10</i>	<i>\$ 172,546</i>

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

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

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

TERMS OF PAYMENT: 30 Day NET

TELEPHONE NUMBER: 423-265-8834

COMPANY: _____

SIGNATURE: *[Signature]*

NAME AND TITLE: Jonathan Panto, CFO

CERTIFICATE OF ELIGIBILITY TO BID AND INDEPENDENT PRICE DETERMINATION


By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices, which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

Each person signing this bid certifies that:

- (A) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;
- (B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and
- (C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 	TITLE COO	DATE 6/28/19
NAME OF COMPANY YMC of Metropolitan Chattanooga		

In accepting this bid, the agency certifies that the agency's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE COO	DATE
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ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.

INSTRUCTION TO BIDDERS

1. **Definitions** - as used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a commercial food service vendor submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means the Commercial Food Service Vendor to whom the bid is awarded and with whom the contractual agreement is executed.
- D. The term "TNDHS" means the Tennessee Department of Human Services, Food Programs Department.
- E. The term "Commercial Food Service Vendor" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the CACFP and SFSP
- F. The term "Invitation for Bid," hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this CACFP and SFSP, the IFB becomes a part of the contract upon acceptance by the agency, review by TNDHS and execution of the contractual agreement.
- G. The term "agency" means the CACFP/SFSP entity, which issues this IFB.
- H. The term "program" means the CACFP/SFSP as set forth in the Code of Federal Regulations, 7 CFR Part 225 and 7 CFR Part 226.
- I. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms have the meanings ascribed to them in the CACFP and SFSP Program Regulations, 7 CFR Part 225 and 7 CFR Part 226.

2. **Submission of Bids:**

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
 - B. Bids will be executed and submitted in duplicate with one copy being marked "original." If accepted, this IFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will prevail, should there be a variance between that "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the agency herein are allowed. The bidder prior to submission will initial erasures on this bid.
 - C. Bids must include a copy of a current state or local health certificate for the food preparation facilities.
 - D. Bids that exceed the lowest bids and bid totaling \$100,000 or more are subject to State agency approval.
 - E. Bids that are \$100,000 or more must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency.
 - F. Bids must include a Debarment/Suspension Certification.
 - G. Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are \$100,000 or more.
- bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above will be reason for rejection of the bid.

3. **Explanation to Bidders:**

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. **Acknowledgement of Amendments to IFB's:**
Prior to the bid opening date, agencies must notify bidders of any amendments made to the IFB. Section C
5. **Bidders Having Interest in More Than One Bid:**
If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids will be rejected.
3. **Time for Receiving Bids:**
Sealed bids will be deposited at the address specified on the IFB of the agency no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.
3. **Errors in Bids:**
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
3. **Award of Contract:**
 - (A) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the agency, price and other factors considered. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, compliance with food guidelines and requirements set forth by TNDHS.
 - (B) The agency reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the CACFP/SFSP and to waive informalities and minor irregularities in bids received.
 - (C) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
 - (D) This contract may be renewed for one-year periods. This contract may be canceled for cause by either party with a sixty day notification.
0. **Late Bids, Modifications of Bids, or Withdrawals of Bids:**
 - (A) Any bid received after the exact time specified for receipt will not be considered. All bids must be in-hand at the agency by the time and date specified.
 - (B) Any modification or withdrawal of bid is subject to the same conditions as in (A) above. A bid may be withdrawn in person or by email by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
 - (C) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail, is the U.S. Postal Service postmark on the wrapper or on the original receipt from the postal service. If neither postmark shows a legible date, the bid, modification or withdrawal will be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

SCOPE OF SERVICES

1. Contractor agrees to deliver and/or have ready for pick up unitized meals *inclusive of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished for the agency under this contract must meet or exceed United States Department of Agriculture requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products will conform to yields identified in the United States Department of Agriculture Food Buying Guide.
3. The contractor agrees to furnish meals for the agency in accordance with the sample menu cycle, which appears in Schedule C, attached hereto and made a part hereof.
4. Contractor will furnish meals for the CACFP and SFSP as ordered by the agency during the period of ** OCTOBER 1, 2019 TO SEPTEMBER 30, 2022.
5. Contractor will furnish meals for the CACFP and SFSP as ordered by the agency ***5 days a week.
6. Contractor will **** HAVE READY FOR PICK UP meals/snacks as ordered by the agency.

Insert "inclusive" or "exclusive" as applicable.

* Agency will insert contract commencement date and expiration date.

** Agency will insert appropriate number of serving days.

*** Agency will insert either "deliver" or "have ready for pick up" or "deliver/pick up" for both.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Unit Price Schedule:

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A. (SEE ATTACHED)

A	B	C	D	E
MEAL TYPE ¹	ESTIMATED SERVINGS PER DAY ²	ESTIMATED NUMBER OF SERVING DAYS ³	UNIT PRICE ⁴	TOTAL PRICE ⁵
Breakfast	<u>900</u>	<u>44</u>	\$ <u>1.80</u>	\$ <u>71,280</u>
AM SNACK	<u>0</u>	<u>0</u>	—	—
LUNCH	<u>1265</u>	<u>44</u>	\$ <u>3.10</u>	\$ <u>172,546</u>
PM SNACK	<u>0</u>	<u>0</u>	—	—
SUPPER	<u>530</u>	<u>205</u>	\$ <u>3.10</u>	\$ <u>336,815</u>
TOTALS	<u>2695</u>	<u>293</u>	\$ <u>1.80</u> \$ <u>3.10</u> \$ <u>3.10</u>	\$ <u>580,641</u>

Bidders will submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract to secure all its needs from the successful bidder and such contract will bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to the responsive, responsible bidder(s) on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) will take precedence.

Instructions for completion of Unit Price Schedule - see example, Section E, Page 2:

- 1) The agency will indicate which meal types the contractor will be providing meals for during the contract period (strikeout extraneous meal types in column A).
- 2) The agency will fill in the estimated number of meals (in column B) that will be served each day by meal type during the contract period.
- 3) The agency will fill in the number of anticipated operating days that meals will be served (in column C) during the contract period.
- 4) The bidder will insert the appropriate unit price (in column D) for each meal type indicated by the agency.
- 5) The bidder will calculate total price (column E) by multiplying B x C x D.

CONTRACT PROVISIONS AND SPECIFICATIONS

1. Contract:

- A. This is a contract for the services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the agency's need for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such events will not constitute the basis for an equitable price adjustment under this contract.
- B. The agency may issue orders, which provide for delivery to or performance at multiple destinations.
- C. The agency will not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Sections and Schedules will be dependent upon the needs of the agency.
- D. In the event of the need for changes in the provisions of this contract, due to regulatory or guidance changes prescribed by the United States Department of Agriculture (USDA) or DHS, during the duration of this contract; such events will be considered a basis for renegotiation, with prior approval and agreement from DHS, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from DHS, in writing, by the agency prior to the commencement of any such renegotiation.

2. Pricing:

Pricing will be on the numbers described in Section E, Unit Price Schedule. All bidders must submit bids on the same menu cycle provided by the agency. Bid price must include price of food, milk (if applicable), packaging, transportation (if applicable) and all other related costs (e.g., condiments, utensils, etc.).

3. Evaluation of Bidders:

Each bidder will be evaluated on the following factors:

- Financial capability to perform a contract of the scope required; and
- Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards; and
- Ability to meet all HEPA standards; and
- Previous experience of the bidder in performing services similar in nature and scope; and
- Other factors such as transportation capability, sanitation, and packaging;

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

4. Unit Prices:

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided in Section E, Unit Price Schedule and must include proper packaging as required in the specifications and delivery cost (if applicable) to the designated sites. Unit prices will include taxes, but any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

5. Meal Orders:

The agency will order meals on * MONDAY BY 5:00PM of the week preceding the week of delivery or pick up; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal.

The agency reserves the right to increase or decrease the number of meals ordered on a ^{**} 48 -hour notice (or less if mutually agreed upon between parties to this contract).

6. Menu-Cycle Change Procedure:

Snacks/meals will be delivered on a daily basis in accordance with the sample menu cycle which appears in Schedule C. Deviation from this menu cycle will be permitted only upon authorization of the agency. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the contractor from providing a specified meal component, the contractor will notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to suggest menu changes within the Commercial Food Service Vendor's food cost periodically throughout the contract period.

7. Noncompliance:

The agency reserves the rights to inspect and determine the quality of food delivered and reject any meals, which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency will notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Specifications:

A. Packaging:

- (1) Hot meal unit packaging will be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400F (204C) or higher.
- (2) Cold meal unit or unnecessary-to-heat container and overlay to be plastic or paper and nontoxic.
- (3) Cartons - each carton will be labeled. Labels to include:
 - (a) Item identity, meal type;
 - (b) Date of production;
 - (c) Quantity of individual units per carton.
- (4) Meals will be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc.***

B. Food Preparation:

Meals will be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications:

Bids are to be submitted on the menu cycle included as Schedule C and will include, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal, which are included in Schedule B of this IFB.

* Indicate the name of the day of the week orders for the next week will be placed.

** Time frame should be no longer than 24 hours.

All meat and meat products, except sausage products, will have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

D. Product Specifications:

Milk and milk products are defined as ". . . fluid types of pasteurized flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk, which meet state and local standards for such milk . . ." milk delivered hereunder will conform to these specifications.

GENERAL CONDITIONS

1. **Supervision and Inspection:**

The contractor will provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

2. **Record Keeping:**

- A. Delivery receipts or pick up tickets must be prepared by the contractor at a minimum in two copies: one for the contractor and one for the agency. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices will be accepted by the agency only if they accurately represent the delivery tickets, signed by the agency's designee at the site.
- B. The contractor will maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims and provide the agency copies of all records monthly.
- C. The books and records of the contractor, pertaining to this contract, will be available for a period of three years from the date the agency submits to DHS the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of DHS, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.

Method of Payment:

The contractor will submit its itemized invoice to the agency *BY THE 5th OF EACH MONTH . Each invoice will provide a detailed breakdown of the number of meals delivered and signed for at each center during the preceding ** MONTH . Invoices should list the monthly total breakfasts, lunches, and snacks respectively by site.

Payment will be made at the unit price specified in the contract. No payment will be made unless the required delivery receipts have been signed by the center representative of the agency.

Inspection of Facility:

- A. The agency, DHS, and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities will be subject to periodic inspections by U.S. Department of Agriculture, state and local health departments or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
- C. The contractor will obtain for meals, which it prepares, periodic inspections by the local health department or an independent agency to determine bacteria levels in the meals and conformance with standards set by local health authorities.

Insurance/Bonding:

- A. Agencies may insert their agency's insurance or bonding requirements or specifications as applicable
- B. **Bid Bond** - bids more of \$100,000 or more will include a bid bond in the amount of Five Percent (5%) of the bid price.
- C. **Performance Bond** - The vendor shall provide the agency with a performance bond within 10 days after awarding

the contract if the contract is \$100,000 or more. The performance bond will be in the amount of Ten Percent (10%) of the contract price.

Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

7. Availability of Funds:

The agency will have the option of canceling this contract if the federal government withdraws funds to support the CACFP. It is further understood that, in the event of cancellation of the contract, the agency will be responsible for meals that have already been assembled, delivered and/or picked up in accordance with this contract.

3. Number of Meals and Delivery Times:

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all feeding sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered or picked up meals is determined.

3. Emergencies for Meals to be Delivered:

In the event of unforeseen emergency circumstances, the contractor will immediately notify the agency by telephone or email of the following: (A) the impossibility of on-time delivery; (B) the circumstance(s) precluding delivery; and (C) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than * DESIGNATED hour(s) after specified mealtime. Emergency circumstances at the feeding site precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least *48 hour(s) notice. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or agency's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

0. Emergencies for Meals to be Picked-up:

In the event of unforeseen emergency circumstances, the contractor will immediately notify the agency by telephone or telegram of the following: (A) the impossibility of on-time availability of meals; (B) the circumstance(s) precluding pick up of the meals; and (C) a statement of whether or not succeeding service will be affected.. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least *48 hours notice. Adjustments for emergency situations affecting the contractor's ability to provide meals, or agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

1. Termination:

- A. The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency will notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency will have the right, upon written notice, of immediate termination of the contract and the contractor will be liable for any damages incurred by the agency. The agency will negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- B. The agency will give written notice (delivered by certified mail) to the contractor, to terminate the right of the contractor to proceed under this contract if it is found, by the agency that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the agency with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings will be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the agency will be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which will not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

D. The rights and remedies of the agency provided in this clause will not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. Subcontracts and Assignments:

The contractor will not subcontract with any other company for the total meal, with or without milk, or for the assembly of the meal; and will not assign, without the advance written consent of the agency, his/her contract or any interest therein.

In the event of any assignment, the contractor will remain liable to the agency as principal for the performance of all his obligations under this contract.

13. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor (41 CFR CH. 60).

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 to be provided by the contracting officer 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, sexual orientation, gender identity, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

INVITATION FOR BID AND CONTRACT

SCHEDULE A

See attached Supplemental Table

**CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN
SCHEDULE B**

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK ¹ (choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s)			
Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination vegetables(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains/Breads⁵			
Bread	1 slice (.9 oz.)	1 slice (.9 oz.)	1 slice (.9 oz.)
Cornbread, biscuits, rolls, muffins, etc., or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup	1 serving 1/2 cup 1/2 cup	1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
Meat/Meat Alternates⁷	(optional)		
Lean meat, poultry, fish or Cheese or Cottage cheese or Eggs or Cooked dry beans, peas, or Peanut butter, soynut butter, seed butters, other nut butters, or Peanuts, soy nuts, tree nuts, seeds, or Yogurt, flavored, plain, sweetened, or An equivalent quantity of any combination of the above meat/meat alternates	1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total	2 oz. 2 oz. 1/2 cup 1 large egg 1/2 cup 4 Tbsp. 1 oz. ⁷ 1 cup (8 fl. oz.) 2 oz. total	1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total

CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN

MEAL PATTERN DEFINITIONS

- 1 **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component. Sweet snack food products should not be served.
- 2 **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- 3 **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- 4 **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.
- A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.
- 6 **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- 7 **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

NOTE: The Meal Pattern (Schedule B) must be strictly adhered to for meals to be reimbursable, unless the Agency has a medical statement on file. The quantities listed represent the minimum Agencies must serve. Larger amounts may be served to accommodate the needs of older children (12 and up).

If infants will be served (under 1 year of age), the Agency must obtain a SFSP Infant Meal Pattern and provide it to the vendor. Younger children may be served smaller quantities. (Refer to Page 4 in the USDA Food Buying Guide).

CERTIFICATION – *The Contractor will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. The Contractor understand that they may not be paid for any meal provided that does not meet these requirements as stated in the Invitation for Bid and Contract, Section F, Item 7.*

VENDOR SIGNATURE 	DATE 6/28/19
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SCHEDULE C

SAMPLE COLD MEAL MENU CYCLE

See Attached Supplemental Table

MONDAY Try Something New	TUESDAY Sandwich	WEDNESDAY Wrap	THURSDAY Leafy Green Salad	FRIDAY Fun Day
August 1	2	3	4	5
			<p>11. Italian Chicken Salad Diced Chicken (2 oz) Spring Mix (3/4 cup) Parmesan Cheese (1 oz) 2 Cherry Tomatoes 2 slices of Cucumber Croutons Italian Dressing Fresh Pear Cheddar Goldfish Crackers Low Fat Milk</p>	<p>12. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk</p>
<p>15. Pasta Salad Tri-colored Tortellini (1/2 cup) Diced Chicken (2 oz) Corn (1/4 cup) Carrot and Pea Mixture (1/4 cup) Fresh Pear Wholegrain Animal Crackers Low Fat Milk</p>	<p>16. Deluxe Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Spinach (1/2 cup) 2 slices cucumber 1 slice tomato Provolone Cheese (1 oz) Low Fat Mayo and Mustard Fresh Apple Baked Lays Low Fat Milk</p>	<p>17. Grilled Chicken 10" Tortilla Grilled Chicken (2 oz) Mexican Blend Cheese (1 oz) Spring Mix (1/4 cup) Shredded Carrots (1/4 cup) Fresh Kiwi Goldfish Graham Low Fat Milk</p>	<p>18. Summer Salad Spring Mix (1/2 cup) Mandarin Oranges (1/4 cup) Dried Cranberries (1/4 cup) Mexican Blend Cheese (1/4 cup) Sunflower Seed Packet Ranch Cup Vanilla Yogurt Teddy Grahams Low Fat Milk</p>	<p>19. BYO Pizza – Pepperoni Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) 4 slices Pepperoni (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk</p>
<p>22. BYO Tuna Salad Flatbread Whole Grain Flatbread Tuna Salad (4 oz) Carrots (1/2 cup) with Ranch Cup Fresh Orange Baked Lays Low Fat Milk</p>	<p>23. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Fresh Pear Pretzels Low Fat Milk</p>	<p>24. Italian Chicken 10" Tortilla Grilled Chicken (2 oz) Parmesan Cheese (1 oz) Spring Mix (1/2 cup) Fresh Broccoli (1/4 cup) Italian Dressing Packet Fresh Apple Wholegrain Animal Crackers Low Fat Milk</p>	<p>25. Taco Salad Spring Mix (1/2 cup) Beef Crumbles (2 oz) Mexican Blend Cheese (1 oz) Fresh Corn (1/4 cup) Salsa Cup Sour Cream packet Tostitos Scoops Chips Fresh Banana Low Fat Milk</p>	<p>26. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk</p>
<p>29. Turkey Wrap 8" Tortilla Turkey Deli Meat (3 pieces) Provolone Cheese (2 oz) Carrots (1/4 cup) Ranch Cup Fresh Banana Teddy Grahams Low Fat Milk</p>	<p>30. Regular Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Carrots (1/4 cup) Ranch Cup Fresh Orange Cheddar Goldfish Crackers Low Fat Milk</p>	<p>31. Ham and Cheese 8" Tortilla Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Peach Yogurt Fresh Pear Pretzels Low Fat Milk</p>	<p>September 1. Power Salad Spring Mix (1 cup) Diced Chicken (2 oz) Shredded Carrots (1/4 cup) 2 Cherry Tomatoes Dried Cranberries (1/4 cup) Sunflower Seed Packet Ranch Packet Wholegrain Animal Crackers Fresh Apple Low Fat Milk</p>	<p>2. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk</p>

<p>5. Labor Day HOLIDAY</p>	<p>6. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk</p>	<p>7. Southwest Chick 10" Tortilla Grilled Chicken (2 oz.) Mexican Blend Cheese (1oz) Spring Salad Mix (1/4 cup) Fresh Corn (1/4 cup) Fresh Pear Tostitos Scoops Salsa Low Fat Milk</p>	<p>8. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz.) Provolone Cheese (1 oz.) Spinach (1/2 cup) Low Fat Mayo and Mustard Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Fresh Fruit Cheddar Goldfish Low Fat Milk</p>	<p>9. Cranberry Chicken Wrap 10" Tortilla Grilled Chicken (2 oz.) Dried Cranberries (1/4 cup) Spinach (1/4 cup) Cheese (Provolone/ Parmesan) Fresh Fruit Carrots with ranch cup Tortilla Scoops Salsa Low Fat Milk</p>
<p>12. Pasta Salad Cooked Pasta (1/2 cup) Diced Chicken (2 oz) Corn (1/4 cup) Peas (1/4 cup) Diced Carrots (1/4 cup) Fresh Pear Wholegrain Animal Crackers Low Fat Milk</p>	<p>13. Turkey Sandwich 2 slices Whole Wheat Bread Turkey Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Fresh Apple Carrots with Ranch Cup Low Fat Mayo and Mustard Wholegrain Teddy Grahams Low Fat Milk</p>	<p>14. Beef Burrito 10" Tortilla Beef crumbles (2 oz) Mexican Blend Cheese (1 oz) Green Bell Peppers (1/4 cup) Spring Mix (1/2 cup) Fresh Banana Peach Yogurt Low Fat Milk</p>	<p>15. Italian Chicken Salad Diced Chicken (2 oz) Spring Mix (3/4 cup) Parmesan Cheese (1 oz) 2 Cherry Tomatoes 2 slices of Cucumber Croutons Italian Dressing Fresh Pear Cheddar Goldfish Crackers Low Fat Milk</p>	<p>16. BYO Pizza – Pepperoni Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) 4 slices Pepperoni (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk</p>
<p>19. BYO Tuna Salad Flatbread Whole Grain Flatbread Tuna Salad (4 oz) Low Fat Mayo Packet Fresh Broccoli (1/2 cup) Ranch Cup Fresh Orange Baked Lays Low Fat Milk</p>	<p>20. Deluxe Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Spinach (1/2 cup) 2 slices cucumber 1 slice tomato Provolone Cheese (1 oz) Low Fat Mayo and Mustard Fresh Apple Baked Lays Low Fat Milk</p>	<p>21. Grilled Chick 10" Tortilla Grilled Chicken (2 oz) Mexican Blend Cheese (1 oz) Spring Mix (1/4 cup) Shredded Carrots (1/4 cup) Fresh Kiwi Goldfish Graham Low Fat Milk</p>	<p>22. Summer Salad Spring Mix (1/2 cup) Mandarin Oranges (1/4 cup) Dried Cranberries (1/4 cup) Mexican Blend Cheese (1/4 cup) Sunflower Seed Packet Ranch Cup Vanilla Yogurt Teddy Grahams Low Fat Milk</p>	<p>23. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk</p>
<p>26. Turkey Wrap Whole Wheat Tortilla 8" Turkey Deli Meat (3 pieces) Provolone Cheese (2 oz) Carrots (1/4 cup) Ranch Cup Fresh Banana Teddy Grahams Low Fat Milk</p>	<p>27. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Fresh Pear Pretzels Low Fat Milk</p>	<p>28. Italian Chicken 10" Tortilla Grilled Chicken (2 oz) Parmesan Cheese (1 oz) Spring Mix (1/2 cup) Fresh Broccoli (1/4 cup) Italian Dressing Packet Fresh Apple Wholegrain Animal Crackers Low Fat Milk</p>	<p>29. Taco Salad Spring Mix (1/2 cup) Beef Crumbles (2 oz) Mexican Blend Cheese (1 oz) Fresh Corn (1/4 cup) Salsa Cup Sour Cream packet Tostitos Scoops Chips Fresh Banana Low Fat Milk</p>	<p>30. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk</p>

NOTE: * *menu items subject to change depending on vendor/supplier availability can substitute celery sticks, baby carrots, tomatoes + can substitute other fresh fruits – apples, bananas, orange, grapes, etc.

DEBARMENT AND SUSPENSION INSTRUCTION

"Debarment and suspension" actions have received a lot of attention recently as a result of State and Federal investigations and prosecutions of dairies and related individuals involved in bid rigging on contracts to supply dairy products to local schools participating in the National School Lunch, School Breakfast, and Special Milk Programs. The purpose of this letter is to explain how the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) handles debarment and suspension actions and how these administrative actions affect you as a Child and Adult Care Food/SFSP Program sponsor.

Debarment and suspension actions result in the exclusion of companies or individuals from participating in certain transactions involving Federal non procurement programs at both the State agency and sponsor levels. These actions are not imposed as punishment but, rather, are initiated in the public interest and to protect the Federal government.

In general, debarment and suspension actions are imposed on companies and individuals for causes set forth in the non procurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722). Such causes include a conviction or civil judgment for violation of Federal or State antitrust statutes as well as other offenses and activities indicating a lack of business integrity.

A sponsor is prohibited from contracting with a company or individual that has been debarred or suspended. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount. Furthermore, the prohibition does not apply to proposed debarments.

While a sponsor is prohibited from contracting with a company or individual that has been debarred or suspended, a debarment, suspension or proposed debarment action does not excuse a company or individual from fulfilling existing contracts involving Federal non procurement programs. However, as indicated above, the sponsor may not extend or renew an existing contract with a debarred or suspended company or individual.

FNS may consider lifting a suspension or forgoing a proposed debarment, provided that the company or individual agrees to provide assurances necessary to assure FNS that the Federal government and the public are protected. This agreement, termed a "Compliance Agreement," outlines the terms and conditions deemed necessary by FNS for the company's or individual's continued participation in transactions involving Federal non procurement programs.

To ensure that the sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract for \$25,000 or more or for audit services regardless of amount. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.
- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.
- As with a debarment, the company or individual is not excused from fulfilling contracts involving Federal non procurement programs. And with the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.
- A sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

DEBARMENT/SUSPENSION CERTIFICATION

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

ENDOR NAME

YMCA of Metropolitan Chattanooga

ENDOR OFFICIAL (SIGNATURE)

ENDOR OFFICIALS NAME AND TITLE (PRINT)

Jonathan Parter, CFO

TELEPHONE NUMBER

423-265-8834


DATE

6/28/19

Instructions for Certification

1. By signing and submitting this form, the prospective food service vendor is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective food service vendor shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective food service vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective food service vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective food service vendor shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective food service vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective food service vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective food service vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective food service vendor in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

VENDOR SIGNATURE



DATE

4/28/15



City of Chattanooga

Mayor Andy Berke

July 22, 2019

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

Subject: 186363 / 305587 - Road Plating Services – Waste Resources Division
– Public Works


Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Road Plating Services for Waste Resources Division, Public Works. 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 \$26,500.

The invitation to bid was sent out to three (3) vendors as well as formally advertised. Bids were received from one (1) vendor. The invitation was re-bid and produced no additional bids.

I recommend awarding the blanket contract for Road Plating Services to TNT Concrete, 996 County Road 20, Calhoun, TN 37309, as the best bid meeting specifications for the City of Chattanooga. City Ordinance 10913 permits the award of a contract based upon the receipt of only “one” bid after the requirement has been met.

Respectfully yours,


Bonnie Woodward
for Director of Purchasing

BW/ab
Attachments

TNT Concrete
996 County Rd. 20
Calhoun, TN 37309

Spear – Hopkins Paving Co.
5730 Fisk Ave.
Chattanooga, TN 37421

AWP Traffic
113 LaSalle Ct,
La Vergne, TN 37086

Item #	Item	Quantity	TNT Concrete Unit Price	Total Price
1	Traffic Plate 4 x 8 steel traffic plate, daily	15	\$ 50.00	\$ 750.00
2	Traffic Plate 4 x 8 steel traffic plate, weekly	17	\$ 150.00	\$ 2,550.00
3	Traffic Plate 4 x 8 steel traffic plate, monthly	25	\$ 450.00	\$ 11,250.00
4	Traffic Plate 8 x 12 steel traffic plate, daily	21	\$ 65.00	\$ 1,365.00
5	Traffic Plate 8 x 12 steel traffic plate, weekly	21	\$ 195.00	\$ 4,095.00
6	Traffic Plate 8 x 12 steel traffic plate, monthly	9	\$ 585.00	\$ 5,262.00
7	Spiking for various sized traffic plates per installation	1	\$ 50.00	\$ 50.00
8	Warning signage for plating per day	1	\$ 30.00	\$ 30.00
9	Temporary paving (caol mix) around plate per square ft.	1	\$ 20.00	\$ 20.00
10	Traffic Plate 5 x 10 steel traffic plate, daily	1	\$ 60.00	\$ 60.00
11	Traffic Plate 5 x 10 steel traffic plate, weekly	1	\$ 180.00	\$ 180.00
12	Traffic Plate 5 x 10 steel traffic plate, monthly	1	\$ 540.00	\$ 540.00
13	4 x 8 steel traffic plate, option to purchase	5	NO BID	NO BID
14	8 x 12 steel traffic plate, option to purchase	5	NO BID	NO BID
15	Delivery Fee	2	\$ 100.00	\$ 200.00

Total \$26,352.00

BID SOLICITATION



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

BID OPENING DATE AND TIME:

11-JUL-19 at 2:00 PM

BID NUMBER: 305587

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 186363 Bid NO.: 305587 Ordering Dept.: Waste Resources Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov Items Being Purchased: Road Plating Services ATTACHMENTS: Specifications (3 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Notice Affidavit (1 pg) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Road Plating Services. 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. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JULY 11, 2019*** NOTE: ALL BIDS MUST BE SIGNED 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. 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 ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the rlight to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. ***** NOTE ***** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 11-JUL-19 at 2:00 PM

BID NUMBER: 305587

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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M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
L
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Company Name <u>TNT Concrete</u> Address <u>996 Co. Rd 20</u> Phone/Toll-Free No. <u>(423) 648-2813</u> Fax No. <u>(423) 622-6555</u> eMail Address <u>tntconcrete@epbf.com</u> Contact Person's Name <u>Bill Long</u> Estimated Delivery <u>N/A</u> Minority-Owned Business _____ Small Business <input checked="" type="checkbox"/> Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

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: (423) 648-2813

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

COMPANY: TNT Concrete
 SIGNATURE: [Signature]
 NAME AND TITLE: Todd Newman - President

BID SOLICITATION



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

BID OPENING DATE AND TIME:

11-JUL-19 at 2:00 PM

BID NUMBER: 305587

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	Traffic Plate 4' x 8' steel traffic plate, daily	15	Each	<u>50</u>	<u>750</u>
2	Traffic Plate 4' x 8' steel traffic plate, weekly	17	Each	<u>150</u>	<u>2,550</u>
3	Traffic Plate 4' x 8' steel traffic plate, monthly	25	Each	<u>450</u>	<u>11,250</u>
4	Traffic Plate 8' x 12' steel traffic plate, daily	21	Each	<u>65</u>	<u>1,365</u>
5	Traffic Plate 8' x 12' steel traffic plate, weekly	21	Each	<u>195</u>	<u>4,095</u>
6	Traffic Plate 8' x 12' steel traffic plate, monthly	9	Each	<u>585</u>	<u>5,265</u>
7	Spiking for various sized traffic plates per installation	1	Each	<u>50</u>	<u>50</u>
8	Warning signage for plating per day	1	Each	<u>30</u>	<u>30</u>
9	Temporary paving (coal mix) around plate per square foot - <i>Per Bag of Cold Patch Installed</i>	1	Each	<u>20</u>	<u>20</u>
10	Traffic Plate 5' x 10' steel traffic plate, daily	1	Each	<u>60</u>	<u>60</u>

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

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

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

TERMS OF PAYMENT: 30 days

TELEPHONE NUMBER: (423) 648-2813

COMPANY: TNT Concrete
SIGNATURE: [Signature]
NAME AND TITLE: Todd Newman - President

BID SOLICITATION



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

BID OPENING DATE AND TIME:

11-JUL-19 at 2:00 PM

BID NUMBER: 305587

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Traffic Plate 5' x 10' steel traffic plate, weekly	1	Each	<u>180</u>	<u>180</u>
12	Traffic Plate 5' x 10' steel traffic plate, monthly	1	Each	<u>540</u>	<u>540</u>
13	4' x 8' steel traffic plate, option to purchase <i>Based on steel price at time of purchase</i>	5	Each	←	←
14	8' x 12' steel traffic plate, option to purchase <i>Based on steel price at time of purchase</i>	5	Each	←	←
15	Delivery Fee <i>purchase.</i>	2	Each	<u>100</u>	<u>200</u>

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

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

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

TERMS OF PAYMENT: 30 days
 TELEPHONE NUMBER: (423) 648-2813

COMPANY: TNT Concrete
 SIGNATURE: [Signature]
 NAME AND TITLE: Todd Newman - President

**SPECIFICATIONS
FOR
ANNUAL REQUIREMENTS CONTRACT
TO SUPPLY
ROAD PLATING
FOR THE
WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, and any other related expenses necessary to provide temporary road plating services for the WASTE RESOURCES DIVISION at various locations throughout the City of Chattanooga. The WASTE RESOURCES DIVISION is located the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405. Temporary road plating services shall include but not be limited to furnishing and installing various size steel plating, spiking of the plating, and the installation of temporary asphalt products (coal mix) and warning signage as necessary. Plating shall be rated for heavy truck traffic.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 *Sole Vendor*

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

2.1.2 *Compliance with Applicable Regulations*

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, MUTCD and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

2.1.3 *Inspection*

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing

the services shall be the responsibility of the Vendor.

2.1.4 Failure to Provide Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

2.2 DESCRIPTION OF CONTRACTED SERVICES

2.2.1 General

- A. The Vendor shall provide all labor, benefits, equipment, fuel, materials and any other related expenses necessary to provide the services described herein for the Waste Resources Division.
- B. The Vendor shall provide the services on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's services and equipment when it is needed.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.

2.2.2 Vendor Services

- A. Vendor shall supply various quantities and sizes of minimum 1-inch thick steel road plating to cover various excavations in the road as well as in easements as necessary. Plating shall be rated for heavy truck traffic. Additional plating thickness and spiking requirements shall be determined by the vendor. Vendor shall have plating on-site at a maximum of 3 hours after receipt of call-in request. Vendor shall also supply warning signs as necessary to warn motorists of uneven surface.

2.2.3 City Supplied Services

The City will provide the following services:


1. Provide work locations

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. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.



(Signature of Contractor)

Todd Neumann. President - TNT Concrete
(Title and Name of Company)

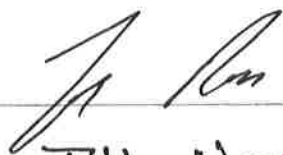
6/28/19

(Date)

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

By submission of this bid, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

Todd Newman

(BUSINESS NAME)

TNT Concrete LLC

(DATE)

6/28/19

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of Tennessee

County of Hamilton

Todd Newman (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of TNT Concrete (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305587 ;

(2) Todd Newman (agent name) swears or affirms that the Submitter 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:

[Handwritten Signature]
Title: President

Printed Name:

Todd Newman

Subscribed and sworn to before me this 1st day of July, 2019

Notary Public: [Handwritten Signature]

My commission expires: 09/24/2021



ADDENDUM NO. 1

BID NUMBER: 305587

BID TITLE: Road Plating Services

DEPARTMENT: Waste Resources Division

DATE OF ADDENDUM: July 11, 2019

ORIGINAL BID DUE DATE: July 11, 2019

ORIGINAL BID DUE TIME: 2:00 p.m., e.s.t.

REVISED BID DUE DATE: July 18, 2019

REVISED BID DUE TIME: 2:00p.m., e.s.t.

REASON: DEADLINE HAS BEEN EXTENDED:

Due to receiving only one (1) bid for Bid # 305587, per Purchasing Rules, the bid will be extended one (1) week. The new bid opening will be July 18, 2019

(SIGNED): Bill Ly (DATE): 7/15/19

(COMPANY): TNT Concrete

The bid we turn in is still good.

Please sign one (1) copy of this page and return it with your quote, or separately and clearly labelled if your proposal has already been submitted, to the Purchasing Department (email: aberkowitz@chattanooga.gov; or fax to 423-643-7244 Attn: A Berkowitz; or mail to Purchasing Dept., Attn: A Berkowitz, 101 E. 11th Street, Suite G-13, Chattanooga, TN 37402.)

Retain a copy for your file.



City of Chattanooga

Mayor Andy Berke

July 24, 2019

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

Subject: 185152 / 305553 – Custodial Services for Citywide Park Facilities – Parks Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Custodial Services for Citywide Park Facilities, Park 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 \$115,000.

The invitation to bid was sent to seven (7) vendors as well as formally advertised. Bids were received from five (5) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

**Jani-King of Chattanooga
Metro Janitorial Services, Inc
Centry South, Inc**

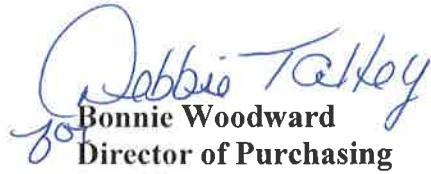
**Certified Maintenance Service, Inc
DetailXPerts Franchise Systems, LLC**

Page 2

Custodial Services for Citywide Park Facilities

I recommend awarding the blanket contract for Custodial Services for Citywide Park Facilities to Jani-King of Chattanooga, 7610 Hamilton Park Drive, Suite 3 & 4, Chattanooga, TN 37421 as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

**Bid Tabulation - Bid No. 305553 / Req No. 185152
Custodial Services for Citywide Parks Facilities**

Item #	Description	Centry South, Inc			DetailXPerfs Franchise Systems, LLC			Certified Maintenance Services, Inc (CMS, Inc)			Jani-King of Chattanooga			Metro Janitorial Services, Inc		
		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
1	Citywide Park Custodial Services, Monthly	\$ 2,500.00	12	\$ 30,000.00	\$ 4,052.12	12	\$ 48,625.44	\$ 9,245.00	12	\$ 110,940.00	\$ 7,975.00	12	\$ 95,700.00	\$ 23,900.00	12	\$ 286,800.00
2	Hourly Cost to Provide Additional Custodial Maintenance Services not Listed	\$ 50.00	80	\$ 4,000.00	\$ 16.25	80	\$ 1,300.00	\$ 20.00	80	\$ 1,600.00	\$ 18.00	80	\$ 1,440.00	\$ 120.00	80	\$ 9,600.00
3	Additional Facilities added during term of contract	\$ 1.19	42,000	\$ 49,980.00	\$ 1.84	42,000	\$ 77,280.00	\$ 0.15	42,000	\$ 6,300.00	\$ 0.253	42,000	\$ 10,626.00	\$ 3.00	42,000	\$ 126,000.00
4	Additional Restrooms added during term of this contract	\$ 2.00	16,800	\$ 33,600.00	\$ 1.84	16,800	\$ 30,912.00	\$ 0.15	16,800	\$ 2,520.00	\$ 0.253	16,800	\$ 4,250.40	\$ 3.00	16,800	\$ 50,400.00
TOTAL				\$ 117,590.00			\$ 155,117.44			\$ 121,360.00			\$ 112,015.40			\$ 472,800.00
Contact:		Steve Talley			Angela Williams			Guy T. Harms			Josh Shenwood			Sue Shinnett		
Location:		3701 Alton Park Blvd Chattanooga, TN 37410 net 30			8121 Heritage Park Drive Suite A Chattanooga, TN 37416 net 10, 2%			1504 Merrill Street Chattanooga, TN 37412 net 30			7610 Hamilton Place Drive Suite 3 & 4 Chattanooga, TN 37421 net 30			8115 Snowhill Road Ooltawah, TN 37363 net 30		
Pymt Terms:								Lines 3 & 4; bid is \$0.15 per square foot per month			Lines 3 & 4; bid is \$0.253 per square foot per month					

**Certified Maintenance Service,
Inc. (CMS, Inc.)
1504 Merrill Street
Chattanooga, TN 37412**

**Metro Janitorial Services Inc.
8115 Snowhill Road
Ooltewah, TN 37363**

**Cleaning Solutions, LLC
5600 Brained Road, Suite W-6
Eastgate Town Center
Chattanooga, TN 37411**

**ABM Industry Group, LLC
4295 Cromwell Road, Suite 412
Chattanooga, TN 37421**

**Jani-King of Chattanooga
6005 Century Oaks Drive
Suite 101
Chattanooga, TN 37416**

**Reliable Building Solutions, Inc
6232 Airpark Drive
Chattanooga, TN 37421**

**Single Moms Cleaning Services,
LLC
4804 Waverly Court
Ooltewah, TN 37363**

Date: June 11, 2019

Requisition No.: 185152

**PURCHASING DEPARTMENT
101 EAST 11TH 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 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on June 25, 2019*

**Requisition / Bid No.: R185152 / 305553
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Custodial Services for City Wide Park Facilities

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

2:00 P.M., EST on June 25, 2019

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M., EST on June 18, 2019

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: Juni-king of Chattanooga
Mailing Address: 7610 Hamilton Park Dr; Suites 314
City & Zip Code: Chattanooga, TN 37421
Phone/Toll Free No.: 423-648-3101
Fax No.: 423-648-3113
E-Mail Address: jsherwood@jkccs.com
Contact Person: Josh Sherwood
Company Title: Regional Director
Signature: [Signature]

BID SOLICITATION



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

BID OPENING DATE AND TIME:
25-JUN-19 at 2:00 PM
BID NUMBER: 305553
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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101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 185152 / 305553 Ordering Dept.: Parks Division, Public Works Buyer Mark McKeel Phone No : 423-643-7236 Items Being Purchased: Custodial Services for Citywide Park Facilities per specifications ATTACHMENTS: 1. Specifications (7 pages) 2. Appendix B: Frequency and Schedule (2 pages) 3. Affirmative Action Plan (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy NOTE: A Pre-Bid Conference will be held June 18, 2019 at 10:00 AM, at the Walker Pavilion at Coolidge Park, 150 River Street, Chattanooga, TN 37405. Attendance at the Pre-Bid is Preferred This Shall Be A Twelve (12) Month Blanket Contract To Supply Custodial Services for Citywide Park Facilities at listed locations in the specifications, Spec# 3. 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. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFE TIME OF THE CONTRACT *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 25, 2019 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305553) ON OUTSIDE PACKAGING PLEASE DO NOT EMAIL BIDS **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 25-JUN-19 at 2:00 PM

BID NUMBER: 305553

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
<p>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 any brand which meets or exceeds the quality of the specifications listed for any item.</p> <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 **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Jani-King of Chattanooga</u></p> <p>Address <u>7610 Hamilton Park Dr, Ste 314</u> <u>Chattanooga, TN 37421</u></p> <p>Phone/Toll-Free No <u>423-648-3101</u></p> <p>Fax No <u>423-648-3113</u></p> <p>eMail Address <u>j.sherwood@jkccs.com</u></p> <p>Contact Person's Name <u>Josh Sherwood</u></p> <p>Estimated Delivery <u>6-25-19</u></p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman Owned Business _____ Disabled Veteran _____</p> <p>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

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

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

COMPANY: Jack's King of Chattanooga

TERMS OF PAYMENT: Net 30

SIGNATURE: [Signature]

TELEPHONE NUMBER: 865-671-5464

NAME AND TITLE: Josh Sherwood - Regional Director

BID SOLICITATION



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

BID OPENING DATE AND TIME:

25-JUN-19 at 2:00 PM

BID NUMBER: 305553

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	Citywide Park Custodial Service, Monthly	12	Month	\$ <u>7975.00</u>	\$ <u>7975.00</u>
2	Hourly Cost to Provide Additional Custodial Maintenance Services not Listed	80	Hour	\$ <u>18.00</u>	\$ <u>1440.00</u>
3	Additional Facilities added during term of contract	42000	Square Foot	<u>0.253</u>	\$ <u>10,626.00</u>
4	Additional Restrooms added during term of contract	16800	Square Foot	<u>0.253</u>	\$ <u>4,250.00</u>

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

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

TERMS OF PAYMENT Net 30

TELEPHONE NUMBER: 865-671-5464

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

COMPANY: Jeniking of Chattanooga

SIGNATURE: [Signature]

NAME AND TITLE Josh Sherwood - Regional Director

CITY WIDE PARK FACILITY CUSTODIAL SPECIFICATIONS

1. GENERAL

1.1. SCOPE OF WORK

Scope of Work: Schedule and perform cleaning and custodial services for City-Wide Park facilities. Locations listed under Section 3.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Director of Parks at (423) 643-6122 for assistance.

1.2. PRE-BID CONFERENCE

A pre-bid conference will be held at the Walker Pavilion at Coolidge Park, 150 River St. Chattanooga, TN 37405 at the time and date outlined in the advertisement for bid.

1.3. REQUIREMENTS FOR INSURANCE COVERAGE

Insurance Requirements may be found in Standard Terms and Conditions;
<http://chattanooga.gov/purchasing/standard-terms-and-conditions>

The insurance shall remain in force at all times during the term of this contract.

1.4. LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for three (3) additional 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 2 are met.

1.5. BASIS FOR AWARD

Awards shall be made to the responsible and responsive contractor submitting the best bid considering the following.

- Proposed Schedule of Services
- Price
- Ability to Perform

1.6 BASIS FOR BIDDING

- Per month cost to provide all services listed below, at the frequency outlined in the proposed schedule of services, to the facilities and areas listed
- Per hour cost to provide additional general maintenance services not outlined in this contract
- Per square footage cost to provide additional Restroom cleaning services (with frequencies and duties outlined in frequency chart appendix) for any new facilities built during the term of this contract.
- Per square footage cost to provide additional Facility (non-restroom) cleaning services (with frequencies and duties outlined in frequency chart appendix) for any new facilities built during the term of this contract.

1.7 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

2. SERVICES

2.1. Restroom Facilities: The contractor shall ensure that all facilities are clean, free of odors, and contain adequate supplies.

- 2.1.1. Restroom facilities shall be cleaned one time daily, 7 days a week including holidays. These cleanings will occur between the hours of 7am -10am. These hours may flex depending on seasonality of use and activity.
- 2.1.2. Inspect, deodorize, clean and disinfect all inside surfaces (toilet bowls & seats, urinals, sinks, counters, floors, partitions, etc). Recently cleaned surfaces shall be dried before use of the facility by the public.
- 2.1.3. Mop all floors at least once daily to remove sand, dirt, mud and other typical floor sediment.
- 2.1.4. Thoroughly clean and polish all mirrors, glass, stainless steel, chrome and other metal surfaces.
- 2.1.5. Empty and damp wipe all trash containers and remove waste.
- 2.1.6. Dust all partitions and sills and clean all ceiling exhaust fan grilles.
- 2.1.7. Spot clean to remove all fingerprints, smudges, and dirt from light switches, door casings, trash receptacles, kick and push plates, handles etc.
- 2.1.8. Spot clean all walls including areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
- 2.1.9. All interior areas subject to wet or damp conditions shall be kept free of mold, mildew, fungi or other biological formations.

- 2.1.10. Furnish and distribute roll toilet tissue, paper towels, and hand soap as needed. These items will be furnished in such manner as to provide a continuous, uninterrupted supply to the public. The contractor is responsible for receiving the items from the on-site storage location and transporting them to all facilities.
- 2.1.11. Clean and sanitize all drinking fountains.
- 2.1.12. Remove all insects, insect nests, and webs, from interior and exterior of the facility.
- 2.2. Picnic Shelters: Daily. Clean all structures and tables, including seats, tops, and concrete base slabs with general cleaner. Remove litter from all adjacent grounds and facilities. Remove all vegetation, living and dead, from inside the picnic area. Service all waste containers inside picnic shelter space.
- 2.3. Public Space Buildings: Provide cleaning services as necessary. Keep buildings clean, in proper working order, and free of objectionable odors. All inside and outside surfaces shall be cleaned. Trash cans shall be emptied, cleaned and disinfected. Perform cleaning services at a time and in such a manner to minimize the impact on the staff and visitors. Special uses or requirements or unusually heavy use may require additional cleaning. The cleaning schedule shall be adequate to maintain an acceptable professional appearance in and around the complex.
- Frequent Requirements:
- Empty and clean trash receptacles
 - Dust furniture and machines
 - Sweep, mop or vacuum floors (includes patio and entrance areas)
 - Inspect area (inside and out) for insect nests and webs and remove
 - Police around building
 - Public restrooms, follow same requirements detailed in Section 2.1
 - Clean and sanitize all drinking fountains
- Less Frequent Requirements:
- Weekly sweep and dust offices
 - Monthly clean windows and blinds
 - Clean light fixtures and replace inoperable bulbs, as needed

3. LOCATIONS

Jefferson Park, Milliken Park, St Elmo Park, John A Patten Park, Southside Community Park, East Lake Park, Brainerd Tennis Cts, Heritage Park, Riverview Park, Stringers Ridge Spears Ave Trailhead, Greenway Farm Park, North Chickamauga Creek Greenway, Rivermont Park, Sterchi Farm Trailhead Park

3.1. Jefferson Park, 1730 Jefferson Street

- 3.1.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.1.2. Clean picnic shelter space as defined in Section 2.1.2

3.2. St Elmo Park, 4909 St Elmo Ave.

- 3.2.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
- 3.2.2. Clean picnic shelter space as defined in Section 2.1.2

3.3. John A Patten Park, 3202 Kelly's Ferry Road

- 3.3.1. Clean outdoor men's and women's restrooms (near playground) and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
- 3.3.2. Clean picnic shelter space as defined in Section 2.1.2

3.4. Milliken Park, 100 W. 45th St.

- 3.4.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor

3.5. East Lake Park, 3000 E. 34th St. - Currently Under Construction until early 2020

- 3.5.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1
- 3.5.2. Clean picnic shelter space as defined in Section 2.1.2, multiple locations

3.6. Brainerd Park, 1010 N. Moore Rd.

- 3.6.1. Clean outdoor men's and women's restrooms (located at Tennis Courts) and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.6.2. Clean picnic shelter space as defined in Section 2.1.2

3.7. Stringer's Ridge Trailhead, 1312 Spears Ave.

- 3.7.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor

3.8. Riverview Park, 1000 Barton Ave.

- 3.8.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.8.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.9. Rivermont Park, 1096 Lupton Dr.
 - 3.9.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1
 - 3.9.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.10. Greenway Farm Park, 3008 Hamill Rd.
 - 3.10.1. Clean outdoor men's and women's restrooms (near Dog Park) and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
 - 3.10.2. Clean outdoor (located at Outdoor Chattanooga Barn) and lock daily as defined in Section 2.1.1; 60 sq ft concrete floor
 - 3.10.3. Clean Conference Center building as detailed in section 2.3. This facility includes approximately 5,000 square feet of floor space with carpet and tile floors which requires sweeping, vacuuming, mopping and periodic stain removal. Includes public restrooms, kitchen, conference/meeting space, and adjacent outdoor areas

- 3.11. Southside Community Park, 3501 Central Ave.
 - 3.11.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
 - 3.11.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.12. Sterchi Farm Trailhead Park, 2882 Harrison Pike
 - 3.12.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
 - 3.12.2. Clean picnic shelter space as defined in Section 2.1.2

4. ITEMS PROVIDED BY CITY/CONTRACTOR FOR CITY-WIDE PARK FACILITIES

The City will provide the following items for contractor use:

- Cleaning chemicals and solutions
- Soaps and paper products for restroom facilities
- Trash can liners
- Facility keys as needed

The Contractor will provide the following items for contractor use:

- Cleaning tools & equipment
- Personal Protective Equipment
- Employee uniforms
- Transportation to and from all facilities

5. ADDITIONAL REQUIREMENTS FOR REQUESTED SERVICES

- 5.1. Schedule of Services: Submit to Parks Division for approval the "Schedule of Services" for cleaning, custodial services and refuse removal indicating as a minimum frequencies, days of the week, and time of the day, prior to commencing work and prior to changing the schedule.
- 5.2. Meet with Parks Division leadership to discuss seasonal changes each March and September.
- 5.3. A daily log must be kept and submitted weekly to Parks Division
- 5.4. All maintenance issues (broken fixtures, leaks, etc.) must be reported to Parks Division General Supervisor immediately. Call: 423-643-6120 Text: 423-400-4292 Email: ammccormick@chattanooga.gov
- 5.5. All cleaning services must be approved by Parks Division. If the service is not approved, corrections must be made and completed to meet specifications and approval within forty-eight (48) hours. If approval is not granted within forty-eight (48) hours there will be a \$50.00 per day penalty until satisfactorily completed
- 5.6. A representative of the contractor must be immediately available to handle any complaint. All complaints must be corrected immediately.
- 5.7. Contractor shall be responsible for replacing any and all restroom fixtures including faucets, lavatories, commodes, urinals, soap holders, etc. resulting from carelessness or harsh cleaning agents which causes permanent staining, corrosion, discoloration, tarnishing, or malfunction of fixture(s). Contractor shall be responsible for repairing/replacing tile grout, tile or other flooring, furniture, permanent or temporary fixtures of any kind should contractor cause permanent damage or bad appearance to any of the above whether or not it was done purposely or accidentally. Should the above occur the repairs/replacements shall be to the satisfaction of Parks Division.
- 5.8. All written complaints relating to the janitorial company shall receive written response from the janitorial company owner/manager within ten (10) days of the dated complaint specifying what action will be taken to prevent further complaints
- 5.9. Any keys that are lost or door locks that are damaged must be replaced at janitorial company's expense. The work shall be performed by the company designated by Parks Division and the type or brand of lock/key will be specified by the Parks Division. In the event of an emergency situation and a locksmith has to be called the authorized locksmith is Ace Lock & Key (423-605-9222).
- 5.10. All employees of the contractor performing services under this contract shall be uniformed with matching logoed shirts, long pants and closed-toe shoes.
- 5.11. All Personal Protective Equipment (PPE: gloves, glasses, masks, etc) necessary to safely perform the requirements of this contract shall be furnished by the contractor and used at all necessary times.

6. QUALIFICATIONS FOR PROSPECTIVE BIDDERS

6.1. Minimum Qualifications

6.1.1. The following requirements shall be considered the minimum for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

- A period of three (3) years experience in the performance of professional custodial/janitorial service as specified.
- Current operation of a field office and/or warehouse within fifty (50) miles of the site to be serviced under this contract.
- Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.

6.1.2. The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and all work shall be performed with a knowledgeable, English-speaking supervisor, and with experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards

6.1.3. Services provided shall be performed by qualified and trained service personnel who are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.

6.1.4. Before any work is initiated under this bid, the Contractor shall be fully licensed to provide maintenance business in the State of Tennessee. Proof of such licensing may be required by the City before a contract award is made.

6.1.5. Maintenance services are performed in public areas. Personnel shall not have any restrictions limiting proximity to children or specific locations like schools, churches, playgrounds, etc.

6.2. Required Documentation for Bid Submittals

6.2.1. Each Bidder shall submit with its bid, two (2) current references of commercial clients within 25 miles of Chattanooga that the bidder currently services.

6.2.2. Each Bidder shall submit with its bid, the qualifications and experience of the planned account manager for this contract.

6.2.3. The proposed schedule of services as outlined above.

6.2.4. The standard work log completed by the contractor and submitted to the city

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
City Wide Park Facilities
04/18**

WORK TASKS	FREQUENCY OF SERVICE					Annual
	DAY	WEEK	AS NEEDED	MONTH	3-MONTH	
Restrooms (each task as applicable) Daily after 8:00 pm						
Empty trash receptacles and replace liners	1					
Clean trash receptacles using germicidal disinfectant		3				
Empty feminine waste receptacles and replace liners	1					
Clean and sanitize sinks, urinals, commodes, showers, and fixtures	1					
Polish bright work and sink, urinal, commode, and shower fixtures	1					
Clean mirrors	1					
Spot clean partitions	1					
Clean partitions using germicidal disinfectant		3				
Dust air vents and returns and sink light fixtures		1				
Clean air vents and returns and sink light fixtures				1		
Dust window sills, openings, and ledges		3				
Clean window sills, openings, and ledges				1		
Sweep floors	1					
Damp mop floors using germicidal disinfectant	1					
Spray and buff vinyl tile floors				2		
Strip and wax vinyl tile floors						1
Spray and buff concrete floors				2		
Strip and wax concrete floors						1
Machine scrub restroom floors					1	
Spot clean walls	1					
Clean walls		3				
Spot clean doors, kick plates, glass, and hardware	1					
Clean doors, kick plates, glass, and hardware		3				
Fill dispensers with paper products and hand soap	1					
Clean and sanitize drinking fountains	1					
Remove all insects, nests, and webs from interior and exterior						
Picnic Shelters						
Empty trash receptacles and replace liners	1					
Clean trash receptacles using germicidal disinfectant		3				
Reset park tables and chairs/clean	1					
Remove all vegetation, living and dead, from inside picnic area	1					
Remove litter from all adjacent grounds and facilities	1					

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
City Wide Park Facilities
04/18**

WORK TASKS	FREQUENCY OF SERVICE					
	DAY	WEEK	AS NEEDED	MONTH	3-MONTH	Annual
Public Space Buildings						
Empty trash receptacles and replace liners	1					
Clean trash receptacles using germicidal disinfectant		3				
Clean all hard surfaces, inside and out			1			
Dust furniture and machines		3				
Sweep, mop, or vacuum floors, including patio and entrance areas		3				
Remove all insects, nests, and webs from interior and exterior	1					
Clean and sanitize all drinking fountains	1					
Sweep and dust offices		1				
Clean windows and blinds				1		
Clean light fixtures and replace inoperable bulbs			1			

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)

Regional Director - Jani-King of Chattanooga

(Title and Name of Construction Company)

6-21-19

(Date)

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)

Josh Sherwood

(BUSINESS NAME)

Juni-King of Chattanooga

(DATE)

6-21-14

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Josh Sherwood

(Vendor Agent name), states that,

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

Jani-King of Chattanooga

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305553 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:


Title: Regional Director

Printed Name:

Josh Sherwood

Date: 6-21-19

ADDENDUM NO: 1

REQ NO: 185152

FINAL SUBMITTAL: June 25, 2019 at 2:00 PM EST

FINAL QUESTIONS: June 21, 2019 at 2:00 PM EST

Department: Parks Division, Public Works

Changes to Bid# 305553:

Items talked about at pre-bid on June 18, 2019:

1. **Sharps – Chapter 1200-1-7.04 of the Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management states “Sharps must be securely packaged in puncture-proof containers prior to land-filling.” The Tennessee Bureau of Environmental Health Sciences Department of Environmental Conservation has issued the following guidelines for household-generated sharps: Needles and sharps should be placed inside a sturdy plastic container with a screw on lid (such as a laundry detergent or fabric softener bottle) and disposed of in your regular garbage. Bend the tip of the needle to prevent puncture.**
<https://safeneedledisposal.org/state-search/?state=TN>

2. **Trash**

- 2.1.5 **Restrooms – Empty and damp wipe all trash containers and remove waste.**

- 2.2 **Picnic Shelters – Service all waste containers inside picnic shelter space.**

- 2.3 **Public Space Buildings – Trash cans shall be emptied, cleaned and disinfected.**

Dumpsters are located at all YFD Centers, Greenway Farm Park, Chattown Skate Park, Parks Office (1503 Middle Street), Ross’s Landing & Coolidge Park

3. **Attached is an updated Frequency of Service Work Tasks. This is removing the Vinyl Tile and Concrete Floors**

Questions & Answers:

1. Scope of Work, 2, Spec 1.6 Basis for Bidding

Is there an ETA for additional restrooms and facilities?

Dates subject to change but upcoming projects – Sculpture Fields July 2019

2. Scope of Work, 2, Spec 2.1.1 These cleanings will occur between the hours of 7am – 10am

Please confirm that these are the correct hours for cleaning

Correct

3. Scope of Work, 4, Items Provided by City/Contractor

Please provide a Monthly Material Usage Report

N/A

4. Appendix B, 1 of 2, Frequency and schedule state, “Daily after 8:00 pm”

What are the hours for cleaning?

Between 7am – 10am

5. Is recycling required?

No

6. What is the current monthly contract price?

This is a new contract. No contract pricing available.

7. What is the name of the current (or previous) contractor?

This is a new contract. No contractor available.

8. How can current janitorial services be improved?

Maintain same level of service or better

Req No: 185152 Custodial Services for Citywide Parks Facilities

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

Name:



Company:

Jani-King of Chattanooga

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

APPENDIX B CUSTODIAL SERVICES FREQUENCY AND SCHEDULE CITYWIDE PARKS

WORK TASKS	FREQUENCY OF SERVICE			
	DAY	WEEK	AS NEEDED	MONTH
Restrooms (each task as applicable) Daily between 7:00 and 10:00 am				Annual
Empty trash receptacles and replace liners	1			
Clean trash receptacles using germicidal disinfectant		3		
Empty feminine waste receptacles and replace liners	1			
Clean and sanitize sinks, urinals, commodes, showers, and fixtures	1			
Polish bright work and sink, urinal, commode, and shower fixtures	1			
Clean mirrors	1			
Spot clean partitions	1			
Clean partitions using germicidal disinfectant		3		
Dust air vents and returns and sink light fixtures		1		
Clean air vents and returns and sink light fixtures			1	
Dust window sills, openings, and ledges		3		
Clean window sills, openings, and ledges			1	
Sweep floors	1			
Damp mop floors using germicidal disinfectant	1			
Machine scrub restroom floors				1
Spot clean walls	1			
Clean walls		3		
Spot clean doors, kick plates, glass, and hardware	1			
Clean doors, kick plates, glass, and hardware		3		
Fill dispensers with paper products and hand soap	1			
Clean and sanitize drinking fountains	1			
Remove all insects, nests, and webs from interior and exterior				
Picnic Shelters				
Empty trash receptacles and replace liners	1			
Clean trash receptacles using germicidal disinfectant		3		
Reset park tables and chairs/clean	1			
Remove all vegetation, living and dead, from inside picnic area	1			
Remove litter from all adjacent grounds and facilities	1			

APPENDIX B CUSTODIAL SERVICES FREQUENCY AND SCHEDULE CITYWIDE PARKS

WORK TASKS	FREQUENCY OF SERVICE			
	DAY	WEEK	AS NEEDED	MONTH
Public Space Buildings				Annual
Empty trash receptacles and replace liners	1			
Clean trash receptacles using germicidal disinfectant		3		
Clean all hard surfaces, inside and out			1	
Dust furniture and machines		3		
Sweep, mop, or vacuum floors, including patio and entrance areas		3		
Remove all insects, nests, and webs from interior and exterior	1			
Clean and sanitize all drinking fountains	1			
Sweep and dust offices		1		
Clean windows and blinds				1
Clean light fixtures and replace inoperable bulbs			1	



Jani-King of Chattanooga

7610 Hamilton Park Dr.
Suites 3 & 4
Chattanooga, TN 37421
(423) 648-3101
Fax: (423) 648-3113

JUNE 24, 2019

United States

Albuquerque • Alexandria
Atlanta • Augusta
Austin • Baltimore
Baton Rouge • Birmingham
Boston • Buffalo
Charleston • Charlotte
Chattanooga • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Myers
Fort Worth • Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jacksonville
Kansas City • Knoxville
Lafayette/Lake Charles
Las Vegas • Lexington
Little Rock • Los Angeles
Louisville • Madison
Macon/Memphis • Miami
Milwaukee • Minneapolis
Mississippi Coast • Mobile
Montgomery • Monroe
Myrtle Beach • Nashville New
Jersey • New Orleans
New York • Oakland
Oklahoma City • Omaha
Orlando • Pensacola
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Reno • Rhode Island
Richmond Roanoke/Lynchburg
Sacramento • Salt Lake City
San Antonio • San Diego
San Francisco • Savannah
Seattle • SE Mississippi
Shreveport Springfield
St. Louis • Tri-Cities
Tampa Bay • Tucson • Tulsa
Washington, D.C. • Wichita

International

Australia
Bahrain
Belgium
Brazil
Canada
France
Great Britain
Greece
Hong Kong
Mexico
New Zealand
Portugal
South Korea
Spain
Taiwan
Toronto/Windsor

Mark McKeel
CITY WIDE PARK FACILITIES
101 E. 11th Street; Suite G13
Chattanooga, TN 37402

RE: MAINTENANCE PROPOSAL

Dear Mark McKeel:

Thank you for the time and interest you have given me concerning the subject of housekeeping for your facility. **JANI-KING OF CHATTANOOGA** appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each **JANI-KING** representative is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (423) 648-3101 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Josh Sherwood
Regional Director
JANI-KING OF CHATTANOOGA

THE JANI-KING FRANCHISING CONCEPT

JANI-KING is a commercial cleaning service, in the business since 1969 that has dramatically changed the commercial cleaning and maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication and little concern about a job well done. At JANI-KING, we realize that quality work is directly related to the individual workers' training, motivation and supervision. Locating quality individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

At JANI-KING, we looked for an individual who will care as much about your building as you do. Because we cannot provide individuals with ownership in your company or your building, acts which would surely promote the quality and concern that we look for; we offer individuals ownership in a business - a JANI-KING franchise.

The JANI-KING FRANCHISING CONCEPT has enabled us to provide clients throughout the world, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.

Each JANI-KING AUTHORIZED FRANCHISEE has successfully completed an extensive training program and, as a member of our team, have the procedures, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern - the dedication to your building - cannot be equaled.

It is a pleasure to share the JANI-KING program with you, a program that has been the answer to cleaning problems encountered by building managers throughout the world.

Please do not hesitate to call us for any additional information you might need.

General Procedures

I. Supervision

- JANI-KING will stay in close contact with the management concerning all work performed.
- All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- All personnel will be checked regularly as to performances and ability to maintain JANI-KING standards.

II. Wage Scale

- All personnel will be paid no less than the minimum wage required by Federal Law.
- Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. Security Procedures and Insurance

- JANI-KING representatives will work closely with management in regard to the use of acceptable personnel.
- Before leaving the building, JANI-KING personnel will check to ensure that the building is properly secured.
- JANI-KING will provide all necessary insurance and bonds on all JANI-KING personnel.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Autumn Wind Franchising, Inc. d/b/a Jani-King of Chattanooga ("Jani-King") and CITY WIDE PARK FACILITIES ("Client").

WHEREAS:

- Jani-King is in the business of providing commercial cleaning and maintenance services; and,
- Client is desirous of the services of Jani-King for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- Jani-King agrees to provide such services to Client.

THEREFORE, in consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the ____ day of _____, 2019.
- 1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.
- 1.3. The services shall be performed at the following location:

BUILDING NAME: CITY WIDE PARK FACILITIES
ADDRESS: 101 E. 11th Street; Suite G13
Chattanooga, TN 37402

- 1.4. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.
- 1.5. Jani-King agrees to service Named Areas as scheduled seven (7) times per week.
- 1.6. Jani-King agrees to furnish all equipment and tools necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. Client warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any and all liability resulting from any Jani-King personnel or authorized franchise owner or its personnel's exposure to such hazardous or harmful materials.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, contained herein, on or before the last day of each month in which services are rendered. Late fees will be assessed if payment is not received by the fifth day of the following month. Fees will equal 3% of the minimum sum stated on Pricing Schedule. Minimum charge of Fifty Dollars will apply. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to the following address:

Jani-King of Chattanooga
609 Reliability Circle
Knoxville, TN 37932

- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- 3.2. Jani-King and any of its personnel are not employees of Client but are independent contractors; and in this regard, such Jani-King authorized franchise owners and their employees will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the effective date of such notice, the terminating party shall provide written notification, as described herein, to the non-terminating party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date the second notice is received. In the event the second notice is not received within the specified time, all deficiencies will be deemed cured.

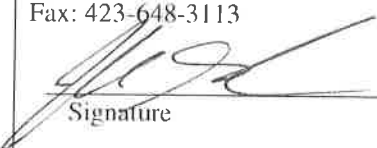
- 4.3. In the event Client terminates this Agreement for any reason other than non-performance as described above, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement.
- 4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in Section 2.1. Herein for Jani-King or to the address stated on the signature page of this Agreement for Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2019.

<p>Jani-King of Chattanooga 7610 Hamilton Park Dr; Suites 3 & 4 Chattanooga, TN 37421 Phone: 423-648-3101 Fax: 423-648-3113</p> <p> _____ Signature</p> <p>Josh Sherwood _____ Print Name</p> <p>Regional Director _____ Title</p>	<p>CITY WIDE PARK FACILITIES 101 E. 11th Street; Suite G13 Chattanooga, TN 37402 Phone: 423-643-7236 Fax:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>_____ E-Mail Address</p> <p>_____ Client's Contact Name (If different from signer)</p> <p>_____ Contact's E-Mail Address</p>
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Billing information:

Julie Graci

Account Payable Contact

609 Reliability Circle

Billing Address

Knoxville TN 37932

City, State ZIP

(865) 671-5464

Account Payable Phone Number / Extension

(865) 671-0987

Account Payable FAX Number

jgraci@jkcs.com

Account Payable E-Mail Address

Purchase Order Number (if applicable)

CLEANING SCHEDULE

Named Areas:

A.	Picnic Shelters, Conference Center, Barn
B.	Restrooms
C.	VCT Floor Care Program
D.	Carpet Care Program

*****Please see customer provided cleaning schedule in RFP*****

PRICING SCHEDULE

CITY WIDE PARK FACILITIES

101 E. 11th Street; Suite G13
Chattanooga, TN 37402

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included)

MAINTENANCE

Seven Thousand Nine Hundred Seventy Five and No/100 Dollars

(\$7,975.00)

PER MONTH

Seven (7) Times Weekly

Hourly Cost for Additional Maintenance

Eighteen and No/100 Dollars

(\$18.00)

PER HOUR

ADDITIONAL FACILITIES AND RESTROOMS ADDED

Twenty Five Cents

(\$0.25)

PER SQUARE FOOT

CLIENT INITIAL: _____

REQUESTED ADDITIONAL CLEANS

FLOORS

Upon request, the following services can be performed for an additional fee:

- Carpet Shampoo - minimum charge of \$150.00
- Strip, reseal and refinish tile floors - minimum charge of \$150.00
 - Care will be taken to get into corners, along edges and beneath furniture.
 - Care will be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

Upon request, the following services can be performed for an additional fee:

- Windows can be washed inside and out up to second floor with the use of a step ladder - minimum charge of \$50.00.

Prices are subject to change

CLIENT INITIAL: _____



City of Chattanooga

Mayor Andy Berke

July 24, 2019

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

**Subject: 185153 / 305555 – Custodial Services for Tennessee Riverpark Facilities –
Parks Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Custodial Services for Tennessee Riverpark Facilities, Park 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 \$140,000.

The invitation to bid was sent to seven (7) vendors as well as formally advertised. Bids were received from four (4) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Jani-King of Chattanooga
Metro Janitorial Services, Inc

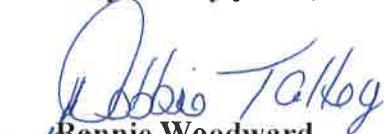
Certified Maintenance Service, Inc
DetailXPerts Franchise Systems, LLC

Page 2

Custodial Services for Tennessee Riverpark Facilities

I recommend awarding the blanket contract for Custodial Services for Tennessee Riverpark Facilities to Jani-King of Chattanooga, 7610 Hamilton Park Drive, Suite 3 & 4, Chattanooga, TN 37421 as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

**Bid Tabulation - Bid No. 305555 / Req No. 165153
Custodial Services for Tennessee Riverparks Facilities**

Item #	Description	DetailXPerts Franchise Systems, LLC			Certified Maintenance Service, Inc (CMS, Inc)			Jani-King of Chattanooga			Metro Janitorial Services, Inc		
		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
1	Riverparks Custodial Service, Monthly Hourly Cost to Provide Additional Custodial Maintenance Services not Listed	\$ 6,965.46	12	\$ 83,585.52	\$ 17,840.00	12	\$ 214,080.00	\$ 10,365.00	12	\$ 124,380.00	\$ 9,500.00	12	\$ 114,000.00
2	Additional Facilities added during term of contract	\$ 16.25	80	\$ 1,300.00	\$	80	\$ 1,600.00	\$ 18.00	80	\$ 1,440.00	\$ 18.00	80	\$ 1,440.00
3	Additional Restrooms added during term of this contract	\$ 1.84	24,000	\$ 44,160.00	\$ 0.15	24,000	\$ 3,600.00	\$ 0.25	24,000	\$ 6,000.00	\$ 3.00	24,000	\$ 72,000.00
4	Additional Restrooms added during term of this contract	\$ 1.84	16,800	\$ 30,912.00	\$ 0.15	16,800	\$ 2,520.00	\$ 0.25	16,800	\$ 4,200.00	\$ 6.00	16,800	\$ 100,800.00
TOTAL				\$ 159,957.52			\$ 221,200.00			\$ 138,020.00			\$ 288,240.00
Contact:		Angela Williams 6121 Heritage Park Drive Suite A Chattanooga, TN 37416 net 10, 2%			Guy T. Harris 1504 Merrill Street Chattanooga, TN 37412 net 30			Josh Sherwood 7610 Hamilton Place Drive Suite 3 & 4 Chattanooga, TN 37421 net 30			Sue Stimmet 8115 Snowhill Road Ooltewah, TN 37363 net 30		
Location:		Chattanooga, TN 37416			Chattanooga, TN 37412			Chattanooga, TN 37421			Ooltewah, TN 37363		
Pymt Terms:		net 10, 2%			net 30			net 30			net 30		
		Lines 3 & 4; bid is \$0.15 per square foot per month			Lines 3 & 4; bid is \$0.15 per square foot per month			Lines 3 & 4; bid is \$0.25 per square foot per month			Lines 3 & 4; bid is \$0.25 per square foot per month		

**Certified Maintenance Service,
Inc. (CMS, Inc.)
1504 Merrill Street
Chattanooga, TN 37412**

**Metro Janitorial Services Inc.
8115 Snowhill Road
Ooltewah, TN 37363**

**Cleaning Solutions, LLC
5600 Brained Road, Suite W-6
Eastgate Town Center
Chattanooga, TN 37411**

**ABM Industry Group, LLC
4295 Cromwell Road, Suite 412
Chattanooga, TN 37421**

**Jani-King of Chattanooga
6005 Century Oaks Drive
Suite 101
Chattanooga, TN 37416**

**Reliable Building Solutions, Inc
6232 Airpark Drive
Chattanooga, TN 37421**

**Single Moms Cleaning Services,
LLC
4804 Waverly Court
Ooltewah, TN 37363**

Date: June 11, 2019

Requisition No.: 185153

**PURCHASING DEPARTMENT
101 EAST 11TH 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 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on June 26, 2019*

**Requisition / Bid No.: R185153 / 305555
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

**Items Being Purchased: Custodial Services for Tennessee Riverpark
Facilities**

*****REQUEST FOR BIDS MUST BE RECEIVED***
2:00 P.M., EST on June 26, 2019**

*****PRE-BID CONFERENCE WILL BE CONDUCTED***
10:30 A.M., EST on June 18, 2019**

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: Juni-King of Chattanooga

Mailing Address: 7610 Hamilton Park Dr; Suites 314

City & Zip Code: Chattanooga, TN 37421

Phone/Toll Free No.: 423-648-3101

Fax No.: 423-648-3113

E-Mail Address: jsherwood@jkees.com

Contact Person: Josh Sherwood

Company Title: Regional Director

Signature: [Handwritten Signature]

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 26-JUN-19 at 2:00 PM

BID NUMBER: 305555

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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A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No : 185153 / 305555 Ordering Dept : Parks Division, Public Works Buyer : Mark McKeel Phone No : 423-643 7236					
Items Being Purchased: Custodial Services for Tennessee River Parks Facilities per Specifications					
ATTACHMENTS 1. Specifications (6 pages) 2. Appendix B, Frequency and Schedule (3 pages) 3. Affirmative Action Plan (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held June 18, 2019 at 10:30 AM, at the Walker Pavilion at Coolidge Park, 150 River Street, Chattanooga, TN 37405. Attendance at the Pre-Bid is Preferred					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Custodial Services for the Tennessee River Parks Facilities at listed locations in the specifications, Spec# 2.					
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.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2 00 PM EST ON JUNE 25, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305555) ON OUTSIDE PACKAGING					
PLEASE DO NOT EMAIL BIDS					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause. If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
26-JUN-19 at 2:00 PM

BID NUMBER: 305555

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
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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.

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 any brand which meets or exceeds the quality of the specifications listed for any item.

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

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

**** NOTE ****
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Jani-King of Chattanooga
Address 7610 Hamilton Park Dr, Suites 3+4
Chattanooga, TN 37421
Phone/Toll-Free No 423-648-3101
Fax No 423-648-3113
eMail Address jsherwood@jkcs.com
Contact Person's Name Josh Sherwood
Estimated Delivery 6-26-19

Minority Owned Business _____ Small Business _____ Veteran _____
Minority Woman-Owned Business _____ Disabled Veteran _____
Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F O B DESTINATION ****

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

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

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

TERMS OF PAYMENT Net 30
TELEPHONE NUMBER 865-671-5464

COMPANY Jani-King of Chattanooga
SIGNATURE [Signature]
NAME AND TITLE Josh Sherwood - Regional Director

BID SOLICITATION



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

BID OPENING DATE AND TIME:

26-JUN-19 at 2:00 PM

BID NUMBER: 305555

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	River Parks Custodial Service, Monthly	12	Month	<u>\$10,365.00</u>	<u>\$10,365.00</u>
2	Per hour to perform custodial maintenance services not listed	80	Hour	<u>\$18.00</u>	<u>\$1,440.00</u>
3	Additional Facilities built during term of contract	24000	Square Foot	<u>.25</u>	<u>\$6,000.00</u>
4	Additional Restrooms built during term of contract	16800	Square Foot	<u>.25</u>	<u>\$4,200.00</u>

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

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

TERMS OF PAYMENT Net 30
TELEPHONE NUMBER 865-671-5464

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

COMPANY: Jani-King of Chattanooga
SIGNATURE [Signature]
NAME AND TITLE Josh Skerwood - RO

CUSTODIAL AND FACILITY MAINTENANCE SERVICES AT TN RIVERPARKS DOWNTOWN

1. GENERAL

1.1. SCOPE OF WORK

Scope of Work: Schedule and perform cleaning and custodial services for Walker Pavilion, Coolidge Carousel, Renaissance Pavilion, Aquarium Plaza restrooms, and Outdoor Chattanooga facility.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Director of Parks at (423) 643-6122 for assistance.

1.2. PRE-BID CONFERENCE

A pre-bid conference will be held at the Walker Pavilion at Coolidge Park, 150 River St. Chattanooga, TN 37405 at the time and date outlined in the advertisement for bid.

1.3. REQUIREMENTS FOR INSURANCE COVERAGE

Insurance Requirements may be found in Standard Terms and Conditions <http://chattanooga.gov/purchasing/standard-terms-and-conditions>

The insurance shall remain in force at all times during the term of this contract.

1.4. LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for three (3) additional 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 2 are met.

1.5. BASIS FOR AWARD

Awards shall be made to the responsible and responsive contractor submitting the best bid considering the following.

- Proposed Schedule of Services
- Price
- Ability to Perform

1.6. BASIS FOR BIDDING

- Per month cost to provide all services listed below, at the frequency outlined in the proposed schedule of services, to the facilities and areas listed
- Per hour cost to provide additional general maintenance services not outlined in this contract

1.7. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

The City of Chattanooga reserves the right to reject any or all bids, to waive any information in Bids received, and to accept any Bid which, in its opinion, may be in the best interest of the City.

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that have been made a part of this solicitation, and are posted on the website <http://chattanooga.gov/purchasing/standard-terms-and-conditions>

2. SERVICES

2.1. Restroom Facilities: The contractor shall ensure that all facilities are clean, free of odors, and contain adequate supplies.

2.1.1. Restroom facilities shall be cleaned one to three times daily, 7 days a week including holidays, as noted. Three times daily cleanings will occur from 10 am to 12 pm, 3 pm to 5 pm and from 9 pm to 11 pm. Twice a day cleanings will occur from 10 am to 12 pm and from 9 pm to 11 pm. Once a day cleaning times are specified by location below. The required times for facilities to be clean and open are detailed below. Restroom facilities shall be locked following nightly cleaning.

2.1.2. Inspect, deodorize, clean and disinfect all inside surfaces (toilet bowls & seats, urinals, sinks, counters, floors, partitions, etc). Recently cleaned surfaces shall be dried before use of the facility by the public.

2.1.3. Mop all floors to remove sand, dirt, mud and other typical floor sediment.

2.1.4. Thoroughly clean and polish all mirrors, glass, stainless steel, chrome and other metal surfaces.

2.1.5. Empty and damp wipe all trash containers and remove waste.

2.1.6. Dust all partitions and sills and clean all ceiling exhaust fan grilles.

- 2.1.7. Spot clean to remove all fingerprints, smudges, and dirt from light switches, door casings, trash receptacles, kick and push plates, handles etc.
 - 2.1.8. Spot clean all walls including areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
 - 2.1.9. All interior areas subject to wet or damp conditions shall be kept free of mold, mildew, fungi or other biological formations.
 - 2.1.10. Furnish and distribute roll toilet tissue, paper towels, and hand soap as needed. These items will be furnished in such manner as to provide a continuous, uninterrupted supply to the public. The contractor is responsible for receiving the items from the on-site storage location and transporting them to all facilities.
 - 2.1.11. Clean and sanitize all drinking fountains.
 - 2.1.12. Remove all insects, insect nests, and webs, from interior and exterior of the facility.
- 2.2. Walker Pavilion (Coolidge Park)
- 2.2.1. Clean men's and women's restrooms according to previously defined schedule in Section 2.1.1
 - 2.2.1.1. 3 times daily; May 1 - September 30; see 2.1.1 for times
 - 2.2.1.2. 2 times daily; October 1 - April 30 (10am-12p & 9pm-11pm)
 - 2.2.1.3. 510 square feet, tile floor
 - 2.2.2. Clean rental space including all hard surfaces, interior and exterior glass surfaces, kitchen and appliances, rental tables, etc for use by 8:30 am daily. City staff are responsible for unlocking public entrances before events begin.
 - 2.2.2.1. 2652 Square feet, tile floor
- 2.3. Coolidge Park Carousel building
- 2.3.1. Clean men's and women's restrooms according to previously defined schedule in Section 2.1.1
 - 2.3.1.1. 3 times daily; May 1 - September 30; see 2.1.1 for times
 - 2.3.1.2. 2 times daily; October 1 - April 30 (10am-12p & 9pm-11pm)
 - 2.3.1.3. 330 Square feet, tile
 - 2.3.2. Clean indoor area around Carousel by sweeping daily and mopping at least weekly and as needed. Clean all interior and exterior glass and painted surfaces within arm's reach weekly and as needed to remove dirt, debris, smudges, etc.
 - 2.3.2.1. 6400 Square feet, tile, concrete, and carousel wood turntable
 - 2.3.3. Clean party room including all hard surfaces, interior and exterior glass surfaces, rental tables and chairs, etc for use by 9:30 am daily. City staff are responsible for unlocking public entrances before events begin.
 - 2.3.4. Dust overhead lights and supports on carousel monthly.

- 2.4. Renaissance Park Pavilion
- 2.4.1. Clean men's and women's restrooms according to previously defined schedule in Section 2.1.1
- 2.4.1.1. 3 times daily; May 1 - September 30; see 2.1.1 for times
- 2.4.1.2. 2 times daily; October 1 - April 30 (10am-12p & 9pm-11pm)
- 2.4.1.3. 510 square feet, concrete floor
- 2.4.2. Clean covered outdoor picnic area by removing all dirt, debris, litter, etc from floors and walls and cleaning all tables daily.
- 2.4.2.1. 9892 square feet, concrete floor

2.5. TN Aquarium Plaza restrooms

- 2.5.1. Clean men's and women's restrooms according to previously defined schedule in Section 2.1.1
- 2.5.1.1. 3 times daily; May 1 - September 30; see 2.1.1 for times
- 2.5.1.2. 2 times daily; October 1 - April 30 (10am-12p & 9pm-11pm)
- 2.5.1.3. Approx 1400 sq ft; Epoxy floor type - floorplan in file
- 2.5.2. Clean covered outdoor area by removing dirt, debris, litter, etc from floors and walls and doors. Clean glass daily
- 2.5.2.1. Approx 350 sq ft; concrete floor type

2.6. Outdoor Chattanooga Building

- 2.6.1. Clean men's and women's public restrooms once daily and open by 9 am.
- 2.6.1.1. Approx 375 sqft; concrete floor type - Floorplan in file
- 2.6.2. Clean public space including all hard surfaces, interior and exterior glass surfaces, kitchen and appliances, tables, etc daily for use by 9 am.
- 2.6.2.1. Approx 3400 sqft; concrete floor type - Floorplan in file

3. ITEMS PROVIDED BY CITY/CONTRACTOR FOR RIVERPARK FACILITIES

The City will provide the following items for contractor use:

- Cleaning chemicals and solutions, and basic cleaning tools
- Soaps and paper products for restroom facilities
- Trash can liners
- Parking permit

The Contractor will provide the following items for contractor use:

- Personal Protective Equipment
- Cleaning tools and equipment
- Employee uniforms
- Transportation to and from all facilities

4. ADDITIONAL REQUIREMENTS FOR REQUESTED SERVICES

- 4.1. Schedule of Services: Submit to Parks Division for approval the "Schedule of Services" for cleaning, custodial services and refuse removal indicating as a minimum frequencies, days of the week, and time of the day, prior to commencing work and prior to changing the schedule.
- 4.2. Meet with Parks Division leadership to discuss seasonal changes every March and September.
- 4.3. A daily log must be kept and submitted weekly to Parks Division
- 4.4. All maintenance issues (broken fixtures, leaks, etc.) must be reported to Parks Division immediately. Contact: General Supervisor Call: 423-643-6120 Text:423-400-4292, or Email: ammccormick@chattanooga.gov
- 4.5. All cleaning services must be approved by the Parks Division. If the service is not approved, corrections must be made and completed to meet specifications and approval within forty-eight (48) hours. If approval is not granted within forty-eight (48) hours there will be a \$50.00 per day penalty until satisfactorily completed
- 4.6. A representative of the contractor must be immediately available to handle any complaint. All complaints must be corrected immediately.
- 4.7. Contractor shall be responsible for replacing any and all restroom fixtures, including faucets, lavatories, commodes, urinals, soap holders, etc. resulting from carelessness or harsh cleaning agents which causes permanent staining, corrosion, discoloration, tarnishing, or malfunction of fixture(s). Contractor shall be responsible for repairing/replacing tile grout, tile or other flooring, furniture, permanent or temporary fixtures of any kind should contractor cause permanent damage or bad appearance to any of the above whether or not it was done purposely or accidentally. Should the above occur the repairs/replacements shall be to the satisfaction of Parks Division.
- 4.8. All written complaints relating to the janitorial company shall receive written response from the janitorial company owner/manager within ten (10) days of the dated complain specifying what action will be taken to prevent further complains
- 4.9. Any keys that are lost or door locks that are damaged must be replaced at janitorial company's expense. The work shall be performed by the company designated by Parks Division and the type or brand of lock/key will be specified by the Parks Division. In the event of an emergency situation and a locksmith has to be called the authorized locksmith is Ace Lock & Key (423-605-9222).
- 4.10. All employees of the contractor performing services under this contract shall be uniformed with matching logoed shirts, long pants and closed-toe shoes.
- 4.11. All Personal Protective Equipment (PPE: gloves, glasses, masks, etc) necessary to safely perform the requirements of this contract shall be furnished by the contractor and used at all necessary times.

5. QUALIFICATIONS FOR PROSPECTIVE BIDDERS

5.1. Minimum Qualifications

- 5.1.1. The following requirements shall be considered the minimum for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.
- A period of three (3) years experience in the performance of professional custodial/janitorial service as specified.
 - Current operation of a field office and/or warehouse within fifty (50) miles of the site to be serviced under this contract.
 - Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.
- 5.1.2. The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and all work shall be performed with a knowledgeable, English-speaking supervisor, and with experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards
- 5.1.3. Services provided shall be performed by qualified and trained service personnel who are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.
- 5.1.4. Before any work is initiated under this bid, the Contractor shall be fully licensed to provide maintenance business in the State of Tennessee. Proof of such licensing may be required by the City before a contract award is made.
- 5.1.5. Maintenance services are performed in public areas. Personnel shall not have any restrictions limiting proximity to children or specific locations like schools, churches, playgrounds, etc.

5.2. Required Documentation for Bid Submittals

- 5.2.1. Each Bidder shall submit with its bid, two (2) current references of commercial clients within 25 miles of Chattanooga that the bidder currently services.
- 5.2.2. Each Bidder shall submit with its bid, the qualifications and experience of the planned account manager for this contract.
- 5.2.3. The proposed schedule of services as outlined above.
- 5.2.4. The standard work log completed by the contractor and submitted to the city

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
Riverparks**

WORK TASKS	FREQUENCY OF SERVICE					
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	Annual
Restrooms (May 1 - Sept 30: 10-12, 3-5, 9-11)						
Empty trash receptacles and replace liners	3					
Clean trash receptacles using germicidal disinfectant		3				
Empty feminine waste receptacles and replace liners	3					
Clean and sanitize sinks, urinals, commodes, showers, and fixtures	3					
Polish bright work and sink, urinal, commode, and shower fixtures	3					
Clean mirrors	3					
Spot clean partitions	3					
Clean partitions using germicidal disinfectant		3				
Dust air vents and returns and sink light fixtures			1			
Clean air vents and returns and sink light fixtures				1		
Dust window sills, openings, and ledges		3				
Clean window sills, openings, and ledges			1			
Sweep floors	3					
Damp mop floors using germicidal disinfectant	3					
Spray and buff vinyl tile floors			2			
Strip and wax vinyl tile floors						1
Spray and buff concrete floors			2			
Strip and wax concrete floors						1
Machine scrub restroom floors				1		
Spot clean walls	3					
Clean walls		3				
Spot clean doors, kick plates, glass, hardware, and light switches	3					
Clean doors, kick plates, glass, and hardware		3				
Fill dispensers with paper products and hand soap	3					
Clean and sanitize all drinking fountains	3					
Remove all insects, nests, and webs from interior and exterior of facility	3					
WORK TASKS						
FREQUENCY OF SERVICE						
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	Annual
Restrooms (Oct 1 - April 30: 10-12, 5-7)						
Empty trash receptacles and replace liners	2					
Clean trash receptacles using germicidal disinfectant		2				

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
Riverparks**

WORK TASKS	FREQUENCY OF SERVICE					Annual
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	
Empty feminine waste receptacles and replace liners	2					
Clean and sanitize sinks, urinals, commodes, showers, and fixtures	2					
Polish bright work and sink, urinal, commode, and shower fixtures	2					
Clean mirrors	2					
Spot clean partitions	2					
Clean partitions using germicidal disinfectant		2				
Dust air vents and returns and sink light fixtures			1			
Clean air vents and returns and sink light fixtures				1		
Dust window sills, openings, and ledges		2				
Clean window sills, openings, and ledges			1			
Sweep floors	2					
Damp mop floors using germicidal disinfectant	2					
Spray and buff vinyl tile floors			2			
Strip and wax vinyl tile floors						1
Spray and buff concrete floors			2			
Strip and wax concrete floors						1
Machine scrub restroom floors				1		
Spot clean walls	2					
Clean walls		2				
Spot clean doors, kick plates, glass, and hardware	2					
Clean doors, kick plates, glass, and hardware		2				
Fill dispensers with paper products and hand soap	2					
Clean and sanitize all drinking fountains	2					
Remove all insects, nests, and webs from interior and exterior of facility	2					
Daily Tasks by Location						
Clean all hard surfaces, interior and exterior glass, kitchen and appliances, sweep and mop floors, clean rental tables			Walker Pavilion			Prior to 8:30 am
Clean party room, including all hard surfaces, rental tables, interior and exterior glass, sweep and mop floors			Carousel Building			Prior to 9:30 am
Clean indoor area around carousel, including interior and exterior glass and painted surfaces within arm's reach, and sweeping floors (mop weekly)			Carousel Building			Prior to 9:30 am
Clean covered outdoor area by removing all dirt, debris, litter from floors and walls and cleaning all tables.			Renaissance Park Pavilion			Vendor discretion
Clean covered outdoor area by removing all dirt, debris, litter from floors and walls and cleaning all glass.			TN Aquarium Plaza Restrooms			Vendor discretion
Clean public space, including all hard surfaces, interior and exterior glass, kitchen and appliances, and tables.			Outdoor Chattanooga Building			Prior to 9:00 am

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
Riverparks**

WORK TASKS	FREQUENCY OF SERVICE					Annual
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	

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)

RD - Jani-King of Chattanooga

(Title and Name of Construction Company)

6-24-19

(Date)

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


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)

(BUSINESS NAME)

(DATE)



Josh Sherwood

Jani-King of Chattanooga

6-24-19

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Josh Sherwood

(Vendor Agent name), states that:

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

Juni-king of Chattanooga

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305555, 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



Printed Name:

Josh Sherwood

Title: RD

Date: 6-24-19

ADDENDUM NO: 1

REQ NO: 185153

FINAL SUBMITTAL: June 26, 2019 at 2:00 PM EST

FINAL QUESTIONS: June 21, 2019 at 2:00 PM EST

Department: Parks Division, Public Works

Changes to Bid# 305555:

Attached is an updated Frequency of Service Work Tasks. This is removing the Concrete Floors

Req No: 185153 Custodial Services for Tennessee Riverparks Facilities

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

Name:



Company:

Jani-King of Chattanooga

7610 Hamilton Park Dr; Suites 314, Chatt. TN 37421

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

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
Riverparks**

WORK TASKS	FREQUENCY OF SERVICE					
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	Annual
Restrooms (May 1 - Sept 30: 10-12, 3-5, 9-11)						
Empty trash receptacles and replace liners	3					
Clean trash receptacles using germicidal disinfectant		3				
Empty feminine waste receptacles and replace liners	3					
Clean and sanitize sinks, urinals, commodes, showers, and fixtures	3					
Polish bright work and sink, urinal, commode, and shower fixtures	3					
Clean mirrors	3					
Spot clean partitions	3					
Clean partitions using germicidal disinfectant		3				
Dust air vents and returns and sink light fixtures			1			
Clean air vents and returns and sink light fixtures				1		
Dust window sills, openings, and ledges		3				
Clean window sills, openings, and ledges			1			
Sweep floors	3					
Damp mop floors using germicidal disinfectant	3					
Spray and buff vinyl tile floors			2			
Strip and wax vinyl tile floors						1
Machine scrub restroom floors				1		
Spot clean walls	3					
Clean walls		3				
Spot clean doors, kick plates, glass, hardware, and light switches	3					
Clean doors, kick plates, glass, and hardware		3				
Fill dispensers with paper products and hand soap	3					
Clean and sanitize all drinking fountains	3					
Remove all insects, nests, and webs from interior and exterior of facility	3					

**APPENDIX B
CUSTODIAL SERVICES
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Riverparks**

WORK TASKS	FREQUENCY OF SERVICE					
	DAY	WEEK	MONTH	3-MONTH	6-MONTH	Annual
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Polish bright work and sink, urinal, commode, and shower fixtures	2					
Clean mirrors	2					
Spot clean partitions	2					
Clean partitions using germicidal disinfectant		2				
Dust air vents and returns and sink light fixtures			1			
Clean air vents and returns and sink light fixtures				1		
Dust window sills, openings, and ledges		2				
Clean window sills, openings, and ledges			1			
Sweep floors	2					
Damp mop floors using germicidal disinfectant	2					
Spray and buff vinyl tile floors			2			
Strip and wax vinyl tile floors						1
Machine scrub restroom floors				1		
Spot clean walls	2					
Clean walls		2				
Spot clean doors, kick plates, glass, and hardware	2					
Clean doors, kick plates, glass, and hardware		2				
Fill dispensers with paper products and hand soap	2					
Clean and sanitize all drinking fountains	2					
Remove all insects, nests, and webs from interior and exterior of facility	2					

Daily Tasks by Location

Clean all hard surfaces, interior and exterior glass, kitchen and appliances, sweep and mop floors, clean rental tables	Walker Pavilion	Prior to 8:30 am
Clean party room, including all hard surfaces, rental tables, interior and exterior glass, sweep and mop floors	Carousel Building	Prior to 9:30 am
Clean indoor area around carousel, including interior and exterior glass and painted surfaces within arm's reach, and sweeping floors (mop weekly)	Carousel Building	Prior to 9:30 am
Clean covered outdoor area by removing all dirt, debris, litter from floors and walls and cleaning all tables.	Renaissance Park Pavilion	Vendor discretion
Clean covered outdoor area by removing all dirt, debris, litter from floors and walls and cleaning all glass.	TN Aquarium Plaza Restrooms	Vendor discretion
Clean public space, including all hard surfaces, interior and exterior glass, kitchen and appliances, and tables.	Outdoor Chattanooga Building	Prior to 9:00 am

APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
Riverparks

WORK TASKS	FREQUENCY OF SERVICE				
	DAY	WEEK	MONTH	3-MONTH	6-MONTH



Jani-King of Chattanooga
7610 Hamilton Park Dr.
Suites 3 & 4
Chattanooga, TN 37421
(423) 648-3101
Fax: (423) 648-3113

JUNE 24, 2019

United States

Albuquerque • Alexandria
Atlanta • Augusta
Austin • Baltimore
Baton Rouge • Birmingham
Boston • Buffalo
Charleston • Charlotte
Chattanooga • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Myers
Fort Worth • Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jacksonville
Kansas City • Knoxville
Lafayette/Lake Charles
Las Vegas • Lexington
Little Rock • Los Angeles
Louisville • Madison
Macon/Memphis • Miami
Milwaukee • Minneapolis
Mississippi Coast • Mobile
Montgomery • Monroe
Myrtle Beach • Nashville New
Jersey • New Orleans
New York • Oakland
Oklahoma City • Omaha
Orlando • Pensacola
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Reno • Rhode Island
Richmond Roanoke/Lynchburg
Sacramento • Salt Lake City
San Antonio • San Diego
San Francisco • Savannah
Seattle • SE Mississippi
Shreveport Springfield
St. Louis • Tri-Cities
Tampa Bay • Tucson • Tulsa
Washington, D.C. • Wichita

International

Australia

Bahrain

Belgium

Brazil

Canada

France

Great Britain

Greece

Hong Kong

Mexico

New Zealand

Portugal

South Africa

Spain

Taiwan

Toronto/Windsor

Mark McKeel
TENNESSEE RIVERPARK FACILITIES
101 E. 11th Street; Suite G13
Chattanooga, TN 37402

RE: MAINTENANCE PROPOSAL

Dear Mark McKeel:

Thank you for the time and interest you have given me concerning the subject of housekeeping for your facility. **JANI-KING OF CHATTANOOGA** appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each **JANI-KING** representative is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (423) 648-3101 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Josh Sherwood
Regional Director
JANI-KING OF CHATTANOOGA

THE JANI-KING FRANCHISING CONCEPT

JANI-KING is a commercial cleaning service, in the business since 1969 that has dramatically changed the commercial cleaning and maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication and little concern about a job well done. At JANI-KING, we realize that quality work is directly related to the individual workers' training, motivation and supervision. Locating quality individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

At JANI-KING, we looked for an individual who will care as much about your building as you do. Because we cannot provide individuals with ownership in your company or your building, acts which would surely promote the quality and concern that we look for; we offer individuals ownership in a business - a JANI-KING franchise.

The JANI-KING FRANCHISING CONCEPT has enabled us to provide clients throughout the world, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.

Each JANI-KING AUTHORIZED FRANCHISEE has successfully completed an extensive training program and, as a member of our team, have the procedures, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern - the dedication to your building - cannot be equaled.

It is a pleasure to share the JANI-KING program with you, a program that has been the answer to cleaning problems encountered by building managers throughout the world.

Please do not hesitate to call us for any additional information you might need.

General Procedures

I. Supervision

- JANI-KING will stay in close contact with the management concerning all work performed.
- All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- All personnel will be checked regularly as to performances and ability to maintain JANI-KING standards.

II. Wage Scale

- All personnel will be paid no less than the minimum wage required by Federal Law.
- Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. Security Procedures and Insurance

- JANI-KING representatives will work closely with management in regard to the use of acceptable personnel.
- Before leaving the building, JANI-KING personnel will check to ensure that the building is properly secured.
- JANI-KING will provide all necessary insurance and bonds on all JANI-KING personnel.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Autumn Wind Franchising, Inc. d/b/a Jani-King of Chattanooga ("Jani-King") and TENNESSEE RIVERPARK FACILITIES ("Client").

WHEREAS:

- Jani-King is in the business of providing commercial cleaning and maintenance services; and,
- Client is desirous of the services of Jani-King for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- Jani-King agrees to provide such services to Client.

THEREFORE, in consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, 2019.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

BUILDING NAME: TENNESSEE RIVERPARK FACILITIES
ADDRESS: 101 E. 11th Street; Suite G13
Chattanooga, TN 37402

1.4. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. Jani-King agrees to service Named Areas as scheduled seven (7) times per week.

1.6. Jani-King agrees to furnish all equipment and tools necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. Client warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any and all liability resulting from any Jani-King personnel or authorized franchise owner or its personnel's exposure to such hazardous or harmful materials.

2. PAYMENT OF SERVICES

2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, contained herein, on or before the last day of each month in which services are rendered. Late fees will be assessed if payment is not received by the fifth day of the following month. Fees will equal 3% of the minimum sum stated on Pricing Schedule. Minimum charge of Fifty Dollars will apply. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to the following address:

Jani-King of Chattanooga
609 Reliability Circle
Knoxville, TN 37932

- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- 3.2. Jani-King and any of its personnel are not employees of Client but are independent contractors; and in this regard, such Jani-King authorized franchise owners and their employees will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the effective date of such notice, the terminating party shall provide written notification, as described herein, to the non-terminating party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date the second notice is received. In the event the second notice is not received within the specified time, all deficiencies will be deemed cured.


- 4.3. In the event Client terminates this Agreement for any reason other than non-performance as described above, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement.
- 4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in Section 2.1. Herein for Jani-King or to the address stated on the signature page of this Agreement for Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2019.

<p>Jani-King of Chattanooga 7610 Hamilton Park Dr; Suites 3 & 4 Chattanooga, TN 37421 Phone: 423-648-3101 Fax: 423-648-3113</p> <p> _____ Signature</p> <p>Josh Sherwood _____ Print Name</p> <p>Regional Director _____ Title</p>	<p>TENNESSEE RIVERPARK FACILITIES 101 E. 11th Street; Suite G13 Chattanooga, TN 37402 Phone: 423-643-7236 Fax:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>_____ E-Mail Address</p> <p>_____ Client's Contact Name (If different from signer)</p> <p>_____ Contact's E-Mail Address</p>
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Billing information:

Julie Graci

Account Payable Contact

609 Reliability Circle

Billing Address

Knoxville TN 37932

City, State ZIP

(865) 671-5464

Account Payable Phone Number / Extension

(865) 671-0987

Account Payable FAX Number

jgraci@jkccs.com

Account Payable E-Mail Address

Purchase Order Number (if applicable)

CLEANING SCHEDULE

Named Areas:

A.	Walker Pavilion, Carousel Building, Renaissance Park Pavilion, TN Aquarium Plaza, Outdoor Chattanooga Building
B.	Restrooms
C.	VCT Floor Care Program
D.	Carpet Care Program

*****Please see customer provided cleaning schedule in RFP*****

PRICING SCHEDULE

TENNESSEE RIVERPARK FACILITIES

101 E. 11th Street; Suite G13
Chattanooga, TN 37402

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included)

MAINTENANCE

Ten Thousand Three Hundred Sixty Five and No/100 Dollars

(\$10,365.00)

PER MONTH

Seven (7) Times Weekly

Hourly Cost for Additional Maintenance

Eighteen and No/100 Dollars

(\$18.00)

PER HOUR

ADDITIONAL FACILITIES AND RESTROOMS ADDED

Twenty Five Cents

(\$0.25)

PER SQUARE FOOT

CLIENT INITIAL: _____

REQUESTED ADDITIONAL CLEANS

FLOORS

Upon request, the following services can be performed for an additional fee:

- Carpet Shampoo - minimum charge of \$150.00
- Strip, reseal and refinish tile floors - minimum charge of \$150.00
 - Care will be taken to get into corners, along edges and beneath furniture.
 - Care will be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

Upon request, the following services can be performed for an additional fee:

- Windows can be washed inside and out up to second floor with the use of a step ladder - minimum charge of \$50.00.

Prices are subject to change

CLIENT INITIAL: _____



REFERENCES

JANI-KING OF CHATTANOOGA

Partial Listings

T-MOBILE CALL CENTER

6730 Customer Delight Drive
Chattanooga, TN 37421
(423) 598-4016
Willie Watson

CHATTANOOGA RIVERWALK

1503 Middle Street
Chattanooga, TN 37408
(423) 643-6126
Morgan McCormick

ABRA AUTO BODY & GLASS

6009 International Drive
Chattanooga, TN 37421
(423) 510-0600
Valarie Nash

Additional References Available upon Request



City of Chattanooga

Mayor Andy Berke

July 24, 2019

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

**Subject: Contract Renewal of Blanket PO No. 545678 – Security Guard Services –
City Wide Services – Public Works Department**

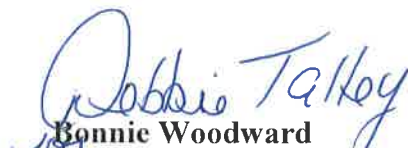
Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 545678 for Security Guard Services, City Wide Services, Public Works Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months, for an estimated annual amount of \$625,000. A copy of the contract is enclosed. This renewal will include a price increase.

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

I recommend renewing Blanket PO No. 545678 for Security Guard Services to SEI, Inc, 9711 Lee Hwy, Suite 108, Chattanooga, TN 37421.

Respectfully yours,


Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

**Security Guard Services;
Req# 153572**

SEI, Inc

LINE	CLASS-ITEM	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2019 UNIT PRICE
2	Security Guard Services; Youth & Family, Weekday Evenings	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
3	Security Guard Services; Library, Weekdays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
4	Security Guard Services; Library, Weekends	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
5	Security Guard Services; Waterfront, Weekdays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
6	Security Guard Services; Waterfront, Weekends	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
8	Security Guard Services; Temp. Relief, Less Than 24 Hours Notice	Hour	\$ 15.00	Hour	\$ 15.00	Hour	\$ 15.45
9	Security Guard Services, City Hall, Weekdays	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
10	Security Guard Services; Development Resource Center (DRC), Weekdays	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
11	Security Guard Services; Moccasin Bend, Weekdays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
12	Security Guard Services; Moccasin Bend, Evenings	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
13	Security Guard Services; Moccasin Bend, Weekends	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
14	Security Guard Services; Moccasin Bend, Holidays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
15	Security Guard Services; Chattanooga Riverparks, Weekdays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
16	Security Guard Services; Chattanooga Riverparks, Evenings	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
17	Security Guard Services; Chattanooga Riverparks, Weekends	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
18	Security Guard Services; Chattanooga Riverparks, Holidays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
19	Security Guard Services; Rivenwalk Extension, Weekdays (Armed)	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
20	Security Guard Services; Rivenwalk Extension, Evenings (Armed)	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21

**Security Guard Services;
Req# 153572**

SEI, Inc

LINE	CLASS-ITEM	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2019 UNIT PRICE
21	Security Guard Services; Riverwalk Extension, Weekends (Armed)	Hour	\$ 13.80	Hour	\$ 14.21
22	Security Guard Services; Riverwalk Extension, Holidays (Armed)	Hour	\$ 13.80	Hour	\$ 14.21
25	Security Guard Services; WellAdvantage Center, Weekdays & Saturday (Armed)	Hour	\$ 13.80	Hour	\$ 14.21

\$ 255.72 \$ 263.33 3.0%

**Security Guard Services;
Req# 153572**

SEI, Inc

LINE	CLASS-ITEM	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2019 UNIT PRICE
2	Security Guard Services; Youth & Family, Weekday Evenings	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
3	Security Guard Services; Library, Weekdays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
4	Security Guard Services; Library, Weekends	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
5	Security Guard Services; Waterfront, Weekdays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
6	Security Guard Services; Waterfront, Weekends	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
8	Security Guard Services; Temp. Relief, Less Than 24 Hours Notice	Hour	\$ 15.00	Hour	\$ 15.00	Hour	\$ 15.45
9	Security Guard Services, City Hall, Weekdays	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
10	Security Guard Services; Development Resource Center (DRC), Weekdays	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
11	Security Guard Services; Moccasin Bend, Weekdays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
12	Security Guard Services; Moccasin Bend, Evenings	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
13	Security Guard Services; Moccasin Bend, Weekends	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
14	Security Guard Services; Moccasin Bend, Holidays	Hour	\$ 11.04	Hour	\$ 11.04	Hour	\$ 11.37
15	Security Guard Services; Chattanooga Riverparks, Weekdays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
16	Security Guard Services; Chattanooga Riverparks, Evenings	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
17	Security Guard Services; Chattanooga Riverparks, Weekends	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
18	Security Guard Services; Chattanooga Riverparks, Holidays	Hour	\$ 11.14	Hour	\$ 11.14	Hour	\$ 11.47
19	Security Guard Services; Riverwalk Extension, Weekdays (Armed)	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21
20	Security Guard Services; Riverwalk Extension, Evenings (Armed)	Hour	\$ 13.80	Hour	\$ 13.80	Hour	\$ 14.21

**Security Guard Services;
Req# 153572**

SEI, Inc

LINE	CLASS-ITEM	UNIT OF MEASURE	2018 UNIT PRICE	UNIT OF MEASURE	2019 UNIT PRICE
21	Security Guard Services; Riverwalk Extension, Weekends (Armed)	Hour	\$ 13.80	Hour	\$ 14.21
22	Security Guard Services; Riverwalk Extension, Holidays (Armed)	Hour	\$ 13.80	Hour	\$ 14.21
25	Security Guard Services; WellAdvantage Center, Weekdays & Saturday (Armed)	Hour	\$ 13.80	Hour	\$ 14.21

\$ 255.72 \$ 263.33 3.0%

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113 SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421
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PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 545678 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 153572 Ordering Dept: Public Works Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Security Guard Services This Shall Be A Twelve (12) Month Blanket Contract To Supply Security Guard Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: David Debuty (423) 490-0022 (423) 490-0019 (fax) dtdebuty@securityengineersinc.com Contract Term: October 1, 2017 thru October 1, 2018 Approved By City Council On September 19, 2017 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: _____					

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113
	SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421

PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
--

Purchase Order Number 545678
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

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

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #1					
Change Order Issued Increasing Contract Limit From \$100,000.00 to \$330,000.00					
Approved By City City Council On November 14, 2017					

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113
	SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421

PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
--

Purchase Order Number 545678
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

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

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #2					

Change Order Issued Increasing Contract Limit From \$430,000.00 to \$530,000.00					
Approved By City City Council On July 24, 2018					

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113 SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421
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PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 545678 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #3					
Contract has been extended an additional twelve (12) months. The new contract performance date is September 30, 2019.					
City Council approved on September 18, 2018					
1st Renewal					

***** 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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113 SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421
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PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 545678 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Security Guard Services, City Landfill, Weekends	0.00	Hour	\$ 11.0400	\$ 0.00
2	Security Guard Services, Youth & Family, Weekday Evenings	0.00	Hour	\$ 11.0400	\$ 0.00
3	Security Guard Services, Library, Weekdays	0.00	Hour	\$ 11.0400	\$ 0.00
4	Security Guard Services, Library, Weekends	0.00	Hour	\$ 11.0400	\$ 0.00
5	Security Guard Services, Waterfront, Weekdays	0.00	Hour	\$ 11.1400	\$ 0.00
6	Security Guard Services, Waterfront, Weekends	0.00	Hour	\$ 11.1400	\$ 0.00
7	Security Guard Services, Temp. Relief of City Workers, 24 Hrs Notice	0.00	Hour	\$ 11.0400	\$ 0.00
8	Security Guard Services, Temp. Relief, Less Than 24 Hrs Notice	0.00	Hour	\$ 15.0000	\$ 0.00
9	Security Guard Services, City Hall, Weekdays	0.00	Hour	\$ 13.8000	\$ 0.00
10	Security Guard Services, Development Resources Center (DRC), Weekdays	0.00	Hour	\$ 13.8000	\$ 0.00

***** NOTICE *****

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113
	SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421

PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 545678 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Security Guard Services, Moccasin Bend, Weekdays	0.00	Hour	\$ 11.0400	\$ 0.00
12	Security Guard Services, Moccasin Bend, Evenings	0.00	Hour	\$ 11.0400	\$ 0.00
13	Security Guard Services, Moccasin Bend, Weekends	0.00	Hour	\$ 11.0400	\$ 0.00
14	Security Guard Services, Moccasin Bend, Holidays	0.00	Hour	\$ 11.0400	\$ 0.00
15	Security Guard Services, Chattanooga Riverparks, Weekdays	0.00	Hour	\$ 11.1400	\$ 0.00
16	Security Guard Services, Chattanooga Riverparks, Evenings	0.00	Hour	\$ 11.1400	\$ 0.00
17	Security Guard Services, Chattanooga Riverparks, Weekends	0.00	Hour	\$ 11.1400	\$ 0.00
18	Security Guard Services, Chattanooga Riverparks, Holidays	0.00	Hour	\$ 11.1400	\$ 0.00
19	Security Guard Services, Riverwalk Extension, Weekdays (Armed)	0.00	Hour	\$ 13.8000	\$ 0.00
20	Security Guard Services Riverwalk Extension, Evenings, (Armed)	0.00	Hour	\$ 13.8000	\$ 0.00

***** NOTICE *****

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

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

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 545113 SEI Inc 6400 Lee Hwy Ste 108 Chattanooga, TN 37421
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PO Date: 22-SEP-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 545678 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Security Guard Services, Riverwalk Extension, Weekends (Armed)	0.00	Hour	\$ 13.8000	\$ 0.00
22	Security Guard Services, Riverwalk Extension, Holidays (Armed)	0.00	Hour	\$ 13.8000	\$ 0.00
23	Use of Utility Vehicle, Riverwalk Extension	0.00	Month	\$ 104.0000	\$ 0.00
24	Miscellaneous Services & Charges	0.00	Each	\$ 1.0000	\$ 0.00
25	Security Guard Services, WellAdvantage Center, Weekdays & Saturday (Armed)	0.00	Hour	\$ 13.8000	\$ 0.00

TOTAL: \$.00

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