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TUESDAY, FEBRUARY 4, 2020
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order by Chairman Oglesby.
- II. Pledge of Allegiance/Invocation (Councilwoman Berz).
- III. Special Presentation.

Order of Business for City Council

- IV. Minute Approval.
- V. **Ordinances – Final Reading:**

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Article XIV, Sections 24-501 and 24-502, relating to speed on through streets. \(District 7\)](#)
- b. [An ordinance amending Chattanooga City Code, Part II, Chapter 24, Article XV, Section 24-511, to extend a moratorium relating to the operation of dockless electric scooters and bicycles. \(Sponsored by Councilman Smith and Councilman Ledford\)](#)

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

- VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Mayor to enter into a Fourth Agreement to Exercise Option to Renew, for an additional term of one \(1\) year, with North Chickamauga Creek Conservancy, in substantially the form attached, for the lease and management of a community garden at Greenway Farms Park, with an address of 5051 Gann Store Road. \(District 3\)](#)

- b. [A resolution declaring surplus of property located at 5910 Lee Highway, identified as Tax Map No. 158A-E-007, and entering into a donation agreement with the Chattanooga-Hamilton County Rescue Squad, a registered non-profit, in substantially the form attached, and to execute any related documents for the conveyance of property, with the property to be utilized to aid in providing mutual aid rescue services to emergency agencies in the Greater Chattanooga and Tri-State Areas. \(District 6\)](#)

HUMAN RESOURCES

- c. [A resolution authorizing the Chief Human Resources Officer to renew the contract with Collins and Company, Inc. for the provision of third party administrative services for the City's job injury program, for a one \(1\) year term, with one \(1\) remaining one \(1\) year renewal option, at the rate of \\$6,800.00 per month, including payment of the City's job injury claims, for an annual total amount not to exceed \\$3 million. \(Deferred from 1/7/2020\)](#)
- d. [A resolution authorizing the appointment of Carrie M. Morgan, as special police officer \(unarmed\) for the McKamey Animal Center, to do special duty as prescribed herein, subject to certain conditions.](#)
- e. [A resolution authorizing the appointment of Isabel Kirby, as a special police officer \(unarmed\) for the Department of Public Works, to do special duty as prescribed herein, subject to certain conditions.](#)

INFORMATION TECHNOLOGY

- f. [A resolution authorizing the Chief Information Officer to execute a one-time purchase with Forensic Logic, LLC security professional services for migration of COPLINK to the cloud, as well as annual subscription and maintenance fees, for a total project cost of \\$46,030.00.](#)

MAYOR'S OFFICE

- g. [A resolution to confirm the Mayor's re-appointment of Donna Roddy to the Metropolitan Airport Authority Board.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- h. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. R-14-012-203 to Nabco Electric Company, Inc. of Chattanooga, TN, Lighted Guardrails for the Holmberg Bridge, in the amount of \\$147,288.00, plus a contingency amount of \\$15,000.00, for a total project cost of \\$162,288.00. \(District 7\)](#)
- i. [A resolution authorizing the Administrator for the Department of Public Works to execute an agreement with Hamilton County for the 2020 Bi-Annual GIS Imagery \(Ortho Photography\) update, for an amount not to exceed \\$62,000.00.](#)

Revised Agenda for Tuesday, February 4, 2020

Page 3

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council.

XII. Adjournment.

TUESDAY, FEBRUARY 11, 2020
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order by Chairman Oglesby.
2. Pledge of Allegiance/Invocation (Chairman Oglesby).
3. Special Presentation.

Order of Business for City Council

4. Minute Approval.
5. **Ordinances - Final Reading: (None)**
6. **Ordinances - First Reading:**

PLANNING

- a. 2020-0006 Nathaniel S. Goggans (R-1 Residential Zone to A-1 Urban Agricultural Zone with Special Permit). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 1331 Burgess Road, from R-1 Residential Zone to A-1 Urban Agricultural Zone with Special Permit. (District 1) (Recommended for approval by Planning and Staff)
- b. 2019-0177 Mitch Holland (R-1 Residential Zone to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 518 Hamilton Avenue, from R-1 Residential Zone to E-RA-2 Urban Edge Residential Attached 2 Stories Maximum Height Zone. (District 2) (Recommended for denial by Planning and Staff) (Applicant Version)
- c. 2020-0012 CMT Investments, LLC % Matthew Mucciolo (R-1 Residential Zone and R-4 Special Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 3820, 3834, and 3836 Hixson Pike, from R-1 Residential Zone and R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 2) (Recommended for approval by Planning and Staff)

2020-0012 CMT Investments, LLC % Matthew Mucciolo (R-1 Residential Zone and R-4 Special Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 3820, 3834, and 3836 Hixson Pike, from R-1 Residential Zone and R-4 Special Zone to C-2 Convenience Commercial Zone. (Applicant Version)

- d. 2019-0011 Joseph Ingram (Lift Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to lift conditions from Ordinance No. 12019 of previous Case No. 2007-0143 from property located at 2817 Northpoint Boulevard, more particularly described herein. (District 3) (Recommended for approval by Planning and Staff)
- e. 2020-0005 W. Rondon Construction (R-T/Z Residential Townhouse/Zero Lot Line Zone with conditions to RT-1 Residential Townhouse Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone properties located in the 2400 block of Gunbarrel Road and 7400 block of Min Tom Road, from R-T/Z Residential Townhouse/Zero Lot Line Zone with conditions to RT-1 Residential Townhouse Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning and Staff)

2020-0005 W. Rondon Construction (R-T/Z Residential Townhouse/Zero Lot Line Zone with conditions to RT-1 Residential Townhouse Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone properties located in the 2400 block of Gunbarrel Road and 7400 block of Min Tom Road, from R-T/Z Residential Townhouse/Zero Lot Line Zone with conditions to RT-1 Residential Townhouse Zone. (Applicant Version)

- f. 2020-0003 Byrd's Automotive (R-4 Special Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone part of property located at 4431 Bonny Oaks Drive, from R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 5) (Recommended for approval by Planning and denial by Staff)

2020-0003 Byrd's Automotive (R-4 Special Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone part of property located at 4431 Bonny Oaks Drive, from R-4 Special Zone to C-2 Convenience Commercial Zone. (Applicant Version)

- g. 2020-0010 Joseph Ingram (R-3MD Moderate Density Zone with condition to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 6811 McCutcheon Road, from R-3MD Moderate Density Zone with condition to R-3 Residential Zone. (District 6) (Recommended for approval by Planning and Staff)
- h. 2020-0001 Jason Scott (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 5291 Usher Drive from R-1 Residential Zone to R-2 Residential Zone. (District 7) (Recommended for approval by Planning and denial by Staff)

- i. [2020-0004 Good Guys Relocation \(R-1 Residential Zone to M-3 Warehouse and Wholesale Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone part of property located at 2000 Stuart Street, from R-1 Residential Zone to M-3 Warehouse and Wholesale Zone, subject to certain conditions. \(District 8\) \(Recommended for approval by Planning and denial by Staff\)](#)

[2020-0004 Good Guys Relocation \(R-1 Residential Zone to M-3 Warehouse and Wholesale Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone part of property located at 2000 Stuart Street, from R-1 Residential Zone to M-3 Warehouse and Wholesale Zone. \(Applicant Version\)](#)

- j. [2020-0014 Leyui Lopez Perez \(M-1 Manufacturing Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 1915 South Greenwood Avenue, from M-1 Manufacturing Zone to O-1 Office Zone. \(District 8\) \(Staff Version\)](#)

[2020-0014 Leyui Lopez Perez \(M-1 Manufacturing Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 28, Zoning Ordinance, so as to rezone property located at 1915 South Greenwood Avenue, from M-1 Manufacturing Zone to R-1 Residential Zone. \(Applicant Version\) \(Recommended for denial by Planning and Staff\)](#)

7. **Resolutions:**

COUNCIL OFFICE

- a. [A resolution waiving the fee for use of the Blue Goose Hollow on Saturday, May 23, 2020, for the Lapse for Lupus Walk Event sponsored by the Zia Chapter #1081. \(Sponsored by Chairman Oglesby and Councilwoman Coonrod\) \(District 7\)](#)

ECONOMIC AND COMMUNITY DEVELOPMENT

- b. [A resolution authorizing the City of Chattanooga to serve as a government sponsor and pass-through entity for a grant from the American Battlefield Program, a part of the National Park Service, and in which grant shall be passed through to the American Battlefield Trust for which it will purchase a 9.09 acre parcel known as the Brown's Ferry Tavern Tract \(also known as the Chapin Tract\) located in the core area of the Wauhatchie Battlefield in Hamilton County, for a grant amount not to exceed \\$259,446.00.](#)
- c. [A resolution authorizing the Administrator for the Department of Economic and Community Development to award HOME Program funds for the purpose of creating affordable housing to Habitat for Humanity of Greater Chattanooga, for an amount not to exceed \\$40,000.00. \(Added with permission of Chairman Oglesby\)](#)

INFORMATION TECHNOLOGY

- d. A resolution authorizing the Chief Information Officer (CIO) to renew the City's existing contract with Central Square d/b/a TriTech Software Systems providing software interface technologies, professional services for Citywide software integration, and other technical services for the City beginning June 1, 2019 through May 31, 2020, with an annual spend limit not to exceed \$500,000.00.
- e. A resolution authorizing the Chief Information Officer (CIO) to enter into a one-time purchase agreement with DLT Solutions, Inc. for the purchase of Autodesk software licenses and support products effective January 18, 2020 through January 17, 2021, servicing the Department of Public Works, the Department of Transportation, and the Regional Planning Agency, for an amount not to exceed \$27,405.70.

PLANNING

- f. 2020-0007 Nathaniel S. Goggans (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an A-1 Urban Agricultural Zone for lots less than five (5) acres for property located at 1331 Burgess Road. (District 1) (Recommended for approval by Planning and Staff)
- g. A resolution to adopt the Airport District Master Plan Study.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- h. A resolution authorizing the approval of Change Order No. 1 for J. Cumby Construction, Inc. of Cookeville, TN, relative to Contract No. W-16-017-201, MBWWTP Solids Process Optimization Implementation – Phase 2 Thickener Upgrades, a Consent Decree Project, for the increased amount of \$1,237,848.00, which includes a contingency amount of \$112,500.00, for a revised contract amount of \$5,564,748.00. (District 1)
- i. A resolution authorizing the approval of Change Order No. 1 for JDH Company, Inc. of Chattanooga, TN, relative to Contract No. Y-19-014-201, Replacement Roofing System for Warner Park/UTC Softball Field House, for an increased amount of \$46,605.00, plus a contingency amount of \$5,000.00, for a revised contract amount of \$93,210.00. (District 8)
- j. A resolution authorizing the Administrator for the Department of Public Works to renew blanket Purchase Order No. 553122 with ENCO Utility Services for a one (1) year renewal period, with one (1) optional one (1) year renewal period remaining for sewer billing services, for an amount not to exceed \$1.5 million.
- k. A resolution authorizing payment to Tennessee One-Call System for 2020 utilizing the system for annual billing, in the amount of \$36,334.15.

Revised Agenda for Tuesday, February 4, 2020

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8. Purchases.

9. Other Business.

4 Friends, LLC d/b/a Jax Liquor Store - Certificate of Compliance.

10. Committee Reports.

11. Recognition of Persons Wishing to Address the Council.

12. Adjournment.

Proposed City Council Purchases 02-04-2020

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	SUMMARY Additional Supplemntation Requested Collected Prior to Council Session
PO545069 Information Technology Department	Blanket Contract Renewal - Tyler Technologies - Technology, Security, & Communication Solutions - Information Technology Department	-	-	Tyler Technologies, Inc, Incode Division 5519 53rd Street, Suite 200 Lubbock, TX 79414	Total Estimate \$550,000.00 Annually	General Fund	Blanket Contract Renewal - Tyler Technologies - Technology, Security, & Communication Solutions - Information Technology Department. This will be the final renewal, coinciding with Sourcewell Contract #110515-TTI, end date expiration December 15, 2020.
R193792 Air Pollution Control Bureau	Purchase - Air Monitoring Shelter - Air Pollution Control Bureau	4	3	Shelter One, Inc. 5887 Monument Dr. Grants Pass, OR 97526	Total Estimated Cost \$39,923.75	General Fund	Purchase - Air Monitoring Shelter - Air Pollution Control Bureau. This shelter purchase will include additional options outlined in the specifications and freight. There were four (4) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings. Including the requested increase this was still the lowest of the nine bids.
R191987 Department of Youth & Family Development	New Blanket Contract - Fresh Produce - Department of Youth & Family Development	7	1	T & T Produce 124 Park Industrial Blvd. Ringgold, GA 30736	Total Estimate \$45,000.00 Annually	General Fund	New Blanket Contract - Fresh Produce - Department of Youth & Family Development. The City of Chattanooga will issue a new blanket 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 one (1) responses in the publicly advertised bid proceedings.
R194751 Public Works Department	Purchase - Steril-Koni St-1064 Model 4 Wireless Mobile Lift - Fleet Management Division - Public Works Department	-	-	Heavy Duty Lift & Equipment, Inc. 6559 Bermuda Lane Flowery Branch, GA 30542	Total Cost \$40,707.62	General Fund	Purchase - Steril-Koni St-1064 Model 4 Wireless Mobile Lift - Fleet Management Division - Public Works Department. This item will be for use in the Ambulance Bays as needed by Fleet Management Division.

R193438 Department of Transportation	New Blanket Contract - Guardrail Installation, Repair or Replacement - Chattanooga Department of Transportation	5	4	Tennessee Guardrail, Inc. 2620 Pickel Lane Knoxville, TN 37914	Total Estimate \$82,000.00 Annually	General Fund	New Blanket Contract - Guardrail Installation, Repair or Replacement - Chattanooga Department of Transportation. The City of Chattanooga will issue a new blanket contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were five (5) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.
R192085 Public Works Department	New Blanket Contract - Air Filters - Facilities Management Division - Public Works Department	14	3	Air Filtration Service, Inc. 2811 Dodson Avenue Chattanooga, TN 37406	Total Estimate \$70,000.00 Annually	General Fund	New Blanket Contract - Air Filters - Facilities Management Division - Public Works Department. The City of Chattanooga will issue a new blanket contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were fourteen (14) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.
R193862 Public Works Department	New Blanket Contract - Bulk Quicklime - Waste Resource Division - Public Works Department	7	2	Mississippi Lime Co. 3870 S. Lindbergh Blvd. Suite 200 St. Louis, MO 63127	Total Estimate \$500,000.00 Annually	Waste Resource Division	New Blanket Contract - Bulk Quicklime - Waste Resource Division - Public Works Department. The City of Chattanooga will issue a new blanket 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 two (2) responses in the publicly advertised bid proceedings.
PO552808 Public Works Department	Blanket Contract Renewal - Grounds Maintenance - Waste Resource Division - Public Works Department	29	6	Precision Property Maintenance 225 Brady Miller Lane Dayton, TN 37321	Total Estimate \$45,000.00 Annually	Waste Resource Division	Blanket Contract Renewal - Grounds Maintenance - Waste Resource Division - Public Works Department. The City of Chattanooga will issue the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month term. There were twenty-nine (29) direct bid solicitations and we received six (6) responses in the publicly advertised bid proceedings.
PO548389 Public Works Department	Blanket Contract Renewal - Window Replacement & Tinting Services - Waste Resource Division - Public Works Department	9	1	Ross GLass & Aluminum, LLC 2420 Broad Street Chattanooga, TN 37408	Total Estimate \$200,000.00 Annually	Waste Resource Division	Blanket Contract Renewal - Window Replacement & Tinting Services - Waste Resource Division - Public Works Department. The City of Chattanooga will issue the second (2nd) and final contract renewal for twelve (12) months. There was nine (9) direct bid solicitation and we received two (2) responses in the publicly advertised bid proceedings.



City of Chattanooga

Mayor Andy Berke

January 29, 2020

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

Subject: PO545069 – Blanket Contract Renewal – Tyler Technologies – Technology, Security, & Communication Solutions – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew the blanket contract with Tyler Technologies, using Sourcewell (NJPA) Contract # 110515-TTI, for Technology, Security, & Communications Solutions, for an amount not to exceed \$550,000 per year. This will be the final renewal coinciding with the Sourcewell Contract end date having an expiration date of December 15, 2020.

I recommend renewing this contract with Tyler Technologies for Technology, Security, & Communication Solutions.

These software products were competitively bid and awarded through Sourcewell Contract #110515-YYI. A copy of the Sourcewell Contract # 110515-TTI is enclosed.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

vh/mh
Attachments

Tyler Technologies, Inc. Incode Division 5519 53rd Street Ste 200, Lubbock TX 79414



City of Chattanooga

Mayor Andy Berke

January 29, 2020

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

Subject: PO545069 – Blanket Contract Renewal – Tyler Technologies – Technology, Security, & Communication Solutions – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew the blanket contract with Tyler Technologies, using Sourcewell (NJPA) Contract # 110515-TTI, for Technology, Security, & Communications Solutions, for an amount not to exceed \$550,000 per year. This will be the final renewal coinciding with the Sourcewell Contract end date having an expiration date of December 15, 2020.

A copy of the Sourcewell Contract # 110515-TTI is enclosed.

I recommend renewing this contract with Tyler Technologies for Technology, Security, & Communication Solutions.

TEA *302*
~~TCA 6-56-304.2~~ allows for this single source purchase *purchase from a cooperative agreement* exempted from the usual advertising and bidding requirements.

This purchase was bid through Sourcewell.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

vh/mh
Attachments

Tyler Technologies, Inc. Incode Division 5519 53rd Street Ste 200, Lubbock TX 79414

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: 10833 Tyler Technologies Inc Incode Division 5519 53rd Street Ste 200 Lubbock, TX 79414
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PO Date: 09-AUG-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate	Purchase Order Number 545069 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. 157138 Ordering Dept.: Information Technology for Citywide Use Buyer: Sharon M. Lea Email: slea@chattanooga.gov Phone No.: 423-643-7235					
Technology, Security, & Communication Solutions Per NJPA Contract No. 110515-TT1					
This Contract will be From Tyler Technologies, utilizing the National Joint Powers Alliance (NJPA) Contract No. 110515-TT1. This contract is valid thru December 15, 2019, and has one (1) twelve (12) month renewable term thereafter.					
Contract Award In Accordance with: Exceptions to Proposal, Terms, Conditions, and Solutions Request (Form C) Formal Offering of Proposal (Form D) Contract Acceptance and Award (Form E) Proposer Assurance of Compliance (Form F)					
COC Initial Contract Term: 08/1/2017 - 12/15/2018					
Council Letter Approval: August 1, 2017 Not to Exceed: \$500,000 Per Year					
Tyler Technologies One Tyler Drive Yarmouth, ME 04096 Ehren Morse Phone: 800-772-2260 x.4662 Ehren.Morse@tylertech.com www.tylertech.com					

***** 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: 10833 Tyler Technologies Inc Incode Division 5519 53rd Street Ste 200 Lubbock, TX 79414
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PO Date: 09-AUG-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate
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Purchase Order Number 545069 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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	Requestor	Requisition Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit Price
***** THIS IS A REVISION TO A PRIOR ORDER *****			
Change Buyer to Marisol Hernandez.			
Added Funding approved by Council April 30, 2019.			

***** 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: 10833 Tyler Technologies Inc Incode Division 5519 53rd Street Ste 200 Lubbock, TX 79414
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PO Date: 09-AUG-17 Buyer: Marisol Hernandez FOB: DESTINATION Terms: Immediate	Purchase Order Number <h3 style="text-align: center;">545069</h3> INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Technology, Security, & Communication Solutions (Per NJPA Contract 110515-TTI)	0.00	Dollar	\$ 1.0000	\$ 0.00

TOTAL: \$.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.



Tyler Technologies

Software Products for the Public Sector

#110515-TTI

Maturity Date: 12/15/2020

Products & Services 

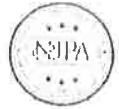
Products & Services

Sourcewell contract 110515-TTI gives access to the following types of goods and services:

- Appraisal and tax software
- Courts and justice software
- ERP and financial software
- Planning, regulatory, and maintenance software
- Public safety software
- Records and documents software
- School software

Additional information can be found on the vendor-provided, nongovernment website at: tylertech.com/resources/resource-downloads/procure-tyler-using-sourcewell-awarded-contract

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Tyler Technologies

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Tyler's contract negotiation philosophy is to balance the rights and responsibilities of both Tyler and the client, taking into account issues of special importance to each party. The following exceptions are based on our standard contract. Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties.

Tyler has previously submitted a successful proposal to the NJPA, and has enjoyed a fruitful relationship with the agency. Tyler expects to reengage on similar terms and conditions as the parties have previously enjoyed, except as modified by the mutual agreement of the parties.

-Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 8(G)	<u>Contract</u> ; Definitions; <u>Entire Agreement</u>	Tyler is willing to incorporate the RFP and Tyler's Proposal into the contract by reference, so long as the order of priority in the event of any conflict is: (1) the Agreement; (2) Tyler's Proposal; and (3) the RFP.	
Section 3.23.2	<u>Use of Subcontractors</u>	In the event Tyler must use a subcontractor on an NJPA contract, Tyler will assume "prime vendor" responsibility relating to the services provided by the subcontractor. In the event software or maintenance is provided by the subcontractor, then Tyler will pass through any warranties it receives from the subcontractor and/or Tyler will include provide the subcontractor's end-user license agreement and maintenance/support agreement with the terms and conditions directly binding the subcontractor to the customer.	NJPA Accepts
Section 3.35	<u>Warranty</u>	The Tyler Software will perform without "Defect," where Defect is understood to be a failure to substantially conform with the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve Defects in accordance with its support call process for so long as a customer has a Maintenance and Support Agreement in effect.	NJPA Accepts
Section 3.36	<u>Additional Warrants</u>	Tyler's software warranty is set forth above. Tyler warrants that its services will be provided in a professional, workmanlike manner, consistent with industry standards. Tyler does not agree to implied warranties,	NJPA Accepts

		including but not limited to the warranties of merchantability or fitness for a particular purpose.	
Section 5	<u>Pricing</u>	<p>Tyler's Proposal contains estimates of the amount of services and associated expenses that may be needed. The actual amount of services and expenses depends on such factors as the client's level of involvement in the project and the speed of knowledge transfer. If required, Tyler will provide a not-to-exceed quote once the scope of services has been finalized. Tyler is willing to hold rates for additional licenses and services for twelve (12) months from the effective date of the contract.</p> <p>Tyler's service fees do not include travel expenses. The client shall be liable for Tyler's actual travel expenses, which Tyler will incur in accordance with its then-current business policy. Tyler's current business travel policy is attached to its contract as an exhibit.</p> <p>The fees quoted by Tyler do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by client to Tyler. In the event client possesses a valid direct-pay permit, client will forward such permit to Tyler on the effective date of the contract. In such event, client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, client shall provide Tyler with the City's tax-exempt certificate.</p> <p>Tyler's license fees are "fixed" at quoted and then-current rates. If hosted, Tyler agrees not to increase SaaS fees during the initially quoted SaaS term. If self-hosted, Tyler agrees not to increase maintenance costs by more than 5%, year-over-year, for the first five years of the contract.</p>	NJPA Accepts in part. See Clarification #1
Section 5	<u>Product and Price Changes</u>	<p>Please see Tyler's statements above regarding rate holds. A customer can increase products and services at any time after contract execution. License quantities may not be reduced post-contract; a customer may decide not to use previously quoted services, in which case those services will not be billed to the customer.</p> <p>Tyler reserves the right to increase its pricing consistent with industry trends, including but not limited to a 5% increase in maintenance and support services (applied year-over-year) for at least five years from</p>	See Clarification #1

		the effective date of the contract.	
Section 6	<u>Insurance</u>	Tyler will provide a certificate of insurance as evidence that it has acquired the required insurance coverage. Tyler's CGL policy does not include contractual liability or XCU coverage. In the event Tyler uses a subcontractor in an NJPA Member contract, Tyler will require that subcontractor to carry insurance that meets at least the minimum levels set forth in the NJPA's RFP.	NJPA Accepts
Section 7.3	<u>Additional Terms and Conditions</u>	Tyler expects to use the standard Tyler contract (encompassing license, services, and maintenance terms, as well as general terms and conditions, for either self-hosted or SaaS) as the basis for beginning good-faith contract negotiations with NJPA Members, as it contains language specific to the software industry, such as license grant and intellectual property infringement. Tyler recognizes that there may be clauses of particular importance to NJPA Members that are not included in the Tyler contract. Tyler is amenable to accommodating those contract requests by incorporating mutually agreed clauses into the contract.	NJPA Accepts
Section 7.5	<u>Performance Bond</u>	A performance bond, if required, will come at an additional cost to the NJPA Member, which cost will be documented in the contract's Investment Summary. The bond will be written on the paper of Tyler's surety agent, and will be valid for 24 months from the effective date of the contract. Any extension of that term will come at an additional cost to the NJPA Member.	NJPA Accepts
Section 7(H)	<u>Termination</u>	Tyler shall have thirty (30) days from NJPA's notice of intent to terminate to cure a material breach or arrive at a mutually agreeable plan to cure.	NJPA Accepts
Section 8(B)	<u>Applicable Law</u>	Tyler reserves the right to negotiate the applicability of the UCC and the FAR laws to the Tyler-NJPA contract. Any Tyler-NJPA Member contract shall be governed by the law of the NJPA Member's state of domicile, and not by the UCC.	NJPA Accepts
Section 8.10	<u>Patent and Copyright Infringement</u>	Tyler shall defend, indemnify and hold harmless the NJPA and/or an NJPA Member from a third-party claim that the Tyler Software infringes that third-party's intellectual property rights according to the process set forth in the Tyler standard contract.	NJPA Accepts

Section 8(C)	<u>Assignment of Contract</u>	Neither party shall assign its rights without the prior consent of the other, except that Tyler may assign its rights without NJPA's prior consent in the event Tyler undergoes a change of control.	NJPA Accepts
Section 8(F)	<u>Data Practices</u>	Tyler shall retain ownership of (i) all Tyler software; and (ii) all proprietary information contained in all other deliverables. Tyler reserves the right to protest the public disclosure of its confidential information and/or trade secrets consistent with applicable law upon notice from NJPA that such information has been requested.	

Proposer's Signature: 
 Abigail Diaz, Associate General Counsel

Date: November 2, 2015

NJPA's clarification on exception/s listed above:

Any proposed exceptions not explicitly accepted by NJPA are hereby rejected and are not made part of the contract.

CLARIFICATIONS:

1. Awarded Vendor will need to follow the procedure set forth for Price and Product changes.



Contract Award
RFP # 110515

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 2, 2015

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

Contact Person: Ehren Morse Title: Sales Operations Manager (800-772-2260 ext. 4662)

Authorized Signature (ink only): *Abigail Diaz* ** Abigail Diaz, Associate General Counsel
** Subject to Tyler's stated exceptions (Name printed or typed)
and Proposal scope.



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Tyler Technologies, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 15, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 15th day of December, 2015 NJPA Contract Number # 110515-TT1

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 15th day of December, 2015 NJPA Contract Number # 110515-TT1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Tyler Technologies, Inc.

Vendor Authorized signature: [Signature] Abby Diaz
(Name printed or typed)

Title: Associate General Counsel

Executed this 21st day of December, 2015 NJPA Contract Number # 110515-TT1

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Tyler Technologies, Inc.

Contact Person for Questions: Ehren Morse

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: One Tyler Drive

City/State/Zip: Yarmouth, ME 04096

Telephone Number: 800-772-2260 ext. 4662 Fax Number: 207-781-4606

E-mail Address: ehren.morse@tylertech.com

Authorized Signature: 

Authorized Name (typed): Abigail Diaz

Title: Associate General Counsel

Date: November 2, 2015

Notarized

Subscribed and sworn to before me this 2nd day of November, 2015

Notary Public in and for the County of Cumberland State of Maine

My commission expires: November 2, 2018

Signature: 

JOEL P. LLOYD
Notary Public, State of Maine
My Commission Expires Nov. 2, 2018



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Tyler Technologies, Inc.,

Questionnaire completed by: Ehren Morse, Sales Operations Manager

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Tyler Response: Tyler's standard payment terms are set forth in its Invoicing and Payment Policy, which is provided as Exhibit B to Tyler's standard contract. As noted therein, payment is due within 45 days of the invoice date.
- 2) Identify any applicable leasing or other financing options as defined herein.
Tyler Response: Tyler has partnered with several leasing and financing companies selected by clients, including Diversified Lenders.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
Tyler Response: Tyler will provide a custom quote for each opportunity based on the price and discounts offered within the response. A signed agreement and purchase order for the software and services will result in product shipped.
- 4) Do you accept the P-card procurement and payment process?
Tyler Response: Tyler does accept P-card payments, but payments are restricted to five thousand dollars or less.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
Tyler Response: Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards.
- 6) Do all warranties cover all products/equipment parts and labor?
Tyler Response: Tyler's software warranty covers all "Tyler Software," which is defined as Tyler's proprietary software (including customizations and integrations) that are within the contract scope. Tyler's services warranty applies to all services, including maintenance and support, provided by Tyler personnel.

7) Do warranties impose usage limit restrictions?

Tyler Response: Please see Tyler's response to #6.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Tyler Response: Tyler intends to perform maintenance and support services remotely. In the event a Defect cannot be cured remotely, Tyler will travel onsite at its own expense, unless it is determined that the reason onsite support was required was a reason outside of Tyler's control.

9) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Tyler Response: None.

Equipment/Product/Services, Pricing, and Delivery

10) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Tyler Response: Tyler is responsible for helping thousands of public sector clients do what they do best—serve their communities. Our solutions help government be more efficient, more accessible and more responsive to the needs of citizens in 9 major areas: Appraisal & Tax, Citizen Services, Courts & Justice, Document Management, Education Management, Financial Management, Land & Vital Records, and Public Safety. Our structure, our methodologies, our products, and our services are all developed with our relationship to the public sector in mind. We believe that this serves our clients better than any other company. We understand their operations, we value their business, and we bring them the necessary tools to serve their constituents. Tyler Technologies is clearly an industry leader by any standards. And with a single vertical market, our clients rest assured that all of our resources are used to enhance the products they use.

11) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Tyler Response: The buyers demographics will determine the line item price for each software license or service. A discount percentage is offered to NJPA buyers and will be applied and reflected in the Investment Summary.

12) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Tyler Response: Tyler will discount then-current license fees by 10%

13) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Tyler Response: Tyler's software and services pricing are based on established pricing methods determined by the purchasing entities demographics such as population, total budget, number of real estate parcels etc.

14) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Tyler Response: Tyler will work closely with NJPA and will accommodate the purchase of goods/services outside of the Tyler submission if available.

15) Describe your NJPA customer volume rebate programs, as applicable.

Tyler Response: Not Applicable

16) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Tyler Response: Tyler has not included the hardware that will be required for self-hosting the Tyler solutions. However, many of the solutions are available in a hosted environment so the hardware is not always required if the member selects the SaaS option.

17) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Tyler Response: Hardware items are shipped to the customer directly from third party vendors that are purchased through Tyler. These vendors very rarely charge for shipping for these items.

18) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

Tyler Response: Tyler will discount then-current license fees by 10%

19) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

Tyler Response: Tyler may consider a large volume discount, such as multiple entities procuring together, however this would be considered on a case by case basis.

20) Describe in detail your proposed exchange and return program(s) and policy(s).

Tyler Response: Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. Tyler passes through to its clients all warranties received on third party products.

21) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Tyler Response: The fees quoted by Tyler do not include shipping charges on hardware purchased through Tyler, for which the customer is responsible.

22) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Tyler Response: Tyler monitors all purchases via our internal CRM tracking system. NJPA contracts are tracked at the onset via our Sales staff and then monitored by our operations and accounting personnel.

Industry-Specific Items

- 24) Demonstrate your company's ability to serve NJPA's national membership base:
- How many states do you have current customers in that fall within NJPA's membership verticals (governmental, educational and not-for-profits)?

Tyler Response: Tyler has customers in all states, the U.S. Virgin Islands & Guam.

- List the states in which your company is not currently doing governmental, educational, and not-for-profit business in? Explain why.

Tyler Response: None.

- 25) In which states (if any) does your company currently have restrictions that prohibit you from selling in those states? Explain those restrictions.

Tyler Response: None.

- 26) Demonstrate your company's ability to provide transparent pricing for all costs associated with a potential purchase, including license fees, travel, training, support, implementation, ongoing service, annual maintenance, system updates, upgrades, and enhancements.

Tyler Response: Tyler will provide a detailed Investment Summary that includes all fees and services required for a complete implementation of the solution to each buyer prior to any selection or contract.

- 27) List the departments within an NJPA Member's operation that your software system targets (i.e., state government, city government, county government, K-12, higher education, non-for-profit, utilities, special districts, and other).

Tyler Response: All the above

- 28) Demonstrate your company's ability to provide:

- online help and support
- single input of data that can be shared with other modules without duplicate entry
- real time data and information
- system and user documentation and training manuals
- rigorous on-site training and support
- capacity for unlimited users to work simultaneously
- role-based security permissions
- periodic password changes
- software/system integration across customer (NJPA Member) departments—both within your company and across competitors' systems

Tyler Response: We know it's not enough to simply deliver the best technology solutions — which is why we back our software applications with a full suite of services. Through these client services, we're here to help you generate maximum results and realize the best return on investment possible — all with minimum time, effort and cost.

With our deep domain expertise and decades of experience serving the public sector, our expert staff understands that implementing your products and keeping your software up and running is critical to your bottom line. From converting and implementing your Tyler product to providing product training and ongoing technical support, at Tyler we're here to empower you every step of the way.

Implementation

When you start out with any Tyler product, you'll have an assigned implementation team. From system setup and configuration to helping your work group manage change, your Tyler experts work with you every step of the way. For the formative months after you're up and running on your new Tyler solution, you'll have the close, proactive attention of a Tyler team to help you through all the "firsts" you encounter.

Ongoing Support Day In and Day Out

When you have software-related questions or issues, you need access to quick, friendly and knowledgeable support. That's why we go beyond a typical call center or help desk department. We not only offer multiple channels for finding fast and courteous client support (toll-free calls, client portals, online support, live chat and more) but we employ some of the friendliest, most knowledgeable professionals in the industry.

Training

We know high-quality training means a satisfied client. We are committed to offering a variety of training and continuing education opportunities to meet your needs. We're excited to offer online training and continuing education opportunities for Tyler products. From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens.

Additional Services

Depending upon your office's specific needs and goals, you may find that you require additional technical services. We offer a number of additional services, many specific to the product or solution area, or specific to a particular issue or situation. From disaster recovery and change management to database administration and consulting, our experts will make sure your office works at the speed of business.

Designed specifically for the public sector, Tyler's Munis Financial Management suite of applications can handle every aspect of your accounting, budgeting and procurement. As a core component of our advanced enterprise resource planning software, it is specifically designed to work the way you do.

Key Munis Financials Features:

- Web-based access to Munis applications and your data.
- Abridged, user-friendly views and access to data via the Role Tailored Dashboard
- Powerful Central Programs, such as budget and expenditure centrals.
- Seamless integration with other business systems for easy sharing of information.
- Flexible, complete local, state and federal reporting that can be customized to your unique requirements and to address legislative changes.
- Forecasting and analysis for accurate and successful strategic planning.
- Complete integration with Tyler's electronic document management system.
- Advanced role-based security.
- Detailed audit trails.
- Tyler CAFR Statement Builder, which walks you through the process of importing your data and generating adjustments required to report on a full-accrual basis.

And the Munis Financial Management solutions completely integrate with Munis Work Force Management and Munis Citizen Service and Revenues helping you further streamline processes throughout your organization.

- True multi-fund accounting systems designed specifically for public sector.
- Compliant with GAAFR and GAAP Standards.
- Provides easy access to up-to-date and accurate data in real time.
- Centralizes data and tools across the organization.
- Reduces redundant data entry and creates a "single version of the truth".
- Delivers strategic insight into financial processes.
- Provides real-time visibility into budget compliance, deviations and variances.

At Tyler, we understand that your operations depend on accurate and reliable financial data. That's why the core business logic upon which our applications are built is proven, functionally mature and industry-specific. And it's why thousands of clients rely on Tyler Financial Management products to deliver accurate, transparent, and efficient financial operations every day.

29) Provide the percentage of your total annual revenue derived from administrative-related software sales to governmental, educational, and not-for-profit entities. (This includes revenue from software, services, maintenance, and other sources.)

Tyler Response: 100%

30) What percentage of your revenue is derived from each of the following: software license fees, maintenance fees, professional services/consulting, and SaaS revenue?

Tyler Response: Tyler has provided its 2014 Annual Report with its response. The requested revenue breakdown can be found on page 26 of the annual report along with information concerning prior years as well.

31) What is your company's annual research and development investment for public sector administrative-related software, both in terms of financial investment and the total number of employees dedicated to the R&D function? How much of your R&D is the result of customer requests (enhancement, new functionality)?

Tyler Response: Tyler spends approximately \$60 million dollars per year on product development. Tyler employs nearly 570 developers who work on and advance Tyler's products. Based on 2014 revenues of \$493 million, this equals approximately 12.1% of total revenues. Please note that this percentage is different than the official accounting designation of Research and Development (5.2% in 2014).

32) How many of your employees work in each of the following areas: sales and marketing, product development, client service, client support, other (describe)?

Tyler Response:

- Development: 636**
- Implementation: 966**
- Support: 591**
- Appraisal: 235**
- SaaS: 54**
- Finance and Admin: 165**
- Sales: 220**
- IT: 49**
- Marketing: 37**

33) Provide the number of offices and their locations for your organization.

Tyler Response:

Arizona 8950 S. 52nd Street, Ste 309 Tempe, AZ 85284

Colorado 14142 Denver W. Pkwy, Ste 155, Lakewood, CO 80401

Georgia 2160 Satellite Blvd Suite 300, Duluth, GA 30097

Illinois 2604 E. Dempster St, Park Ridge, IL 60068

Iowa 2730 Ford Street, Ames, IA 50010

Maine 700 Mount Hope Ave. Ste 101, Bangor, ME 04401
370 US Route 1, Falmouth, ME 04105
One Tyler Drive, Yarmouth, ME 04096

Massachusetts 340 Fordham Rd, Suite A, Wilmington, MA 01887
33 Boston Post Rd, Suite 360, Marlborough, MA 01752

Michigan 1194 Oak Valley Drive Suite 150, Ann Arbor, MI 48108

Missouri 1601 Iron St., N. Kansas City, MO 64116
116 Cliff Cave Road St. Louis, MO 63129

Montana 11 N 26th St., Billings, MT 59101

New Hampshire Heron Cove Office Park II, 10 Al Paul Lane Suite 202, Merrimack, NH 03054

New York 23 British American Blvd, Latham, NY 12110

Ohio 4100 Miller-Valentine Court, Moraine, OH 45439

Ontario 90 Sheppard Ave. East Suite 602, Toronto, Ontario M2N 3A1

South Dakota 4400 Technology Dr. Suite 100, Sioux Falls, SD 57106

Texas 526 University Dr. E., Ste 201A, College Station, TX 77840
911 West Loop 281 Suite 400, Longview TX 75605
5519 53rd St, Lubbock, TX 79414
5101 Tennyson Parkway, Plano, TX 75024

Washington 2114 Caton Way SW, Olympia, WA 98502-1105
1601 East Valley Road Suite 200, Renton, WA 98057

Wisconsin 10617 W. Oklahoma Ave. Ste U-1, West Allis, WI 53227

34) Provide statistics detailing the number of employees your company has added over the past five years.

Tyler Response: Tyler has added approximately 1,200 employees in the past five years.

35) Provide the average employee tenure for your technical support team.

Tyler Response: Average is 4.3 years

36) Describe your market share in the public sector administrative-related software space.

Tyler response: Tyler's sole focus is on the public sector. All of our efforts and applications are geared towards this one market. However, one of the factors of Tyler's success is that our offerings are varied and scalable. We offer solutions for all sizes of governments.

Nearly all of our business occurs in the continental United States.

37) How many organizations have implemented the solutions that you are proposing in this RFP?

Tyler Response: Tyler has more than 13,000 clients.

38) How many organizations are still running your solutions with active maintenance and support contracts (i.e., lifetime customer retention)?

Tyler Response: Tyler Technologies has a 98% retention rate.

39) How many governmental, educational, and not-for-profit organizations have implemented your solutions in the past 12 months?

Tyler Response: Tyler Technologies' MUNIS division alone conducts on average 70-90 implementations a year. Overall Tyler Technologies conducts greater than 200 implementations per year.


40) Describe the customer industries you serve and provide the percentage of annual revenue for each vertical.

Tyler Response: Tyler's sole source of revenue is through sales to government, education and non-profit organizations. We do not provide revenue breakdowns by market segment. Please reference the Tyler Annual Report for a review of the Tyler financial statements.

41) Which of the sub-categories in Section 3.17.1.1 (if any) does your company's portfolio of product offerings include?

Tyler Response: Tyler provides software and services to facilitate and supports all of the sub-categories detailed in Section 3.17.1.1

Signature: _____



Abigail Diaz, Associate General Counsel

Date: November 2, 2015

**Letter of Agreement
To Extend the Contract**

Between

**Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096**

And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #110515-TTI) for the procurement of Public Sector Administrative-Related Software Solutions & Technology Services. This Agreement has an expiration date of December 15, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on December 15, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

DocuSigned by:
By: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 5/17/2019 | 12:04 PM CDT

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen, Its: Director of Contracts

Name printed or typed: Robert Kennedy-Jensen

Date 5/20/19



City of Chattanooga

Mayor Andy Berke

January 29, 2020

Mr. Bob Colby
Director, Air Pollution Control Bureau
Waste Resources Division
6125 Preservation Dr., STE 140
Chattanooga, TN 37416-3740

Subject: 193792 / 305734 Air Monitoring Shelter – Air Pollution Control Bureau

Dear Mr. Colby:

Council approval is recommended for purchase of an Air Monitoring Shelter for the Air Pollution Control Bureau, in the amount of \$39,923.75 including additional options outlined in the specifications and freight.

The invitation to bid was sent out to four (4) 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 approval of this purchase for an Air Monitoring Shelter to Shelter One, Inc., 5887 Monument Dr., Grants Pass, OR 97526 as the best bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/ab

Attachments

Shelter One
5887 Monument Drive
Grants Pass, Oregon 97526

Consolidated Analytical Systems
201 South Miami Avenue
Cleves, Ohio 45002

AZZ Enclosure Systems
1919 W Polymer Drive
Chattanooga, TN 37421

EKTO Manufacturing
PO Box 449
Sanford, Maine 04073

Bid Tabulation - R193792

Bid# 305734

Item #	Item	Quantity	Unit Price	Total Price	Shelter One, Inc.	Consolidated Analytical System, Inc.	EKTO Mfg. Corp	Total Price
1	Air Monitoring Shelter per specifications	1	\$ 37,933.75	\$ 37,933.75				
						\$ 48,728.89	\$ 48,728.89	
							\$ 52,740.00	\$ 52,740.00

MEMO

To: Bob Colby
C: Amber Boles
From: Kathy Jones *KJ*
Re: Purchase of Shelter for Air Monitoring Department
Date: January 28, 2020

I am recommending the purchase of Air Monitoring's new shelter from Shelter One. The base price bid is \$34,083.75 plus shipping of \$3,850 (from Oregon) for a Total of \$37,933.75. I am recommending options of a ground pad of copper bonded to the frame for \$275, an upgraded door with hydraulics for \$335, a Roof Safety Walk Pad for \$480, and a Ladder for \$900.

The ground pad and the ladder are necessities. Static electricity can cause very serious problems with the loggers, and there must be a ladder for roof access. Since we must carry heavy equipment in and out, the hydraulic door is useful. I suggest the Roof Safety Walk Pad as the roof can be slick when wet.

Therefore, the total purchase price with the options is \$39,923.75.

This bid with these options is less than the base bids without options of \$48,728.89 from Consolidated Analytical Systems and \$52,740.00 from EKTO Manufacturing Corporation.

BID SOLICITATION



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

BID OPENING DATE AND TIME: 14-JAN-20 at 2:00 PM BID NUMBER: 305734
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
Requisition No.: 193792 Bid No: 305734 Ordering Department: Air Pollution Control Bureau Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov Item Being Purchases: Air Monitoring Shelter ATTACHMENTS: Specifications (2 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact / No Advocacy Notice Receipt 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. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JANUARY 14, 2020 *** 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. 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 <u>SHELTER ONE, INC.</u> Address <u>5887 MONUMENT DRIVE</u> <u>GRANTS PASS, OR 97526</u> Phone/Toll-Free No: <u>541-479-4622</u> Fax No. <u>541-479-5289</u> eMail Address <u>jim@shelter1.com</u>					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 14-JAN-20 at 2:00 PM
BID NUMBER: 305734

SEALED BIDS

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

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Contact Person's Name NORM YODER					
Estimated Delivery 90 ARO					
Minority-Owned Business _____ Small Business <input checked="" type="checkbox"/> Veteran <input checked="" type="checkbox"/>					
Minority Woman-Owned Business _____ Disabled Veteran <input checked="" type="checkbox"/>					
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: 2.5% 10 NET30

TELEPHONE NUMBER: 541-479-4622

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

COMPANY: SHELTER ONE, INC.

SIGNATURE:

NAME AND TITLE: JAMES R. WITTKOPP, PRESIDENT

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 14-JAN-20 at 2:00 PM
BID NUMBER: 305734

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	Air Monitoring Shelter per specifications SEE ATTACHED QUOTE #14874	1	Each	\$37,933.75	\$37,933.75

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: 2.5%10 NET 30

TELEPHONE NUMBER: 541-479-4622

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

COMPANY: SHELTER ONE, INC.

SIGNATURE:

NAME AND TITLE: JAMES R. WITTKOPP, PRESIDENT



5887 Monument Drive Grants Pass, OR 97526
Voice 541/479-4622 Fax 541/479-5289

Quotation No. 19/14874

Date: 12/30/2019

Customer: HAMILTON COUTNY APCB

Contact: KATHY JONES

Rep: NORM YODER

Qty Units: 1

Reference: CHATTANOOGA, TN - BID NO. 305734

Ship Time: 90 DAYS ARO Validity: 90 Days
(After Design Approval)

FOB: Origin

Freight: Prepay & Add

Terms: 2.5%10 NET30
(From Ship Date)

Qty	Item No	LineDescription	List	Disc	LineAmount
1	LS0814815	MODEL LS SHELTER, 8'W (OD) X 14'L (OD) X 8'H ID INCL: 3X7 INSULATED STEEL CLAD DOOR W/ LACKING LEVER LATCH DESIGNED FOR SLAB OR (4) PIER FOUNDATION W/ ANCHOR PLATES	\$31,200.00	40.0	\$18,720.00
1	BEFE0814LED	POWER DISTRIBUTION INCL LED LIGHTS & RECEPTACLES	\$2,050.00	25.0	\$1,537.50
1	100A1P24SI	LOAD CENTER, 100 A, 1 PH, 24 POS, NEMA 1, SIEMENS	\$550.00	25.0	\$412.50
1	DSNF100A1P3R	DISCONNECT SWITCH, NON-FUSED, 100A,1PH, 240V, NEMA 3R	\$700.00	25.0	\$525.00
6	ADD RECPT	UPGRADE - ADD'L RECEPTACLE, STANDARD (SAME CIRCUIT)	\$150.00	25.0	\$675.00
1	HVAC2460/11	H V A C, 24K BTU, 5K HEAT, W/ STD T'STAT, DISC SW & GFCI RECEPT	\$7,640.00	25.0	\$5,730.00
1	OSHA814	OSHA COMPLIANT ROOF SYS INCL RAILS. LESS LADDER & GATE	\$4,375.00	25.0	\$3,281.25
2	RMR1	RECEPTACLE, DUPLEX, ROOF MOUNT, PRIMARY (SEPARATE CIRCUIT)	\$550.00	25.0	\$825.00
1	CT3096	COUNTERTOP, 30" DEEP X WIDTH (8 FT NOMINAL)	\$730.00	25.0	\$547.50
2	BASECAB4	BASE CABINET, 4-DRAWER, METAL	\$390.00	25.0	\$585.00
2	WALLCAB2	CABINET, WALL, 27"H X 14" D X 30" W, METAL GRAY	\$830.00	25.0	\$1,245.00
ADDITIONAL INSTALLED OPTIONS / ADD IF REQUIRED:					
	GNDPDCU	GROUND PAD, COPPER, NEMA 2-HOLE, BONDED TO FRAME ✓	\$275.00	20.0	\$0.00
	CLOSER	UPGRADE DOOR - AUTOMATIC HYDRAULIC CLOSER ✓	\$335.00	20.0	\$0.00
	WALKPAD2	ROOF SAFETY WALK PAD, 5' X 5' ✓	\$480.00	20.0	\$0.00
	EXLT3LED25	LIGHT, EXTERIOR, LED WALL PACK 25W, 120 V W/ P-CELL	\$370.00	20.0	\$0.00
	ROOFJACK2	ROOF JACK, FLUSH, THREADED, 2" NPTF PIERCE POINT	\$335.00	20.0	\$0.00
	FORKPOCKETS	UPGRADE SKID BASE TO INCLUDE (2) FORK LIFT PICK POINTS, LONG WALLS	\$1,275.00	20.0	\$0.00
	LADDER	LADDER, STANDARD DUTY / OSHA ENGINEERED ✓	\$900.00	20.0	\$0.00
	LADDERCOVER	LOCKABLE ALUMINUM LADDER COVER	\$690.00	20.0	\$0.00
	GATE	GATE, SAFETY / OSHA APPROVED	\$770.00	20.0	\$0.00

Qty	Item No	LineDescription	Additional Cost	List	Disc	LineAmount
1	FREIGHT	TRANSPORTATION / OFFLOADING & SITE WORK BY OTHERS LTL FREIGHT TO CHATTANOOGA, TN 37401		\$3,850.00	0.0	\$3,850.00

Design Notes:

C6 CHANNEL SKID BASE, GALV. STEEL FRAMING. WHITE 24GA PRE-FINISHED STEEL EXTERIOR CLADDING W/ MILL FINISHED ALUMINUM TRIM. WHITE FRP INTERIOR CLADDING WHITE DURO-LAST ROOFING SYSTEM. ALUMINUM TREAD PLATE OR COMMERCIAL TILE FLOORING. 3X7 INSULATED STEEL DOOR W/ STAINLESS STEEL HINGES. INSULATION ALL R15. THE SHELTER WILL BE BUILT THE MOST CURRENT LOCAL AND/OR STATE BUILDING CODE APPLICABLE TO FACTORY BUILT STRUCTURES.

SHIP TIME NOTES:

PLEASE KEEP IN MIND THE DELIVERY DATE WILL BE BASED ON DATE FROM DRAWING APPROVAL, WHICH MAY NOT COINCIDE WITH THE DELIVERY DATE DESCRIBED IN YOUR PO. CURRENT ESTIMATED LEAD TIME: 12 WEEKS AFTER APPROVAL OF S1 DRAWINGS. LEAD TIME MAY BE SUBJECT TO CHANGE AND WILL BE FINALIZED AT TIME OF DRAWINGS APPROVAL. PLEASE ALLOW BETWEEN 2-3 WEEKS FOR DRAWING AND TECHNICAL DATA SUBMITTAL AND WE WOULD LIKE YOUR MOST PROMPT RESPONSE WITH YOUR APPROVAL.

PAYMENT TERMS: SHELTER ONE PAYMENT TERMS AND CONDITIONS APPLY TO THIS ORDER.

EXCEPTIONS:

OFFLOADING, PLACEMENT AND ANCHORING OF SHELTER TO EXISTING SLAB FOUNDATION IS BY OTHERS.
OSHA STAIR SYSTEM BY OTHERS.

Unit Price \$34,083.75
Additional Cost \$3,850.00
Unit Subtotal \$37,933.75
Quantity 1
Grand Total \$37,933.75

Norm Yoder

Shelter Requirements

Chattanooga Hamilton County Air Monitoring Shelter Bid

8'W by 14'L by 8'H

Side door--Insulated steel clad door with locking lever latch- 36 inches wide

Exterior aluminum or steel skin

Interior aluminum or steel skin

Roof that supports 1,000 lbs (must handle weight of individuals accessing the roof and equipment weight if monitors are placed on the roof) or an optional system which provides an OSHA approved surface (e.g. a metal grate not in contact with the roof).

Slightly hipped or flat, low pitched roof for drainage- roof cannot leak

10 year full warranty against leaks in roof (materials and labor)

Forklift and crane lifting points

Shelter tie down system for securing to the pad or piers

OSHA compliant roof system including rails and accessing ladder

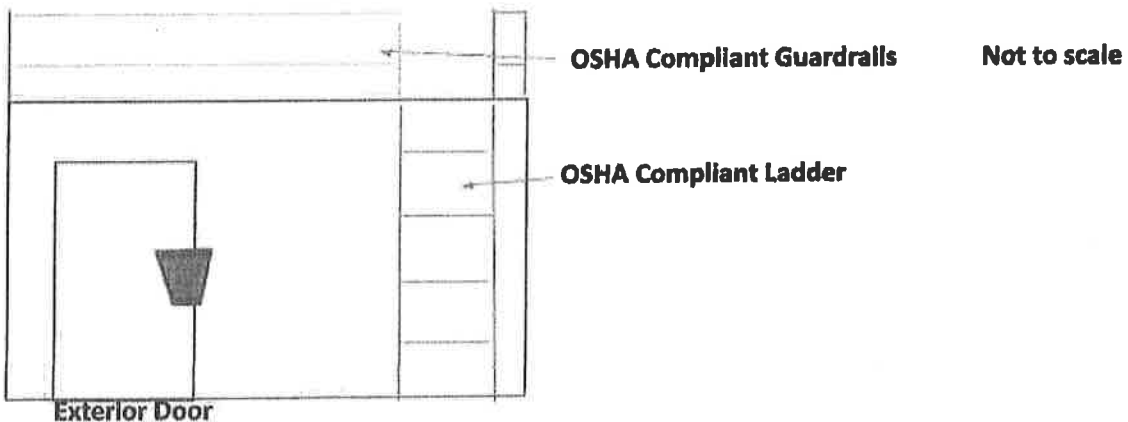
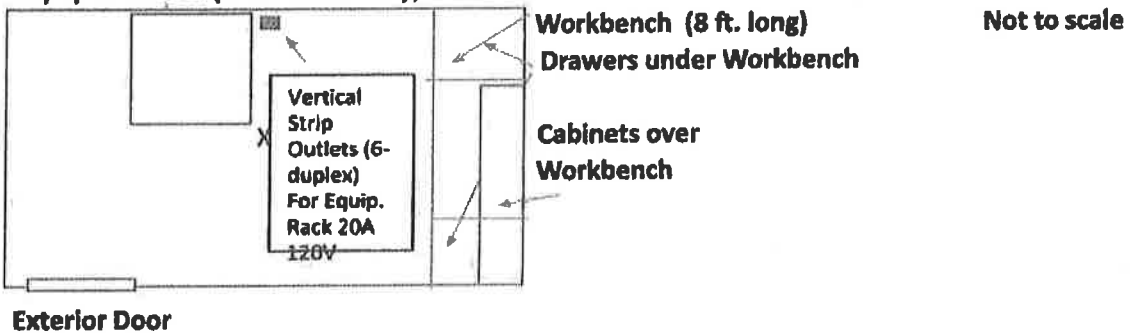
Aluminum or steel flooring

Workbench along the width (on the end of the building on the opposite end from the door) (30 inches deep and 30 inches high)

Wall mounted cabinets with doors and shelf (24"H X12"D X 60"W)

Eight drawers under the workbench- four each in cabinets on each end of the workbench

Equipment rack (we own already)



HVAC System

HVAC system designed to maintain temperature stability + or - 2 degrees C. within 20 C to 30C range
Programmable Thermostat with auto-switch.

Electrical System

Meets or exceeds NEC Regulations

100A 120/240V 1 PH Electrical System Ready

100A 120/240V 1 PH Load Center 20 Circuit capacity

100A 240V 1 PH External Disconnect Box, NEMA 3R

3 LED Light Fixtures, 4' double tube ceiling mounted

Two external duplex outlets (roof mounted) 15A, 120V, GFI with weather covers - one at each end of the shelter

Eleven 15A duplex outlets installed around the interior of the shelter with three of the eleven being over the workbench. A vertical outlet strip (20A, 120V) with 6 duplex outlets will service the equipment rack.

Options

Ground pad, copper, bonded to frame

Automatic Hydraulic door closer

Roof Safety Walk Pad minimum size 5' by 5'

Metal Stairs with handrails (in lieu of ladder)

Lockable ladder guard

Gate at top of ladder

Delivery

Please provide a seven day notice for delivery, and deliver between 10 AM and 3:00 PM EST.

Shelter to be delivered to Eastside Utility off Hickory Valley Road in Chattanooga, TN 37421.


Bidder shall include all installation, freight, and all other costs in the bid price.

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)

PRESIDENT, SHELTER ONE, INC.

(Title and Name of Company)

1-8-2020

(Date)

No Contact/No Advocacy Statement

City of Chattanooga
Purchasing Division

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

State of OREGON

County of JOSEPHINE

JAMES R. WITTKOPP (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of SHELTER ONE, INC.
(business name), the Submitter of the attached sealed solicitation
response to Solicitation # 305734;

(2) JAMES R. WITTKOPP (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:



Printed Name:

JAMES R. WITTKOPP

Title: PRESIDENT



City of Chattanooga

Mayor Andy Berke

January 23, 2020

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

Subject: 191987/ 305725- Fresh Produce – Department of Youth and Family Development –
Purchasing Department

Dear Mr. Jennings:

The Department of Youth and Family Development may now seek council approval to issue a blanket contract for Fresh Produce for the Department of Youth and Family Development. 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 \$45,000.

The invitation to bid was sent out to seven (7) vendors as well as formally advertised. Bids were received from no vendors. The invitation was re-bid and produced one (1) bid.

I recommend award of this contract to T & T Produce, 124 Park Industrial Blvd Ringgold, GA 30736, as being in the best interest for the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/js
Attachments

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 09-JAN-20 at 2:00 PM

BID NUMBER: 305725

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
Requisition No.: 191987 Ordering Dept.: Youth and Family Development Buyer: Jaime Shelton Phone No.: 423-643-7232 Items Being Purchased: Fresh Produce ATTACHMENTS: Specifications (1pg) Instructions to Bidders (1pg) Affirmative Action Plan (2pgs) No Contact/No Advocacy Notice Receipt (1pg) Iran Divestment Act Form (1pg) This Shall Be A Twelve (12) Month Requirements/Blanket Contract To Supply Fresh Produce. 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 JANUARY 9, 2020 *** 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: 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. 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 *****					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
09-JAN-20 at 2:00 PM

BID NUMBER: 305725

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
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name T & T Produce

Address PO Box 5756
74 Oglethorpe Ga 30742

Phone/Toll-Free No. 706 866-5955

Fax No. 706 866 9118

eMail Address heather@tandtproduce.com

Contact Person's Name Heather Scarbrough

Estimated Delivery _____

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: 21 days

TELEPHONE NUMBER: 706 866-5955

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

COMPANY: T & T Produce

SIGNATURE: Heather Scarbrough

NAME AND TITLE: Director of government contracts

BID SOLICITATION



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

BID OPENING DATE AND TIME:
09-JAN-20 at 2:00 PM
BID NUMBER: 305725

SEALED BIDS

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

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

VENDOR

RFQ

MAIL TO

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Bananas- Fresh (petite)	600	Case	26.50	15,900
2	Cabbage Head, Raw	300	Each	2.25	675.00
3	Dice Celery 5 lb	200	Bag	14.00	2800.00
4	Lettuce Head	200	Each	2.40	480.00
5	Lettuce Shredded 5 lb	600	Case	8.25	4950.00
6	Orange fresh 125's bag	200	Case	34.00	6800.00
7	Slaw Mix	600	Bag	7.00	4200.00
8	Tossed Salad Mix 5lb	500	Bag	8.25	4125.00

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: 21 days
TELEPHONE NUMBER: 706806-5955

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

COMPANY: T & T Produce
SIGNATURE: Heather Stalder
NAME AND TITLE: Director of Government Contracts

Specifications for Produce

(Requisition 191987)

This shall be a Twelve (12) Month Blanket Contract to supply and delivery Produce with option to renew two (2) additional years.

Delivery Location:

Avondale Head Start, 2302 Ocoee Street Bldg A Chatt, Tn 37406

Avondale Early Head Start, 2302 Ocoee Street Bldg B Chatt, Tn 37406

Daisy Head Start/Early Head Start, 9531 Ridge Trail Road, Chatt, Tn 37379

Cedar Hill Head Start/Early Head Start, 4701 Divine Avenue Chatt, Tn 37411

Youth & Family Development, 501 W. 12 Street Chatt, Tn 37402

*****DELIVERY HOURS FOR ALL CENTERS ARE 7:30 – 2:00 PM*****

Instructions To Bidders

- (1) Bid documents can be downloaded from the City of Chattanooga's website at: www.chattanooga.gov. At the left side of that page is a link labeled "Bid Solicitations." One of the top results will be a link that will display a page listing the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.
- (2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.
- (3) Bid documents should be submitted to the Purchasing Office at the following address:

Purchasing Department
City Of Chattanooga
101 East 11th Street, Suite G 13
Chattanooga, TN 37402
Attn: Jaime Shelton

- (4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a 3, along with the bid opening date.
- (5) Any questions regarding the specifications or bidding process should be directed to the Buyer, Jaime Shelton at the following email address:

JShelton@chattanooga.gov

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

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:

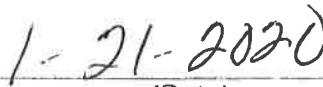
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard 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)

(Title and Name of Construction Company)


(Date)

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Quote Responses:

Heather Scarbrough (Vendor Agent name), states that:

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

_____ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305725, 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:

Heather Scarbrough

Printed Name:

Heather Scarbrough

Title: Director of government contract

Date: 1-21-2020

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)

Heather Paulin

(PRINTED NAME)

Heather Scarbrough

(BUSINESS NAME)

T & T Produce

(DATE)

Jan 21, 2020

For more information, please contact the State of Tennessee, Central Procurement Office

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

ADDENDUM NO. 1

DATE: 01/13/2020

SOLICITATION NO: 305725

DATE OF OPENING/SUBMISSION: 01/21/2020

TIME: 2:00 pm EST

CITY DEPARTMENT: Youth and Family Development

DESCRIPTION: Fresh Produce

General Items

ITEM 1: Extending bid opening to Tuesday January 21th 2020 2:00 EST

VENDOR SIGNATURE:

Heather Schubel

COMPANY:

T & T Produce

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DIVISION WITH BID SUBMISSION. RETAIN A COPY FOR YOUR FILE.

CITY OF CHATTANOOGA
PURCHASING DEPARTMENT

Jaime Shelton
101 E. 11th Street Suite G13
Chattanooga, TN 37402
Jshelton@chattanooga.gov

TELE: (423) 643-7232

FAX: (423) 643-7244

Fresh Produce- Youth and Family Development/ Head Start

Company: T & T Produce

Item	Description	Quantity	Unit	Unit Price	Total
1	Bananas- Fresh	600	Case	\$26.50	\$15,900.00
2	Cabbage Head, Raw	300	Each	\$2.25	\$675.00
3	Dice Celery 5 LB	200	Bag	14	\$2,800.00
4	Lettuce Head	200	Each	2.4	\$480.00
5	Lettuce Shredded 5 LB	600	Case	8.25	\$4,950.00
6	Orange Fresh 125/Bag	200	Case	34	\$6,800.00
7	Slaw Mix	600	Bag	7	\$4,200.00
8	Tossed Salad Mix 5LB	500	Bag	8.25	\$4,125.00
TOTAL					\$39,930.00



City of Chattanooga

Mayor Andy Berke

January 28, 2020

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

Subject: Requisition No. 194751 – Stertil-Koni ST-1064 Model 4 Wireless Mobile Lift – Fleet Management Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the purchase of A Stertil-Koni ST-1064 Model 4 Wireless Mobile Lift for the Ambulance Bay as needed by Fleet Management Division of the Public Work Department.

This purchase is from Heavy Duty Lift & Equipment, Inc using Sourcewell Contract No. 061015-SKI. The cost is \$40,707.62. TCA allows for this purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this purchase to Heavy Duty Lift & Equipment, Inc, 6559 Bermuda Lane, Flowery Branch, GA 30542 as being in the best interest of the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/mlm

Attachments



Quote

Stertil-Koni
200 Log Canoe Circle
Stevensville, MD 21666
United States

T: 410.643.9001
F: 410.643.8901

Quote # 1905
Date 01/08/2020
Expires 04/07/2020
Contact Kellie Boehm

Prepared for City of Chattanooga
Garry Franks
Chattanooga, TN
United States
E: gfranks@chattanooga.gov

Sourcewell

Item	Qty	Price	Total
ST-1064 MODEL 4, WIRELESS CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS	1	\$55,222.00	555,222.00
Set of 4 Wireless, Battery-Powered Mobile Lifts - 56,000 lbs. capacity, 24 V DC, control box on every column. Adj. Forks			\$39,207.62
29% Item Discount (\$16,014.38)			
STERTIL-KONI (Code: ST-1064-2FWA)			

Please contact us if you have any questions.

Subtotal	\$55,222.00
Discount	(\$16,014.38)
Shipping	\$1,500.00
Total Due	\$40,707.62 USD

Contract

Sourcewell/Formerly NJPA - Contract #: 061015-SKI
City of Chattanooga Member #: 21161

Local Distributor

Heavy Duty Lift & Equipment
Thor Merrow
678.662.1858
thor@heavydutylift.com

Terms and Conditions

1. Product availability and proposed delivery date provided ARO
2. Please submit PO to orders@sterdil-koni.com



Rachel Haines <rhaines@chattanooga.gov>

Fwd: Contract pricing

1 message

Charlotte Hicks <chicks@chattanooga.gov>
To: Rachel Haines <rhaines@chattanooga.gov>

Thu, Jan 9, 2020 at 8:17 AM

Please order from Sourcwell. If you have any questions on the quote, email the sales rep and copy me and Gary. Thanks, as always.

Charlotte Hicks
Deputy Director of Fleet Management
City of Chattanooga | Department of Public Works
423-643-5191 | chicks@chattanooga.gov
Twitter | Web | 311

----- Forwarded message -----

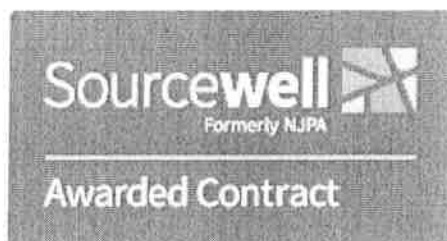
From: **Thor@heavydutylift.com** <Thor@heavydutylift.com>
Date: Wed, Jan 8, 2020 at 4:11 PM
Subject: Contract pricing
To: <gfranks@chattanooga.gov>, <chicks@chattanooga.gov>

Garry here is the contract pricing for the lifts.

Thor Merrow
Heavy Duty Lift & Equipment, inc.
(678) 662-1858
(770) 932-8862 office
(770) 932-8862 fax
Tcmerrow33@hotmail.com

www.steril-Koni.com

 **Quote-1905-City-of-Chattanooga.pdf**
40K



Stertil-Koni

Heavy Duty Vehicle Lifts

#061015-SKI

Maturity Date: 07/21/2020

Contact Information 

Products & Services

Sourcewell contract 061015-SKI gives access to the following types of goods and services:

- Heavy duty vehicle lifts
- Mobile column lifts
- Inground piston lifts
- Inground scissor lifts
- Platform lift - true vertical rise
- 2-post lifts
- 4-post lifts
- Truck lifts
- Bus lifts
- Lift accessories and shop equipment
- Video library
- Distributor network - North America

Additional information can be found on the vendor-provided, nongovernment website at:
<http://sourcewell.stertil-koni.com/>

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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[eziQC Contracts](#)

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Contract Award
RFP #061015

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sterchl-Koni USA, Inc Date: June 4, 2015

Company Address: 200 Log Canoe Circle

City: Stevensville State: MD Zip: 21166

Contact Person: Kellie Boehm Title: Sales & Marketing

Authorized Signature (ink only): [Signature] Sean DeLAmore
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Steril-Koni USA, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Steril-Koni USA Inc

Vendor Authorized signature:

Jean DeUAmore

(Name printed or typed)

Title: President

Executed this 23rd day of July, 20 15 NJPA Contract Number 061015-SK1

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Stertill-Koon USA, Inc

Contact Person for Questions: Kelle Bachm

(Must be individual who is responsible for filling out this Proposer's Response Form)

Address: 200 Log Grove Circle

City/State/Zip: Stevensville MD 21154

Telephone Number: 410 643. 9001 Fax Number: 410 643. 8901

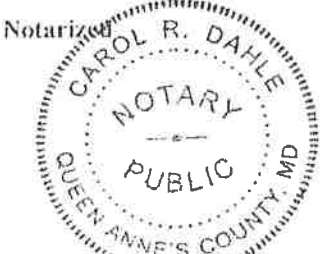
E-mail Address: bids@stertill-koon.com

Authorized Signature: Jean DellAmore

Authorized Name (typed): Jean DellAmore

Title: President

Date: June 5 2015



Subscribed and sworn to before me this 5 day of June, 20 15

Notary Public in and for the County of Queen Annes State of Maryland

My commission expires: 12/31/15

Signature: Carol R. Dahle



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Stertil-Koni USA, Inc.

Questionnaire completed by: Kellie Boehm

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

Stertil-Koni's payment terms are Net 30.

2) Identify any applicable leasing or other financing options as defined herein.

Not applicable: Stertil-Koni does not have a leasing plan or financing options available at this time.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

The Dealer Network (Stertil-Koni's distributors) will be instrumental in the overall success of the NJPA / Stertil-Koni USA partnership and as such they will be very involved in the sales and order processing procedure.

As it relates to the specific ordering process, we strongly recommend that purchase orders from NJPA Members be issued to Stertil-Koni USA, rather than the Dealer Network. Of course, the distributors will be a main source of sales and the principle contact point with an NJPA Member as it relates to product demonstrations, setup and training, and regular customer service questions.

That said, when it comes to issuing a purchase order, our distributors will know that the purchase order process is centralized. A centralized ordering point is also how the Stertil-Koni GSA contract is set up, and that procedure has worked extremely well. In fact, over the 10 years we have held the GSA contract, all parties involved have had a very good experience with this arrangement.

There are two main reasons why we recommend a centralized ordering point:

- a) **Consistency, accuracy and contract compliance**. All of our distributors are independent third parties. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts and other terms and conditions if we don't see each purchase order. Thus, the only way Stertil-Koni USA can guarantee 100% compliance is by processing all orders directly.

- b) **Reporting:** Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to NJPA.

We want to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented Dealer Network. Even though the purchasing process is centralized, all NJPA Members will receive the same level of service and follow up as if they placed their purchase orders locally.

Therefore, Stertil-Koni USA recommends that all purchase orders from NJPA Members shall be issued to Stertil-Koni USA, Inc. by:

E-mail: orders@stertil-koni.com

Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666

Fax: +1 410-643-8901

4) Do you accept the P-card procurement and payment process?

No. At the current time, Stertil-Koni does accept the P-card and payment process. However, we are open to exploring the opportunity.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Conditions

The warranty period commences from the effective date of acceptance by the customer. A warranty registration form or registration card must be submitted to Stertil-Koni within 30 days of receipt of equipment to establish such date; otherwise the invoice date will become the effective date of acceptance by the customer.

Requirements

Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.

Claim Procedure

Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. To obtain warranty service, the customer needs to contact their local distributor or Stertil-Koni. A service technician will be scheduled to visit the customer's location and repair the lift. All warranty paperwork will be handled by the local distributor.

Structure

The local distributor will handle creating the warranty paperwork. The distributor submits the claim paperwork to Stertil-Koni for documentation and processing. Stertil-Koni has a full-time staff that manages all warranty claims, replacement parts, and associated shipping requirements. Documentation of any failed parts is provided to manufacturing as part of the supplier quality control program.

6) Do all warranties cover all products/equipment parts and labor?

All of our products are covered by our warranty. Our standard warranty is 1 year labor, 2 years parts and 5 years parts only on hydraulic cylinders used in our mobile lifting columns.

7) Do warranties impose usage limit restrictions?

We do have two instances where the warranty is limited

(a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship."

(b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory authorized service technicians will result in a voided warranty.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time is billable.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Not applicable. There are no other limitations or circumstances that would not be covered under the Stertil-Koni warranty program.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Please provide a list of your network service providers for warranty work and repairs.

Not applicable: Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. See the distributor listing.

Distributor	Territory Covered
Alan Tye & Associates	Delaware, North Carolina, Maryland, Virginia, Washington DC, Kentucky, West Virginia
Antilles Power	Puerto Rico
Champion Marketing	Virgin Islands
CTT Equipment	Michigan
D & J Equipment	North Dakota, Southeast South Dakota, Eastern Montana, Northeast Wyoming
D.L. Carr	New York, Long Island and upper state
Heavy Duty Lift & Equipment	South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee
Heavy Lift Systems	Ohio
Hoffman Services	New Jersey
Kubat Equipment	Colorado, Southern Wyoming
Lift Logic	Alaska, Oregon, Washington, Western Montana, Idaho
Lou Cardoza Enterprises	Hawaii, Guam
Malchi Automotive & Equipment	Oklahoma, Northwest Arkansas
Midwest Equipment	Northern Illinois, Southern Wisconsin
Midwest Equipment Specialist	Wisconsin
Midwest Lift Works	Minnesota, Western Wisconsin, Northern Iowa

Municipal Maintenance Equipment	Northern California, Northern Nevada
Neumayer Equipment	St. Louis, Missouri
Novaquip	Ontario, Newfoundland, Quebec
PB Hoidale	Wichita, Kansas
Performance Tool	New Mexico, El Paso, TX
Petroleum Solutions	San Antonio and surrounding areas
Power Washer Sales	Connecticut, Rhode Island, Massachusetts, New Hampshire, Maine, Vermont
Reeder Distributors	Texas, other than San Antonio
Safetylane Equipment	Indiana, Illinois
Southwest lift & Equipment	Southern California, Utah, Arizona, Nevada
Summit Sales	Kansas, Missouri
Vendor Network	New York, Five boroughs
Westvac Industrial	Alberta, British Columbia, Manitoba

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Stertil Koni USA is the sales and marketing arm of a manufacturer that specializes in heavy duty lifting solutions. These lifting solutions are designed and manufactured at one of our two manufacturing locations -- Streator, Illinois and Northern Holland. With our emphasis on only heavy duty lifts, Stertil Koni can offer our customers the most innovative solutions to fully meet all their lifting needs. We call this approach "Freedom of Choice." It is our commitment to provide customers with the highest quality, most advanced and safest heavy duty lifting systems on the market. Stertil Koni lifts, with capacities ranging from 16,000 lbs. to more than 100,000 lbs., offer the appropriate lift for all applications. Along with a complete line of heavy duty lifting solutions, Stertil Koni offers complementary shop equipment for a majority of auxiliary service.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Stertil-Koni publishes and regularly updates a price list which contains all items that will be offered to NJPA members. At the same time, there are a limited number of Open Market items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with, and agreed upon in partnership with the end user before consummation of the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Stertil-Koni is pleased to be provided with this opportunity by NJPA. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to NJPA. Stertil-Koni intends to offer NJPA a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:

For the purchase of 1 lifting system	29% off list price
For the purchase of 2 – 7 lifting systems	32% off list price
for the purchase of 8 or more lifting systems	33.5% off list price

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount

with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

All Stertil-Koni lifting products offered via the NJPA contract will be shown on the official company price list:

- a. At list price (Attachment 19)
- b. With the following discounts for NJPA members (Attachment 20):
 - i. For the purchase of 1 lifting system 29% off list price
 - ii. For the purchase of 2 – 7 lifting system 32% off list price
 - iii. For the purchase of 8 or more lifting system 33.5% off list price

15) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).

All Stertil-Koni lifting system products will be offered as part of the NJPA contract. With regard to “Open Market” items as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post and platform lifts).

In those instances:

- a. **Strategy:**
 - i. NJPA member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the Open Market item/s.
- b. **Process:**
 - i. Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the NJPA member and Stertil-Koni.
- c. **Specific Method:**
 - i. The NJPA member will add the agreed upon Open Market item on the PO, which is submitted directly to Stertil-Koni.

16) Describe your NJPA customer volume rebate programs, as applicable.

Not applicable: Stertil-Koni does not offer rebate programs at this time.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Total “Costs of Acquisition” charges not included in “Pricing” submitted in the Stertil-Koni proposal are:

- a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are Open Market costs to be agreed upon between the NJPA member and the Stertil-Koni distributor.
- b. Freight: FOB Stevensville

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

All shipping and delivery is FOB Stevensville, at cost.

By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous, high-quality shipping companies throughout the United States and Canada.

With the unique shape, weight and transportation considerations of our equipment, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods.

In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering. Prices offered in this proposal are:

a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

Stertil-Koni offers the following volume discounts on lifting systems:

For the purchase of 1 lifting system	29% off list price
For the purchase of 2 – 7 lifting systems	32% off list price
For the purchase of 8 or more lifting systems	33.5% off list price

21) Describe in detail your proposed exchange and return program(s) and policy(s).

The advanced heavy duty lifting systems and related products offered by Stertil Koni to NJPA members are provided after the completion of a comprehensive consultative sales process. Stertil Koni, and our network of dedicated distributors, pride ourselves on the level of interaction we have with our customers to ensure the end user gets the specific equipment to fit his or her needs. As such, Stertil Koni has not experienced the need to take product back as returned. But, rest assured that customer satisfaction is the controlling principle at Stertil Koni; and, if we could not satisfy the customer, we would gladly allow the product to be returned with no penalties. If a product needed to be exchanged due to a problem that could not be remedied in the field, Stertil-Koni would exchange this product for an identical product and provide shipping both ways for the exchanged product.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Stertil Koni products offered to NJPA members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship product to the user is paid by the user at the time of sale. This includes all locations. In accordance with the exchange and return policy stated above, and to ensure radical customer service, Stertil Koni would provide for shipping as needed to return or exchange a product which did not satisfy the end user (at SK expense).

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

In order to ensure contract compliance and proactively avoid potential errors, Stertil-Koni has established procedures and systems in place. These procedures and systems were driven in part to fully comply with

existing purchasing contracts, such as Stertil-Koni USA's GSA schedule. Regarding the order processing side of the business, we have multiple checkpoints in place.

- a) The purchase orders from NJPA customers will be reviewed by two different members of the staff.
- b) All customer purchase orders are also checked for pricing, discount and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies prior to the order being inputted into our system.
- c) Finally, we check the invoice for pricing and discount compliance before the invoice is sent to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the NJPA customer, or an incorrect order entry input on Stertil-Koni USA's end, it will be discovered in our billing department before we create the invoice.

Regarding sales reporting to NJPA and contract fees payable to NJPA, we will "tag" all sales arriving from the NJPA contract with a special code in SAP. The tagging will be done in the Order Entry Department. This process will not be unique to NJPA, but is part of all order entries. This is also the same procedure and system we are currently using for GSA sales and contract fee reporting. A recent GSA audit confirmed that the procedures and systems we have in place are working very well. The GSA auditor was very pleased with the audit, the procedures and systems in place at Stertil-Koni USA.

Industry-Specific Items

24) Describe your on-site inventory management solution, if applicable.

Not applicable: Stertil-Koni does not maintain an inventory management solution on-site for customers. That said, Stertil-Koni does maintain a robust inventory management solution (powered by SAP) at the company's warehouse location in Stevensville, Maryland and another inventory management system at our factory in Streator, Illinois.

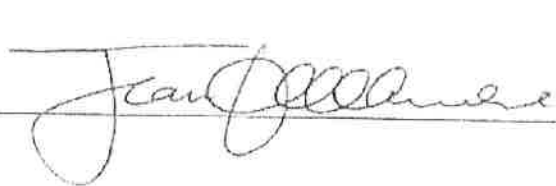
25) If you are proposing an on-site inventory management solution, can you customize it based on NJPA member requests? If so, please provide an example(s) of when and how you have done this.

Not applicable: Stertil-Koni is not proposing an on-site inventory management system for customers of our lifting systems.

26) What is your parts fill rate, if applicable?

The Stertil-Koni parts fill rate from our headquarters location in Stevensville, Maryland, is 93%. We do not have a parts fill rate associated with customer locations.

Signature: _____



Date: _____

6/5/15

Please note that a signed hard copy of the signature page appears in Section 1 of the RFP binder.



City of Chattanooga

Mayor Andy Berke

January 27, 2020

Mr. Blythe Bailey
Administrator
Chattanooga Department Of Transportation
1250 Market Street, Suite 3030
Chattanooga, TN 37402

**Subject: 193438/305735 – Guardrail Installation, Repair or Replacement –
Chattanooga Department Of Transportation**

Dear Mr. Bailey:

Council approval is recommended to issue an annual blanket contract. The proposed contract will cover Guardrail Installation, Repair and Replacement for Chattanooga Department Of Transportation (CDOT). The contract term 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 contact is \$82,000.00

The invitation to bid was sent to five (5) vendors as well as formally advertised. Four (4) responses were received as shown below. Bids are retained on file and available for your review in the Purchasing Office upon request.

Bidders

Tennessee Guardrail, Inc.
Highway Markings, Inc.
LU, Inc.
Gracie Gray Contractors, Inc.

January 27, 2020

Page 2

**Subject: 193438/305735 – Guardrail Installation, Repair or Replacement –
Chattanooga Department Of Transportation**

**I recommend awarding this blanket contract to Tennessee Guardrail, Inc., 2620
Pickel Lane, Knoxville, Tennessee 37914, as the best bid meeting specifications for
the City of Chattanooga.**

Respectfully yours,



**Vickie Haley
Interim Purchasing Director**

VH/dp

Attachments

BID SOLICITATION



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

BID OPENING DATE AND TIME: 14-JAN-20 at 2:00 PM BID NUMBER: 305735
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
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 <u>Tennessee Guardrail, Inc.</u> Address <u>2620 Pickel Lane</u> <u>Knoxville, TN 37914</u> Phone/Toll-Free No <u>865-522-9734</u> Fax No. <u>865-637-8629</u> eMail Address <u>dhoward@tennesseeguardrail.com</u> Contact Person's Name <u>Derrick Howard</u> Estimated Delivery <u>dependent on amount ordered</u> Minority-Owned Business <u>NO</u> Small Business _____ Veteran _____ Minority Woman-Owned Business <u>NO</u> Disabled Veteran _____ Woman-Owned Business <u>NO</u> **** 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 Net 30
TELEPHONE NUMBER: 865-522-9734

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

COMPANY: Tennessee Guardrail, Inc.
SIGNATURE: Derrick Howard
NAME AND TITLE: Derrick Howard - Division Manager

BID SOLICITATION



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

BID OPENING DATE AND TIME:

14-JAN-20 at 2:00 PM

BID NUMBER: 305735

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	TDOT 705-01.01 GUARDRAIL AT BRIDGE ENDS	2	Linear Foot	\$ <u>150.00</u>	\$ <u>300.00</u>
2	TDOT 705-06.01 W BEAM GUARDRAIL (TYPE 2) MASH TL3	1100	Linear Foot	\$ <u>22.00</u>	\$ <u>24,200.00</u>
3	TDOT 705-06.02 W BEAM GUARDRAIL (TYPE 2) MASH TL3 (LONG POST)	150	Linear Foot	\$ <u>28.00</u>	\$ <u>4,200.00</u>
4	TDOT 706-06.03 RADIUS RAIL	50	Linear Foot	\$ <u>33.00</u>	\$ <u>1,650.00</u>
5	TDOT 705-02.10 GUARDRAIL TRANSITION 27IN TO 31IN	5	Each	\$ <u>125.00</u>	\$ <u>625.00</u>
6	TDOT 706-10.26 ROUNDED END ELEMENT - buffered end part of a type 13	2	Each	\$ <u>50.00</u>	\$ <u>100.00</u>
7	TDOT 705-04.03 GUARDRAIL TERMINAL (TYPE 13)	5	Each	\$ <u>1,125.00</u>	\$ <u>5,625.00</u>
8	TDOT 705-06.10 GUARDRAIL TERMINAL TRAILING END (TYPE 13) MASH TL3	2	Each	\$ <u>1,125.00</u>	\$ <u>2,250.00</u>
9	TDOT 705-06.20 TANGENT ENERGY ABSORBING TERMINAL MASH TL-3 type 38	1	Each	\$ <u>3,090.00</u>	\$ <u>3,090.00</u>
10	TDOT 705-06.30 ENERGY ABSORBING TERMINAL MASH TL-2 type 21	9	Each	\$ <u>2,715.00</u>	\$ <u>24,435.00</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: Net 30
TELEPHONE NUMBER: 865-582-9734

COMPANY: Tennessee Guardrail, Inc.
SIGNATURE: Derrick Howard
NAME AND TITLE: Derrick Howard
Division Manager

BID SOLICITATION



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

BID OPENING DATE AND TIME: 14-JAN-20 at 2:00 PM BID NUMBER: 305735
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	TDOT 705-04.10 EARTH PAD FOR GUARDRAIL END TREATMENT	10	Each	\$ <u>1,150.00</u>	\$ <u>11,500.00</u>
12	TDOT 706-02.21 RESET SINGLE GUARDRAIL (TYPE 2)	100	Linear Foot	\$ <u>10.80</u>	\$ <u>1,080.00</u>
13	TDOT 706-10.81 GUARDRAIL REFLECTORS	20	Each	\$ <u>15.60</u>	\$ <u>312.00</u>
14	TDOT 705-04.21 GUARDRAIL DELINEATION ENHANCEMENT	100	Linear Foot	\$ <u>4.25</u>	\$ <u>425.00</u>
15	TDOT 706-10.54 RE-ALIGN GUARDRAIL	300	Linear Foot	\$ <u>5.00</u>	\$ <u>1,500.00</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: 865-522-9734

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

COMPANY: Tennessee Guardrail, Inc.

SIGNATURE: Derrick Howard

NAME AND TITLE: Derrick Howard Division Manager



City of Chattanooga

Mayor Andy Berke

January 28, 2020

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

Subject: 192085 / 305707 – Air Filters – Facilities Management Division – Public Works Department

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract for Air Filters by Facilities Management Division. 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 not to exceed \$70,000.

The invitation to bid was sent to fourteen (14) vendors as well as formally advertised. Bids were received from three (3) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Air Filtration Service, Inc
Johnstone Supply

eSpin Technologies, Inc

Page 2
Air Filters

I recommend awarding the blanket contract for Air Filters to Air Filtration Service, Inc, 2811 Dodson Avenue, Chattanooga, TN 37406. Johnstone Supply and eSpin Technologies, Inc was not considered due to incomplete bids. Consequently, the bid from Air Filtration Service, Inc is the best complete and lowest bid meeting all specifications for the City of Chattanooga.

Respectfully yours,



Vickie Haley
Interim Director of Purchasing

VH/mlm

Attachments

Air Filter USA Inc.
8282 Warren Road
Houston, TX 77040

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

Air Filtration Service, Inc.
2811 Dodson Avenue
Chattanooga, TN 37406

Mountain City Service, Inc.
2408 Taft Highway
Walden, TN 37377

W.J. O'Neil Company
500 West 26th Avenue
Chattanooga, TN 37408

C.C. Dickson Company
1600 East 20th Street
Chattanooga, TN 37404

Partners Supply Company
4316 North Creek Road
Chattanooga, TN 37406

Global Industrial
11 Harbor Park Drive
Port Washington, NY 11050

Ed's Supply Company
3011 South Hickory Street
Chattanooga, TN 37407

Johnstone Supply
1524 East Main Street
Chattanooga, TN 37404

Team Air Distributing Inc.
2312A East 28th Street
Chattanooga, TN 37407

Koch Filter Corporation
625 West Hill Street
Louisville, KY 40208

Baker Distributing Company
4191 S. Creek Road B
Chattanooga, TN 37406

eSpin Technologies, Inc
7151 Discovery Drive
Chattanooga, TN 37406

**Bid Tabulation - Bid No. 306707 / Req No. 192085
Air Filters**

Item #	Unit	Estimated Quantity	Air Filtration Service		Johnstone Supply		eSpin Technologies, Inc	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Each	12	\$ 2.35	\$ 28.20	\$ 3.17	\$ 38.04	\$ 3.13	\$ 37.56
2	Each	10	\$ 2.49	\$ 24.90	\$ 3.91	\$ 39.10	\$ 6.27	\$ 62.70
3	Each	5	\$ 4.28	\$ 21.40	-	-	\$ 7.63	\$ 38.15
4	Each	10	\$ 4.28	\$ 42.80	-	-	\$ 7.66	\$ 76.60
5	Each	30	\$ 2.55	\$ 76.50	\$ 3.99	\$ 119.70	\$ 8.57	\$ 257.10
6	Each	20	\$ 2.49	\$ 49.80	\$ 4.10	\$ 82.00	\$ 6.96	\$ 139.20
7	Each	20	\$ 2.66	\$ 53.20	\$ 3.96	\$ 79.20	\$ 6.12	\$ 122.40
8	Each	10	\$ 4.16	\$ 41.60	\$ 8.73	\$ 87.30	\$ 10.20	\$ 102.00
9	Each	10	\$ 28.01	\$ 280.10	-	-	\$ 14.91	\$ 149.10
10	Each	10	\$ 5.68	\$ 56.80	-	-	\$ 8.76	\$ 87.60
11	Each	5	\$ 6.22	\$ 31.10	-	-	\$ 7.19	\$ 35.95
12	Each	10	\$ 6.26	\$ 62.60	\$ 4.38	\$ 43.80	\$ 8.93	\$ 89.30
13	Each	50	\$ 2.55	\$ 127.50	\$ 3.99	\$ 199.50	\$ 7.08	\$ 354.00
14	Each	20	\$ 4.29	\$ 85.80	-	-	-	-
15	Each	6	\$ 5.43	\$ 32.58	-	-	-	-
16	Each	24	\$ 2.59	\$ 62.16	\$ 4.27	\$ 102.48	\$ 8.27	\$ 198.48
17	Each	20	\$ 2.84	\$ 56.80	\$ 3.45	\$ 69.00	\$ 7.91	\$ 158.20
18	Each	4	\$ 3.60	\$ 14.40	\$ 4.01	\$ 16.04	\$ 8.96	\$ 35.84
19	Each	80	\$ 3.63	\$ 290.40	\$ 4.68	\$ 374.40	\$ 7.64	\$ 611.20
20	Each	90	\$ 2.46	\$ 221.40	\$ 3.74	\$ 336.60	\$ 7.39	\$ 665.10
21	Each	150	\$ 2.66	\$ 399.00	\$ 3.11	\$ 466.50	\$ 6.76	\$ 1,014.00
22	Each	10	\$ 4.48	\$ 44.80	\$ 8.27	\$ 82.70	\$ 9.24	\$ 92.40
23	Each	60	\$ 3.59	\$ 215.40	\$ 3.98	\$ 238.80	\$ 6.53	\$ 391.80
24	Each	10	\$ 5.83	\$ 58.30	\$ 11.22	\$ 112.20	\$ 13.04	\$ 130.40
25	Each	30	\$ 2.71	\$ 81.30	\$ 3.38	\$ 101.40	\$ 7.90	\$ 237.00
26	Each	125	\$ 3.04	\$ 380.00	\$ 4.08	\$ 510.00	\$ 6.38	\$ 797.50
27	Each	4	\$ 4.81	\$ 19.24	\$ 8.34	\$ 33.36	\$ 10.73	\$ 42.92
28	Each	4	\$ 5.43	\$ 21.72	\$ 5.81	\$ 23.24	\$ 10.06	\$ 40.24

Item #	Unit	Estimated Quantity	Air Filtration Service		Johnstone Supply		eSpin Technologies, Inc	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
29	Each	16	\$ 5.03	\$ 80.48	\$ 4.68	\$ 74.88	\$ 7.76	\$ 124.16
30	Each	10	\$ 3.60	\$ 36.00	\$ 4.62	\$ 46.20	\$ 8.34	\$ 83.40
31	Each	120	\$ 3.35	\$ 402.00	\$ 4.79	\$ 574.80	\$ 7.24	\$ 868.80
32	Each	32	\$ 3.50	\$ 112.00	\$ 4.84	\$ 154.88	\$ 6.69	\$ 214.08
33	Each	10	\$ 7.04	\$ 70.40	-	-	\$ 9.64	\$ 96.40
34	Each	225	\$ 2.74	\$ 616.50	\$ 4.04	\$ 909.00	\$ 7.78	\$ 1,750.50
35	Each	125	\$ 3.09	\$ 386.25	\$ 4.21	\$ 526.25	\$ 7.37	\$ 921.25
36	Each	7	\$ 4.79	\$ 33.53	\$ 8.72	\$ 61.04	\$ 10.67	\$ 74.69
37	Each	8	\$ 3.20	\$ 25.60	\$ 4.74	\$ 37.92	\$ 8.67	\$ 69.36
38	Each	50	\$ 3.63	\$ 181.50	\$ 4.71	\$ 235.50	\$ 7.07	\$ 353.50
39	Each	20	\$ 3.13	\$ 62.60	\$ 4.48	\$ 89.60	\$ 8.69	\$ 173.80
40	Each	250	\$ 3.53	\$ 882.50	\$ 4.79	\$ 1,197.50	\$ 7.47	\$ 1,867.50
41	Each	50	\$ 5.50	\$ 275.00	\$ 9.39	\$ 469.50	\$ 12.52	\$ 626.00
42	Each	30	\$ 4.08	\$ 122.40	\$ 5.39	\$ 161.70	\$ 9.53	\$ 285.90
43	Each	30	\$ 6.59	\$ 197.70	\$ 6.77	\$ 203.10	\$ 8.54	\$ 256.20
44	Each	60	\$ 3.54	\$ 212.40	\$ 5.19	\$ 311.40	\$ 9.10	\$ 546.00
45	Each	125	\$ 3.95	\$ 493.75	\$ 4.86	\$ 607.50	\$ 8.26	\$ 1,032.50
46	Each	30	\$ 6.28	\$ 188.40	\$ 10.31	\$ 309.30	\$ 15.71	\$ 471.30
47	Each	10	\$ 40.86	\$ 408.60	-	-	\$ 32.20	\$ 322.00
48	Each	10	\$ 9.06	\$ 90.60	\$ 7.95	\$ 79.50	\$ 11.43	\$ 114.30
49	Each	8	\$ 9.06	\$ 72.48	\$ 7.95	\$ 63.60	\$ 11.43	\$ 91.44
50	Each	5	\$ 19.81	\$ 99.05	-	-	\$ 19.19	\$ 95.95
51	Each	10	\$ 6.61	\$ 66.10	\$ 6.79	\$ 67.90	\$ 10.34	\$ 103.40
52	Each	10	\$ 13.70	\$ 137.00	\$ 13.48	\$ 134.80	\$ 14.19	\$ 141.90
53	Each	10	\$ 5.98	\$ 59.80	-	-	\$ 13.02	\$ 130.20
54	Each	10	\$ 6.39	\$ 63.90	-	-	\$ 14.82	\$ 148.20
55	Each	10	\$ 10.80	\$ 108.00	-	-	\$ 21.30	\$ 213.00
56	Each	80	\$ 321.71	\$ 25,736.80	-	-	-	-
57	Each	10	\$ 5.05	\$ 50.50	-	-	-	-
58	Each	10	\$ 5.05	\$ 50.50	-	-	-	-
59	Each	10	\$ 8.14	\$ 81.40	-	-	-	-

Item #	Unit	Estimated Quantity	Air Filtration Service		Johnstone Supply		eSpin Technologies, Inc	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
60	Each	10	\$ 9.15	\$ 91.50	\$ -	\$ -	\$ -	\$ -
61	Each	10	\$ 20.84	\$ 208.40	\$ -	\$ -	\$ -	\$ -
62	Each	10	\$ 4.19	\$ 41.90	\$ -	\$ -	\$ -	\$ -
63	Each	12	\$ 9.06	\$ 108.72	\$ -	\$ -	\$ -	\$ -
64	Each	10	\$ 4.28	\$ 42.80	\$ -	\$ -	\$ -	\$ -
65	Each	5	\$ 5.68	\$ 28.40	\$ -	\$ -	\$ -	\$ -
66	Each	5	\$ 11.15	\$ 55.75	\$ -	\$ -	\$ -	\$ -
67	Each	6	\$ 15.54	\$ 93.24	\$ -	\$ -	\$ -	\$ -
68	Each	8	\$ 2.71	\$ 21.68	\$ -	\$ -	\$ -	\$ -
69	Each	8	\$ 3.04	\$ 24.32	\$ -	\$ -	\$ -	\$ -
70	Each	10	\$ 5.05	\$ 50.50	\$ -	\$ -	\$ -	\$ -
71	Each	5	\$ 17.24	\$ 86.20	\$ -	\$ -	\$ -	\$ -
72	Each	6	\$ 17.24	\$ 103.44	\$ -	\$ -	\$ -	\$ -
73	Each	16	\$ 2.74	\$ 43.84	\$ -	\$ -	\$ -	\$ -
74	Each	5	\$ 15.54	\$ 77.70	\$ -	\$ -	\$ -	\$ -
75	Each	8	\$ 8.41	\$ 67.28	\$ -	\$ -	\$ -	\$ -
76	Each	10	\$ 2.26	\$ 22.60	\$ -	\$ -	\$ -	\$ -
77	Each	10	\$ 2.26	\$ 22.60	\$ -	\$ -	\$ -	\$ -
78	Each	10	\$ 2.78	\$ 27.80	\$ -	\$ -	\$ -	\$ -
79	Each	10	\$ 2.26	\$ 22.60	\$ -	\$ -	\$ -	\$ -
80	Each	10	\$ 2.98	\$ 29.80	\$ -	\$ -	\$ -	\$ -
81	Each	10	\$ 2.26	\$ 22.60	\$ -	\$ -	\$ -	\$ -
82	Each	5	\$ 3.14	\$ 15.70	\$ -	\$ -	\$ -	\$ -
83	Each	10	\$ 2.10	\$ 21.00	\$ -	\$ -	\$ -	\$ -
84	Each	10	\$ 2.10	\$ 21.00	\$ -	\$ -	\$ -	\$ -
85	Each	5	\$ 3.14	\$ 15.70	\$ -	\$ -	\$ -	\$ -
86	Each	10	\$ 2.10	\$ 21.00	\$ -	\$ -	\$ -	\$ -
87	Each	10	\$ 2.26	\$ 22.60	\$ -	\$ -	\$ -	\$ -
88	Each	5	\$ 3.54	\$ 17.70	\$ -	\$ -	\$ -	\$ -
89	Each	10	\$ 3.08	\$ 30.80	\$ -	\$ -	\$ -	\$ -
90	Each	10	\$ 81.01	\$ 810.10	\$ 56.50	\$ 565.00	\$ -	\$ -

		Air Filtration Service		Johnstone Supply		eSpin Technologies, Inc		
Item #	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
91	Each	10	\$ 110.95	\$ 1,109.50	\$ 83.71	\$ 837.10	\$ -	\$ -
92	Each	10	\$ 117.88	\$ 1,178.80	\$ 103.42	\$ 1,034.20	\$ -	\$ -
93	Each	15	\$ 13.34	\$ 200.10	-	-	\$ 13.93	\$ 208.95
94	Each	80	\$ 64.86	\$ 5,188.80	-	-	-	-
95	Each	20	\$ 81.06	\$ 1,621.20	-	-	-	-
96	Each	30	\$ 327.06	\$ 9,811.80	-	-	-	-
97	Each	100	\$ 99.72	\$ 9,972.00	-	-	-	-
98	Each	10	\$ 31.04	\$ 310.40	\$ 45.85	\$ 458.50	\$ 39.16	\$ 391.60
99	Each	10	\$ 45.71	\$ 457.10	\$ 53.18	\$ 531.80	\$ 52.91	\$ 529.10
100	Percent	1	\$ -20%	\$ (0.20)	\$ 0%	\$ -	\$ 0%	\$ -
		TOTAL		66,402.51		12,897.83		18,272.12
Contact:		Steve Holley		Josh Lee		James Adams		
Location:		2811 Dodson Ave. Chatt, TN 37406		1524 East Main Street Chattanooga, TN 37404		7151 Discovery Drive Chatt, TN 37416		

Date: December 4, 2019

Requisition No.: 192085

**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 December 18, 2019*

**Requisition / Bid No.: R192085 / 305707
Ordering Dept.: Facilities Division, Public Works / City Wide
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Air Filters

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

2:00 P.M., EST on December 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.htm>

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: Air Filtration Service

Mailing Address: P.O. Box 80025

City & Zip Code: Chattanooga, TN 37406

Phone/Toll Free No.: 423-624-8900

Fax No.: 423-624-8964

E-Mail Address: office@airfiltration-service.com

Contact Person: Steve Holley

Company Title: President

Signature: Steve Holley

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.

BID OPENING DATE AND TIME:

18-DEC-19 at 2:00 PM

BID NUMBER: 305707

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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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
<p>Requisition / Bid# No.: 192085 / 305707 Ordering Dept : Facilities Management Division, Public Works Buyer: Mark McKeel Phone No : 423-643-7236</p> <p>Items Being Purchased: Air Filters; Various Sizes</p> <p>ATTACHMENTS: 1 Bid Form (1 pages) 2. Affirmative Action Plan (2 pages) 3 Iran Divestment Act (1 page) 4 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.</p> <p>This Shall Be A twelve (12) Month Blanket Contract To Supply Air Filters for City Buildings</p> <p>The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Months 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</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON DECEMBER 18, 2019 ***</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305707) ON OUTSIDE PACKAGING</p> <p>PLEASE DO NOT EMAIL BIDS</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>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.</p> <p>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</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</p>					

BID SOLICITATION



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

<p>BID OPENING DATE AND TIME: 18-DEC-19 at 2:00 PM</p> <p>BID NUMBER: 305707</p>
<p>BUYER: PHONE #: (423) 643-7230 DELIVERY REQUIRED:</p>

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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I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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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 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 Air Filtration Service
Address 2811 Dodson Ave.
Chattanooga, TN 37406
Phone/Toll-Free No. 423-624-8900
Fax No. 423-624-8964
eMail Address office@airfiltrationservice.com
Contact Person's Name Steve Holley
Estimated Delivery 1 day on standard stocked items
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: 423-624-8900

COMPANY Air Filtration Service
SIGNATURE Steve Holley
NAME AND TITLE Steve Holley
President

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 18-DEC-19 at 2:00 PM

BID NUMBER: 305707

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
1	Air Filters (City Wide); See Attached Bid Form for Bidding	40000	Each	_____	_____

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

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

TERMS OF PAYMENT: net 30

TELEPHONE NUMBER: 423-624-8900

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

COMPANY: Air Filtration Service

SIGNATURE Steve Holley

NAME AND TITLE Steve Holley
President

Bid Document for Air Filters
 Bid# 305707

Line	Description	Manufacturer	Part Number	Cost	Estimated Quantity Per Year	Extended Cost
1	Air Filter, Pleated, 10 x 10 x 1, MERV 8	Glasfloss	BX 10101	2.35	12	\$28.20
2	Air Filter, Pleated, 10 x 20 x 1, MERV 8	Glasfloss	BX 10201	2.49	10	\$24.90
3	Air Filter, Pleated, 11 x 11 x 1, MERV 8	Glasfloss	BX 11111	4.28	5	\$21.40
4	Air Filter, Pleated, 11 x 12 x 1, MERV 8	Glasfloss	BX 11121	4.28	10	\$42.80
5	Air Filter, Pleated, 12 x 20 x 1, MERV 8	Glasfloss	BX 12201	2.55	30	\$76.50
6	Air Filter, Pleated, 12 x 24 x 1, MERV 8	Glasfloss	BX 12241	2.49	20	\$49.80
7	Air Filter, Pleated, 12 x 24 x 2, MERV 8	Glasfloss	BX 12242	2.66	20	\$53.20
8	Air Filter, Pleated, 12 x 24 x 4, MERV 8	Glasfloss	BX 12244	4.16	10	\$41.60
9	Air Filter, Pleated, 12 x 24 x 6, MERV 8	Glasfloss	ZPS1224645B0	28.01	10	\$280.10
10	Air Filter, Pleated, 13 x 19 x 1, MERV 8	Glasfloss	BX 13191	5.68	10	\$56.80
11	Air Filter, Pleated, 14 x 16 x 2, MERV 8	Glasfloss	BX 14162	6.22	5	\$31.10
12	Air Filter, Pleated, 14 x 18 x 1, MERV 8	Glasfloss	BX 14181	6.26	10	\$62.60
13	Air Filter, Pleated, 14 x 20 x 1, MERV 8	Glasfloss	BX 14201	2.55	50	\$127.50
14	Air Filter, Pleated, 14 x 24 x 1, MERV 8, Yellow Media in card board frame with wire on both sides	Glasfloss	BX 14241	4.29	20	\$85.80
15	Air Filter, Pleated, 14 x 30 x 1, MERV 8, Yellow Media in card board frame with wire on both sides	Glasfloss	BX 14301	5.43	6	\$32.58
16	Air Filter, Pleated, 15 x 20 x 1, MERV 8	Glasfloss	BX 15201	2.59	24	\$62.16
17	Air Filter, Pleated, 15 x 20 x 2, MERV 8	Glasfloss	BX 15202	2.84	20	\$56.80
18	Air Filter, Pleated, 16 x 16 x 1, MERV 8	Glasfloss	BX 16161	3.60	4	\$14.40
19	Air Filter, Pleated, 16 x 16 x 2, MERV 8	Glasfloss	BX 16162	3.63	80	\$290.40
20	Air Filter, Pleated, 16 x 20 x 1, MERV 8	Glasfloss	BX 16201	2.46	90	\$221.40
21	Air Filter, Pleated, 16 x 20 x 2, MERV 8	Glasfloss	BX 16202	2.66	150	\$399.00
22	Air Filter, Pleated, 16 x 24 x 2, MERV 8	Glasfloss	BX 16242	4.48	10	\$44.80
23	Air Filter, Pleated, 16 x 24 x 4, MERV 8	Glasfloss	BX 16244	3.59	60	\$215.40
24	Air Filter, Pleated, 16 x 25 x 1, MERV 8	Glasfloss	BX 16251	5.83	10	\$58.30
25	Air Filter, Pleated, 16 x 25 x 2, MERV 8	Glasfloss	BX 16252	2.71	30	\$81.30
26	Air Filter, Pleated, 16 x 25 x 4, MERV 8	Glasfloss	BX 16254	3.04	125	\$380.00
27	Air Filter, Pleated, 16 x 30 x 1, MERV 8	Glasfloss	BX 16301	4.81	4	\$19.24
28	Air Filter, Pleated, 18 x 18 x 1, MERV 8	Glasfloss	BX 18181	5.43	4	\$21.72
29	Air Filter, Pleated, 18 x 20 x 2, MERV 8	Glasfloss	BX 18202	5.03	16	\$80.48
30	Air Filter, Pleated, 18 x 24 x 1, MERV 8	Glasfloss	BX 18241	3.60	10	\$36.00
31	Air Filter, Pleated, 18 x 24 x 2, MERV 8	Glasfloss	BX 18242	3.35	120	\$402.00
32	Air Filter, Pleated, 18 x 24 x 4, MERV 8	Glasfloss	BX 18244	3.50	32	\$112.00
33	Air Filter, Pleated, 19 x 19.5 x 1, MERV 8	Glasfloss	BX 1919.51	7.04	10	\$70.40

Line	Description	Manufacturer	Part Number	Cost	Estimated Quantity Per Year	Extended Cost
34	Air Filter, Pleated, 20 x 20 x 1, MERV 8	Glasfloss	BX 20201	2.74	225	\$616.50
35	Air Filter, Pleated, 20 x 20 x 2, MERV 8	Glasfloss	BX 20202	3.09	125	\$386.25
36	Air Filter, Pleated, 20 x 20 x 4, MERV 8	Glasfloss	BX 20204	4.79	7	\$33.53
37	Air Filter, Pleated, 20 x 24 x 1, MERV 8	Glasfloss	BX 20241	3.20	8	\$25.60
38	Air Filter, Pleated, 20 x 24 x 2, MERV 8	Glasfloss	BX 20242	3.63	50	\$181.50
39	Air Filter, Pleated, 20 x 25 x 1, MERV 8	Glasfloss	BX 20251	3.13	20	\$62.60
40	Air Filter, Pleated, 20 x 25 x 2, MERV 8	Glasfloss	BX 20252	3.53	250	\$882.50
41	Air Filter, Pleated, 20 x 25 x 4, MERV 8	Glasfloss	BX 20254	5.50	50	\$275.00
42	Air Filter, Pleated, 20 x 30 x 1, MERV 8	Glasfloss	BX 20301	4.08	30	\$122.40
43	Air Filter, Pleated, 20 x 30 x 2, MERV 8	Glasfloss	BX 20302	6.59	30	\$197.70
44	Air Filter, Pleated, 24 x 24 x 1, MERV 8	Glasfloss	BX 24241	3.54	60	\$212.40
45	Air Filter, Pleated, 24 x 24 x 2, MERV 8	Glasfloss	BX 24242	3.95	125	\$493.75
46	Air Filter, Pleated, 24 x 24 x 4, MERV 8	Glasfloss	BX 24244	6.28	30	\$188.40
47	Air Filter, Pleated, 24 x 24 x 6 with header, MERV 8	Glasfloss	ZPS 2424645H0	40.86	10	\$408.60
48	Air Filter, Pleated, 24 x 25 x 1, MERV 8	Glasfloss	BX 24251	9.06	10	\$90.60
49	Air Filter, Pleated, 24 x 25 x 1, MERV 8	Glasfloss	BX 24251	9.06	8	\$72.48
50	Air Filter, Pleated, 24 x 26 x 4, MERV 8	Glasfloss	BX 24264	19.81	5	\$99.05
51	Air Filter, Pleated, 24 x 30 x 1, MERV 8	Glasfloss	BX 24301	6.61	10	\$66.10
52	Air Filter, Pleated, 24 x 36 x 1, MERV 8	Glasfloss	BX 24361	13.70	10	\$137.10
53	Air Filter, Pleated, Carbon, 16 x 20 x 1, MERV 8	Quality	OB 16201	5.98	10	\$59.80
54	Air Filter, Pleated, Carbon, 20 x 20 x 1, MERV 8	Quality	OB 20201	6.39	10	\$63.90
55	Air Filter, Pleated, Carbon, 24 x 24 x 2, MERV 8	Quality	OB 24242	10.80	10	\$108.00
56	Air Filter, Pleated, Carbon, 24 x 24 x 12, MERV 8, 10 Pleats/5Packs	Tri Dim	540 242412NH	321.71	80	\$25736.80
57	Air Filter, Pleated, Exact Frame Dimensions, 8 x 21.25 x 1, MERV 8	Glasfloss	BX 0821.251	5.05	10	\$50.50
58	Air Filter, Pleated, Exact Frame Dimensions, 8.25 x 21 x 1, MERV 8	Glasfloss	BX 08.25211	5.05	10	\$50.50
59	Air Filter, Pleated, Exact Frame Dimensions, 8.25 x 32.25 x 1, MERV 8	Glasfloss	BX 08.2532.251	8.14	10	\$81.40
60	Air Filter, Pleated, Exact Frame Dimensions, 10 x 36 x 1, MERV 8	Glasfloss	BX 10361	9.15	10	\$91.50
61	Air Filter, Pleated, Exact Frame Dimensions, 10 x 60.25 x 1, MERV 8	Glasfloss	BX 1060.251	20.84	10	\$208.40
62	Air Filter, Pleated, Exact Frame Dimensions, 23.5 x 23.5 x 1, 3-Ply MERV 8 Yellow Media, 4 wires across and 4 wire cross members on frame	Tri Dim	TD- 2424- 15/40	4.19	10	\$41.90
63	Air Filter, Pleated, Exact Frame Dimensions, 23-3/8 x 29-1/2 x 3/4, MERV 8	Glasfloss	BX 23.375 29.51	9.06	12	\$108.72
64	Air Filter, Pleated, Exact Frame Dimensions, 7.75 x 11.75 x .75, MERV 8	Glasfloss	BX 07.75 11.75 1	4.28	10	\$42.80
65	Air Filter, Pleated, Exact Frame Dimensions, Sized, 11 7/8 x 19 5/8 x .75, MERV 8	Glasfloss	BX 11.875 19.625 1	5.68	5	\$28.40
66	Air Filter, Pleated, Exact Frame Dimensions, Sized, 15.25 x 31.5 x 1.75, MERV 8, Media length should be 11-3/4"	Glasfloss	BX 15.25 31.5 1.75 4	11.15	5	\$55.75
67	Air Filter, Pleated, Exact Frame Dimensions, 15.375 x 24.375 x 3.75, MERV 8	Glasfloss	BX 15.375 24.375 4	15.54	6	\$93.24
68	Air Filter, Pleated, Exact Frame Dimensions, 15.5 x 24.5 x .75, MERV 8	Glasfloss	BX 16 25 1	2.71	8	\$21.68
69	Air Filter, Pleated, Exact Frame Dimensions, 15.5 x 24.5 x 1.5, MERV 8	Glasfloss	BX 1625 2	3.04	8	\$24.32

Line	Description	Manufacturer	Part Number	Cost	Estimated Quantity Per Year	Extended Cost
70	Air Filter, Pleated, Exact Frame Dimensions, 19.25 x 9.25 x .75, MERV 8	Glasfloss	BX 09.25 19.25 1	5.05	10	\$ 50.50 -
71	Air Filter, Pleated, Exact Frame Dimensions, 19.25 x 24.25 x 3.5, MERV 8	Glasfloss	BX 19.25 24.25 4	17.24	5	\$ 86.20 -
72	Air Filter, Pleated, Exact Frame Dimensions, 19.375 x 24.375 x 3.75, MERV 8	Glasfloss	BX 19.375 24.375 4	17.24	6	\$ 103.44 -
73	Air Filter, Pleated, Exact Frame Dimensions, 19.5 x 19.5 x .75, MERV 8	Glasfloss	BX 20 20 1	2.74	16	\$ 43.84 -
74	Air Filter, Pleated, Exact Frame Dimensions, 19.75 x 19.5 x 3.5, MERV 8, Provide Handle on One Side	Glasfloss	BX 19.5 19.75 4	15.54	5	\$ 77.70 -
75	Air Filter, Pleated, Exact Frame Dimensions, 21.5 x 23.5 x .75, MERV 8	Glasfloss	BX 22 24 1	8.41	8	\$ 67.28 -
76	Air Filter, Poly, 10 x 20 x 1, MERV 8	Glasfloss	PTA 10 20 1	2.26	10	\$ 22.60 -
77	Air Filter, Poly, 10 x 24 x 1, MERV 8	Glasfloss	PTA 10 24 1	2.26	10	\$ 22.60 -
78	Air Filter, Poly, 12 x 12 x 1, MERV 8	Glasfloss	PTA 12 12 1	2.78	10	\$ 27.80 -
79	Air Filter, Poly, 12 x 20 x 1, MERV 8	Glasfloss	PTA 12 20 1	2.26	10	\$ 22.60 -
80	Air Filter, Poly, 12 x 30 x 1, MERV 8	Glasfloss	PTA 12 30 1	2.99	10	\$ 29.90 -
81	Air Filter, Poly, 14 x 20 x 1, MERV 8	Glasfloss	PTA 14 20 1	2.26	10	\$ 22.60 -
82	Air Filter, Poly, 14 x 24 x 1, MERV 8	Glasfloss	PTA 14 24 1	3.14	5	\$ 15.70 -
83	Air Filter, Poly, 16 x 20 x 1, MERV 8	Glasfloss	PTA 16 20 1	2.10	10	\$ 21.10 -
84	Air Filter, Poly, 16 x 25 x 1, MERV 8	Glasfloss	PTA 16 25 1	2.10	10	\$ 21.10 -
85	Air Filter, Poly, 18 x 24 x 1, MERV 8	Glasfloss	PTA 18 24 1	3.14	5	\$ 15.70 -
86	Air Filter, Poly, 20 x 20 x 1, MERV 8	Glasfloss	PTA 20 20 1	2.10	10	\$ 21.10 -
87	Air Filter, Poly, 20 x 25 x 1, MERV 8	Glasfloss	PTA 20 25 1	2.26	10	\$ 22.60 -
88	Air Filter, Poly, 20 x 30 x 1, MERV 8	Glasfloss	PTA 20 30 1	3.54	5	\$ 17.70 -
89	Air Filter, Poly, 24 x 24 x 1, MERV 8	Glasfloss	PTA 24 24 1	3.08	10	\$ 30.80 -
90	Air Filter, Specialty, 12 x 24 x 12, MERV 8, VariCel SH #331-946-150	Glasfloss	MAGG H 24 12 B30X	81.01	10	\$ 810.10 -
91	Air Filter, Specialty, 20 x 24 x 12, MERV 8, VariCel SH #331-946-189	Glasfloss	MAGG H 24 20 B30X	110.95	10	\$ 1109.50 -
92	Air Filter, Specialty, 24 x 24 x 12, MERV 8, VariCel SH #331-946-148	Glasfloss	MAGG H 24 24 B30X	117.88	10	\$ 1178.80 -
93	Air Filter, Specialty, 20 x 80 Poly Link filters, MERV 8, Glasfloss/manufacture for Poolpak #PL2080-20	Tri Dim	TD-2080-15/40	13.34	15	\$ 200.10 -
94	Air Filter, Metal, Waffle, 24 x 24 x 2, MERV 8, Joy Part No. P0540009-189 (no substitutions)	Filter Mart	FM-23-0860	64.86	80	\$ 5188.80 -
95	Filter, Panel Element, Dollinger 3507454, #643-3360, Metal, MERV 8 (no substitutions)	Filter Mart	FM-23-0048	81.06	20	\$ 1621.20 -
96	Filter, Panel Element, Dollinger, #MVP6020-2424, Metal, MERV 8 (no substitutions)	Filter Mart	FM-23-2873	327.06	30	\$ 9811.80 -
97	Filter, Desiccant Breather, DES-CASE, Part No. DC-4, MERV 8 (no substitutions)	Waller	DC4. DES CASE	99.72	100	\$ 9972.00 -
98	Air Filter, Metal, 12 x 24 x 6, MERV 14, Rigid, Flanders PRP95S2406H; Prefer Generic Filters made to Specs of mentioned Filter	Glasfloss	ZPS12 24 6 95 H0	31.04	10	\$ 310.40 -
99	Air Filter, Metal, 24 x 24 x 6, MERV 14, Rigid, Flanders PRP95S4406H; Prefer Generic Filters made to Specs of mentioned Filter	Glasfloss	ZPS 24 24 6 95 H0	45.71	10	\$ 450.71 -

Line	Description	Manufacturer	Part Number	Cost	Estimated Quantity Per Year	Extended Cost
100	<p>20 %; Provide Percentage Discount, Markup or Net Cost for Air Filters Not Listed Above - This includes any Non-Pleated and other Specialty Air Filters. (Please indicate (-) for Discount, (+) for Markup or (0) for Net. If the -, + or 0 are not listed with the percentage, the City will consider this to be (+) Markup.)</p>					
Total: \$						-

66,396.52

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.

Steve Holby

(Signature of Contractor)

President Air Filtration Service

(Title and Name of Construction Company)

12/18/19

(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) Steve Holley
(PRINTED NAME) Steve Holley
(BUSINESS NAME) Air Filtration Service
(DATE) 12/18/19

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 Quote Responses:

Steve Holley (Vendor Agent name), states that:

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

Filtration Service (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305707, 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:

Steve Holley

Printed Name:

Steve Holley

Title: President

Date: 12/18/19



City of Chattanooga

Mayor Andy Berke

January 24, 2020

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

Subject: 193862 / 305736 Bulk Quicklime – Waste Resources Division, Public Works

Dear Mr. Holland:

The Public Works Department may now seek Council approval to issue a blanket contract for Liquid Sodium Hypochlorite for the Waste Resources Division. 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 \$500,000.

The invitation to bid was sent out to seven (7) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend awarding the blanket contract for Bulk Quicklime to Mississippi Lime Co., 3870 S Lindbergh Blvd. Ste 200, St. Louis, MO 63127, as the best bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/ab

Attachments

Mississippi Lime Co.
3870 S Lindbergh Blvd. Ste. 200
St. Louis, MO 63127

Lhoist North America
3309 Hwy. 31
Calera, AL 35040

Carmeuse Lime & Stone
11 Stanwix Street 21st Fl.
Pittsburgh, PA 15222

Dycho Co.
412 Meridian Street
Niota, TN 37826

PVS Chemicals, Inc.
10900 Harper Avenue
Detroit, MI 48213

Cheney Lime & Cement Co.
PO Box 160
Allgood, AL 35013

Greer Industries, Inc.
PO Box 1900
Morgantown, WV 26507

Bid Tabulation - 305736

Bid 305736 Bulk Quicklime

Item #	Item	Quantity	Unit	Mississippi Lime Co. Unit Price	Total Price	Carmeuse Lime, Inc. Unit Price	Total Price
1	Bulk Quicklime	2500	Ton	194.160	\$ 485,400.00	219.69	\$ 549,225.00
Total					\$485,400.00		No Bid

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 21-JAN-20 at 2:00 PM

BID NUMBER: 305736

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>Requisition No.: 193862 Bid No.: 305736 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov</p> <p>Items Being Purchased: Bulk Quicklime</p> <p>ATTACHMENTS: Specifications (7 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact / No Advocacy Statement (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.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Bulk Quicklime. 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.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>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.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JANUARY 21, 2020 ***</p> <p>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.</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 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.</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</p>					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 21-JAN-20 at 2:00 PM

BID NUMBER: 305736

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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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 Mississippi Lime Company

Address 3870 S. Lindbegh Blvd., Ste. 200
St. Louis, MO 63127

Phone/Toll-Free No. 800-437-5463

Fax No. 314-543-6573

eMail Address Pricing: sales@mlc.com / Orders: customerservice@mlc.com

Contact Person's Name Pricing: Dan Okenfuss / Orders: Customer Service

Estimated Delivery 3-5 business days

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: Net 30 days

TELEPHONE NUMBER 800-437-5463

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

COMPANY: Mississippi Lime Company

SIGNATURE: David Venhaus

NAME AND TITLE: David Venhaus
Vice President - Sales & Marketing

BID SOLICITATION



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

BID OPENING DATE AND TIME:
21-JAN-20 at 2:00 PM
BID NUMBER: 305736

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	Bulk Quick Pebble Lime	2500	Ton	<u>\$194.16</u>	<u>\$485,400</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 days

TELEPHONE NUMBER: 800-437-5463

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

COMPANY: Mississippi Lime Company

SIGNATURE: David Venhaus

NAME AND TITLE: David Venhaus

Vice President, Sales & Marketing

MISSISSIPPI LIME COMPANY
GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by MISSISSIPPI LIME COMPANY (“**Seller**”) to the buyer named on the reverse side of these Terms (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, proposal, confirmation of sale and/or invoice (the “**Sales Confirmation**”) and these Terms (collectively, the “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods FOB Seller’s premises (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 10 days of Seller’s written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(e) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in **Section 3** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 3(c)**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to 10% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Unless expressly noted to the contrary on the face of the Sales Confirmation, delivery of the Goods shall be made FOB Seller's premises.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Missouri Uniform Commercial Code.

7. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within 30 days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in **Section 8(b)** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 8(b)**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Prices stated in a Sales Confirmation are those currently in effect and are subject to change. All prices are based on U.S. Dollars, and exclude shipping charges.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller within fifteen (15) days from the date of Seller's invoice. Buyer shall make all payments hereunder in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller only warrants the Goods to Buyer as expressly noted on the face of the Sales Confirmation, if any (such period of time, if any, being the "Warranty Period").

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(e) The Seller shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller

within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in **Section 11(a)** to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) The Seller shall not be liable for a breach of the warranty set forth in **Section 11(a)** or **Section 11(b)** if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(g) Subject to **Section 11(e)** and **Section 11(f)** above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(h) Subject to **Section 11(e)** and **Section 11(f)** above, with respect to any Services subject to a claim under the warranty set forth in **Section 11(b)**, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(i) **THE REMEDIES SET FORTH IN SECTION 11(g) AND SECTION 11(h) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), RESPECTIVELY.**

12. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD PURSUANT TO THIS INVOICE.**

(c) The limitation of liability set forth in **Section 12(b)** shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Intellectual Property; Indemnity. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification, technical information or drawings submitted by the Buyer, the Buyer warrants that any design, drawings, specifications, information or instructions furnished or given by it shall not be such as will cause the Seller to infringe any registered designs or trade mark or trade name or copyright or letters patent in the performance of the fulfillment of the purchase order and shall indemnify, defend and hold harmless the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. Any patent and design rights held by the Seller shall remain the sole and absolute property of the Seller and such designs, drawings, equipment, process or any part thereof shall not be reproduced or disclosed or allowed to be reproduced or disclosed by the Buyer, without the advance express written consent of the Seller.

14. Insurance. During the term of this Agreement and for a period of 1 year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including

product liability) in a sum no less than \$1,000,000/\$3,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

15. Purchases on Credit; Assurances. Shipments and deliveries of Goods are subject to the approval of Seller's credit department, and Seller may at any time stop work in process, refuse to make shipment, or instruct the common carrier or other third person in possession of the Goods to hold, store or return the Goods to Seller if Buyer fails to make any payment or perform any other obligation owed to Seller when due or if Seller reasonably determines that Buyer's credit worthiness is unsatisfactory or that the Buyer will not be able to pay the amounts due and payable. Buyer warrants to Seller that is solvent, that it is able and intends to pay each of its obligations when due, and that all checks, drafts and other items tendered to Seller in payment for the Goods or Services will be honored in accordance with Seller's terms. Buyer acknowledges that Seller relies upon Buyer's representations of its solvency to induce Seller to ship Goods and perform Services. As such, Buyer agrees that Seller shall have the right to cancel any unfilled order and cancel any future orders without notice to Buyer in the event that Buyer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, equipment breakdown, river conditions, explosion, governmental actions or lack of governmental actions, governmental restrictions or controls, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. Seller shall have no obligation to source Products from any other of its or its affiliates manufacturing locations or procure Products from any third parties in order to comply with any obligations hereunder.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule. The parties hereby agree to exclude application of the United Nations Convention on the International Sale of Goods in connection with the sale of any Goods.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Missouri in each case located in or serving St. Louis County, Missouri, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms or the Agreement, including, but not limited to, the following provisions: Insurance, Compliance with Laws, Limited Warranty, Limitation of Liability, Intellectual Property; Indemnity, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

29. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

**SPECIFICATIONS FOR
SUPPLY AND DELIVERY
OF
BULK QUICKLIME
City of Chattanooga, Tennessee
Moccasin Bend Wastewater Treatment Plant
2019**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications includes the supply and delivery of Bulk Quicklime as specified. This product will be used for pre-conditioning of sludge prior to de-watering in the City's filter press system.

1.2 BID PROPOSAL

The following information shall be submitted with all bids:

1. Unit price per dry ton delivered and unloaded at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Method of shipment and price differential, if any.
3. Name and phone numbers of person to contact for ordering shipments.
4. Estimated time between placing of order and actual delivery.
5. Estimated time required to receive emergency shipment and location of emergency supply; names and phone numbers of persons to contact for emergency shipment or on holidays, weekends, and after hours.
6. Copies of product data sheet and material safety data sheet.
7. Names and location of material producer.
8. Point of shipment.
9. Evidence of quantity support from the producer.

2.0 PRODUCTS

2.1 PRODUCT DESCRIPTION

The product specified herein is described as follows:

- a. Product Name – Bulk Quicklime
- b. Chemical Name & Synonyms – High Calcium `Fines` Quick Lime

2.2 CHEMICAL ANALYSIS

The chemical analysis for the Bulk Quicklime as delivered shall meet the following minimum and maximum concentrations by weight:

PARAMETER	MEAN VALUE	MINIMUM & MAXIMUM ACCEPTABLE VALUE
a. Available Calcium (CaO)	92%	90% minimum
b. Loss on Ignition (LOI)	1.2%	1.0% maximum
c. Magnesium Oxide (MgO)	0.9%	1.0% maximum
d. Insoluble Matter	3.0%	5.0% maximum

PHYSICAL PROPERTIES

The Bulk Quicklime shall have the following physical properties:

PARAMETER	MEAN VALUE	MINIMUM & MAXIMUM ACCEPTABLE VALUE
a. Slaking Rate- temperature rise at 3 minutes or less. Complete reaction within 10 minutes or less.	48° C	40° C minimum
b. Residue after Slaking- percent by weight on 100 mesh screen.	3.0%	5.0% maximum

SPECIFICATIONS FOR
SUPPLY AND DELIVERY OF
BULK QUICKLIME
City of Chattanooga, Tennessee
Page 3 of 7

- | | | |
|---|--|--------------|
| c. Size and Sieve Analysis-
10 mesh (rice size); no materials shall be retained on a ½ inch screen. Allowable percent of dust and fines passing through 100 mesh screen. | 3.0% | 5.0% maximum |
| d. Impurities | Shall meet the impurity requirements of the Water Chemicals Code | |

2.3 OTHER

The Bulk Quicklime shall be a homogenous mixture that is free of trash, rocks, sticks, metal, and other materials that might plug or damage downstream lines, valves, and/or equipment. All material must be screened prior to being loaded into the truck.

The Vendor shall be responsible for the cost to repair any damages to City equipment and piping resulting from the delivery of improperly screened Quicklime.

3.0 EXECUTION

3.1 SHIPMENT OF PRODUCT

Shipments of Bulk Quicklime to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 20 to 25 ton tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

Defective tank trucks from which Bulk Quicklime cannot be unloaded because of defective valves, pumps, or other reasons shall be rejected and returned at the Vendor's expense.

A Certificate of Analysis and sample of the load shall accompany all shipments. Information included on this certificate shall include the parameters listed in Paragraphs 2.2 and 2.3 of these specifications. A certified weight ticket shall also be provided.

The Vendor, if mutually agreeable with the City, may submit a certification stating that its product meets the above requirements provided that Vendor also provides

adequate and the most recent production control and statistical process data to support his certification. This certification would be submitted in lieu of the Certificate of Analysis.

3.2 DELIVERY OF PRODUCT

Delivery shall be made on an "as needed" basis within twenty-four (24) hours of notice. Deliveries shall be accepted Mondays through Fridays except during emergencies. Nighttime deliveries may be requested by the City.

The Vendor, the Vendor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site. Those not wanting to follow the regulations shall not be allowed back on the plant site.

3.3 UNLOADING OF PRODUCT

Vendor shall provide all hoses and hose connections necessary to connect to the City's storage tank loading station for filling the tanks with product.

Unloading of product shall not be initiated until a City representative is present along with verification of COA and sample provided.

Any material spilled from the truck during unloading or while it is on site shall be cleaned up by the Vendor's truck driver or support personnel.

Venting or blowing any lime dust outside of the delivery vessel is strictly prohibited and may result in load rejection from the site.

A MAXIMUM of ten (10) pounds of air pressure will be permitted to unload the truck and to "blow out" fill lines. Vendors and Vendor's trucking company not willing to observe this restriction will not be allowed back on the plant site.

Any problems with any of the City's equipment, piping, or tanks involved in the unloading process shall be brought to the City's attention immediately.

Any claims for damage or demurrage by the Vendor's trucking company will be directed to the Vendor, not the City, since the City has no contractual obligation with the trucking company. It will be the responsibility of the Vendor to make such claims to the City.

The Vendor's trucking company shall not dismantle or adjust any of the City's equipment, piping, or tanks without permission of the City representative.

3.4 SAMPLING AND TESTING

3.4.1 – Sampling

The Vendor shall provide, at a minimum, one sample of approximately 4-5 ounces of product for every load delivered to the plant site. This sample shall be collected from the line loading the Bulk Quicklime into the tank truck at the time the truck is being loaded. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number.

The City reserves the right at any time to collect samples during the loading process during normal working hours at the loading site.

The plant laboratory shall retain samples for 30 days before discarding.

3.4.2 – Testing

The plant laboratory shall perform the following tests on all samples collected:

- | | |
|---------------------|-----------------|
| a. Available CaO | % concentration |
| b. Insoluble Matter | % concentration |
| c. Loss on Ignition | % concentration |

The plant laboratory may perform the following tests on all samples collected as required:

- | | |
|--------------------|------------------|
| a. Slaking Rate | Temperature Rise |
| b. Magnesium Oxide | % concentration |
| c. Sieve Analysis | % concentration |

The following test procedures will be utilized in performing the above tests:

- | | |
|---------------------|--------------|
| a. Available CaO | AWWA B202-88 |
| b. Slaking Rate | AWWA B202-88 |
| c. Loss on Ignition | ASTM C25 |
| d. Insoluble Matter | AWWA B202-88 |
| e. Magnesium Oxide | ASTM C25 |
| f. Sieve Analysis | ASTM C110 |

Results of above tests will be provided to Vendor upon request.

The Vendor will be notified immediately of any samples not meeting the maximum and minimum concentrations of the above parameters listed in Paragraph 2.2.

4.0 PAYMENT AND PENALTIES

4.1 PAYMENT

The basis for payment shall be the dry weight of Bulk Quicklime delivered and unloaded at the plant site.

Net weight shall be based on the weight of product.

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

Invoices to the City shall reference the first and last name of the City employee placing the order.

Invoices must list a valid e-mail address for billing questions and inquiries.

Invoices must be sent to the City on the Invoice Date.

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

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

And a copy sent to:

Moccasin Bend Wastewater Treatment Plant
Attn: Inventory Coordinator
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

4.2 PENALTIES

Any trailer load of Bulk Quicklime not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected and/or removed

SPECIFICATIONS FOR
SUPPLY AND DELIVERY OF
BULK QUICKLIME
City of Chattanooga, Tennessee
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from the City's storage tank at the Vendor's expense. The Vendor shall still be responsible for providing the product on twenty-four (24) hour notice.

If it is necessary to reject more than four (4) trailer loads, it shall be grounds for the termination of this contract.

4.3 OTHER

The City of Chattanooga reserves the right to cancel the remainder of the contract should the Vendor fail to meet specifications and/or delivery requirements.

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.

David Venbury

(Signature of Contractor)

Vice President, Sales & Marketing of Mississippi Lime Company

(Title and Name of Company)

1/17/19

(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) David Venhaus

(PRINTED NAME) David Venhaus

(BUSINESS NAME) Mississippi Lime Company

(DATE) 1-17-20

No Contact/No Advocacy Statement

City of Chattanooga

Purchasing Division

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

State of Missouri

County of St. Louis

David Venhaus (agent name), being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of Mississippi Lime Company (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305736 Bulk Hydrated Quicklime ;
- (2) David Venhaus (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:

David Venhaus

Printed Name:

David Venhaus

Title: Vice President, Sales & Marketing

STANDARD QUICKLIME

Calera AL Plant Pebble and Fines



Discovering what's possible with calcium

PRODUCT DESCRIPTION

Mississippi Lime's Calera Quicklime is a high-cal quicklime available in several sizes. has multiple uses across a wide range of industries including:

- Steel
- Water Treatment
- Construction
- Industrial chemical ingredient for
 - Caustic production
 - Fertilizers
 - Pool Sanitizers
 - Calcium salts

CERTIFICATION

- C-25 Analysis of Limestone, Quicklime, and Hydrated Lime
- C-110 Physical Testing of Limestone, Quicklime, and Hydrated Lime
- C-50 Sampling, Sample Preparation, Packaging, and Marking of Lime and Limestone Products
- NSF 60, UL & AWWA B202-19 Certified



TYPICAL PROPERTIES	COURSE	FINES
Available CaO	92.5%	88.4%
MgO	1.4%	2.2%
SiO ₂	1.0%	1.5%
Metal Oxides (R ₂ O ₃)	0.2%	0.5%
Phosphorus	0.01%	0.01%
Sulfur	0.2%	0.4%
CO ₂	0.4%	0.4%
Reactivity (180 sec)	53 °C	44 °C
Acid Insolubles	1.6%	1.6%

GRADE	SIZING
CQ300 (Course)	½ x ⅛
CQ200 (Course)	-⅞ x ½
CQ100 (Course)	-⅞ x ⅛
CQ50 (Fines)	⅛ x 0

BULK TRUCK AND RAIL
100% USA ORIGIN: CALERA, AL

Typical results are not specifications.
To discuss specifics, contact MLC today!

Phone: +1.800.437.5463
e-mail: sales@mlc.com
www.mississippilime.com

All information provided and recommendations made herein are intended to assist customers in determining whether our products are suitable for their applications. We request that customers inspect and test our products before use in order to make their own final decision regarding suitability. We do not guarantee results, freedom from patent infringement, or suitability of resultant products for any suggested application with respect to the use of any formula or material described herein.

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Identifier**Product Name:** Calcium Oxide**Synonyms:** Lime, Burnt Lime, Quicklime, CaO**Relevant Identified Uses of the Substance or Mixture and Uses Advised Against:****Product Use:** Various commercial and industrial uses**Manufacturer:****Covia (f/k/a Unimin)**

US: 3 Summit Park Drive, Suite 700

Independence, OH 44131

Emergency Telephone Number

US: (203) 442-2500

Telephone Number for Information

US: (203) 442-2500

SDS Date of Preparation/Revision: December 2018

SECTION 2: HAZARDS IDENTIFICATION

GHS/ Hazcom 2012 Classification:

Physical:	Health:	Environmental
Not Hazardous	Skin Corrosive Category 1 Eye Damage Category 1 Carcinogen Category 1A Specific Target Organ Toxicity (Repeated Exposure) Category 1	Not Hazardous

GHS/Hazcom 2012 Label:



DANGER

Statements of Hazard

Causes severe skin burns and eye damage

May cause cancer by inhalation.

Causes damage to lungs through prolonged or repeated exposure by inhalation

Response:

If Swallowed: Rinse mouth. Do NOT induce vomiting.

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse.

Immediately call a POISON CENTER or doctor.

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

Immediately call a POISON CENTER or doctor.

IF IN EYES: rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.

Immediately call a POISON CENTER or doctor.

IF exposed or concerned: Get medical attention.

Prevention

Obtain special instructions before use.

Do not handle until all safety precautions have been read and understood.

Do not breathe dust.

Wash thoroughly after handling.

Do not eat, drink or smoke when using this product.

Wear protective gloves, protective clothing, eye protection and face protection.

In case of inadequate ventilation wear respiratory protection.

Storage:

Store locked up.

Disposal:

Dispose of contents and containers in accordance with local regulation.

Other Hazards: Reacts vigorously with water, generating heat that may be sufficient to ignite other materials.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

CAS#	Component	Percentage
1305-78-8	Calcium Oxide	90-100%
14808-60-7	Crystalline Silica in the form of Quartz	0-1.5%

SECTION 4: FIRST AID MEASURES

Gross Inhalation: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing has stopped, perform artificial respiration. If breathing is difficult have qualified personnel administer oxygen. Get medical attention.

Skin Contact: Rinse immediately with large amounts of water for at least 20 minutes. Remove and launder contaminated clothing before reuse. Get medical attention if irritation develops.

Eye Contact: Do not rub eyes. Flush the eyes immediately with large amounts of running water for at least 20 minutes, lifting the upper and lower lids occasionally. Remove contact lenses, if present and easy to do after the first 5 minutes of flushing. Get immediate medical attention.

Ingestion: Do NOT induce vomiting. If conscious, have the person rinse the mouth with water. Get immediate medical attention. Do not give anything by mouth to a person who is unconscious or drowsy.

Most Important Symptoms and Effects, Both Acute and Delayed: Corrosive. Causes burns. May cause permanent eye damage. Skin exposure may cause burns. Inhalation of dust may result in nose, throat and respiratory tract irritation. May cause burns to mucous membranes and cause lung damage.

Indication of immediate medical attention and Special Treatment Needed: Seek medical attention if inhaled, ingested or comes in contact with eyes and skin.

SECTION 5: FIREFIGHTING MEASURES

Suitable Extinguishing Media: Do not use water unless very large amount of water is used to deluge small quantities of lime. Dry chemical fire extinguishers recommended for use on fires when calcium oxide is present.

Specific Hazards Arising from the Chemical:

Unusual Fire and Explosion Hazards: Reacts vigorously with water, generating heat that may be sufficient to ignite flammable or combustible materials in the area. Reaction with water or other incompatible materials may rupture containers.

Hazardous Combustion Products: None.

Special Protective Equipment and Precautions for Fire-Fighters: None required with respect to this product. Firefighters should always wear self-contained breathing apparatus for fires indoors or in confined areas.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Wear appropriate protective equipment.

Environmental Precautions: Report spills and releases as required to appropriate authorities.

Methods and Material for Containment/Cleanup: If uncontaminated, collect using dustless method (HEPA vacuum or wet method) and place in appropriate container for use. If contaminated: a) use appropriate method for the nature of contamination, and b) consider possible toxic or fire hazards associated with the contaminating substances. Collect for appropriate disposal.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling: Avoid contact with the eyes, skin and clothing. Do not breathe dust. Do not rely on your sight to determine if dust is in the air. Silica may be in the air without a visible dust cloud. Wash all exposed skin with plenty of water after handling. Use normal precautions against bag breakage or spills of bulk material. Avoid creation of respirable dust. Use good housekeeping in storage and use areas to prevent accumulation of dust in work area. Keep product dry and avoid unintentional contact with water.

To reduce the risk of developing silicosis, lung cancer and other adverse health effects, the ACGIH recommends that the industrial hygienist use every means available to keep exposures below the recommended TLV. NIOSH recommends reducing airborne exposure levels as low as possible below NIOSH's recommended exposure limit, substituting less hazardous materials when feasible, using appropriate respiratory protection when source controls cannot keep exposures below the recommended limit and making medical examinations available to exposed workers.

Use adequate ventilation and dust collection. To minimize exposure, wear a respirator approved for silica dust when using, handling, storing or disposing of this product or bag. Refer to the most recent government and local regulations when selecting a respirator. Maintain, clean and fit test respirators in accordance with the most recent government and local regulations. Maintain and test ventilation and dust collection equipment. Launder clothing that has become dusty. Empty containers (bags, bulk containers, storage tanks, etc.) retain silica residue and must be handled in accordance with the provisions of this Material Safety Data Sheet. **WARN and TRAIN** employees in accordance with state and federal regulations.

Refer to the OSHA Respirable Crystalline Silica standards; 29CFR1910.1053, 1915.1053 and 1926.1053 for specific requirements for use and handling.

WARN YOUR EMPLOYEES (AND YOUR CUSTOMERS AND USERS IN CASE OF RESALE) BY POSTING, AND OTHER MEANS, OF THE HAZARDS AND OSHA AND ANY OTHER APPLICABLE REGULATORY PRECAUTIONS TO BE USED. PROVIDE TRAINING FOR YOUR EMPLOYEES ABOUT OSHA PRECAUTIONS.

Dust can accumulate electrostatic charges due to friction from transfer and mixing operations and cause an electrical spark (ignition source) which can ignite flammable liquids and atmospheres. Provide adequate precautions when adding this product to flammable and combustible mixtures like paints and coating, such as electrical grounding and bonding, inert atmosphere or non-sparking tools. However, bonding and grounds may not eliminate the hazard for static accumulation.

See also American Society for Testing and Materials (ASTM) Standard Practice E1132-99a, "Standard Practice for Health Requirements Relating to Occupational Exposure to Respirable Crystalline Silica".

Additional information on silica hazards and precautionary measures can be found at the following websites:

[NIOSH Joint Campaign on Silicosis Prevention](http://www.cdc.gov/niosh/topics/silica/default.html) <http://www.cdc.gov/niosh/topics/silica/default.html>

[OSHA Crystalline Silica Website](http://www.osha.gov/dsg/topics/silica/crystalline/index.html) <http://www.osha.gov/dsg/topics/silica/crystalline/index.html>

[MSHA Silicosis Prevention Website](https://arlweb.msha.gov/S&HINFO/SILICO/SILICAX.pdf) <https://arlweb.msha.gov/S&HINFO/SILICO/SILICAX.pdf>

[NIOSH Hazard Review – Health Effects of Occupational Exposure to Respirable Crystalline Silica Website](http://www.cdc.gov/niosh/docs/2002-129/)
<http://www.cdc.gov/niosh/docs/2002-129/>

Conditions for Safe Storage, Including any Incompatibilities: Store in a cool, dry, well ventilated area, removed from moisture and incompatible materials.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines:Definitions:

MSHA means Mine Safety and Health Administration.

NIOSH means National Institute for Occupational Safety and Health.

OSHA means Occupational Safety and Health Administration.

PEL means OSHA Permissible Exposure Limit.

REL means the NIOSH Recommended Exposure Limit.

TLV means American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value.

TWA means time-weighted average.

Component	OSHA PEL	ACGIH TLV	NIOSH REL	MSHA
Crystalline Silica, quartz	0.05 mg/m ³ TWA (respirable dust) *	0.025 mg/m ³ TWA (respirable dust)	0.05 mg/m ³ TWA (respirable dust)	<u>10 mg/m³</u> % Silica + 2 (Respirable measured as an 8- hour TWA)
Calcium Oxide	5 mg/m ³ TWA	2 mg/m ³ TWA	2 mg/m ³ TWA	5 mg/m ³ TWA

The OSHA PEL for Quartz until the effective dates for new PEL above:

$$\frac{10 \text{ mg/m}^3}{\% \text{SiO}_2 + 2} \text{ TWA (respirable dust)} \quad \frac{30 \text{ mg/m}^3}{\% \text{SiO}_2 + 2} \text{ TWA (total dust)}$$

In 2006 the ACGIH lowered the TLV for Silica, Crystalline: α -Quartz and Cristobalite to 0.025 mg/m³ stating in the *Documentation of the TLV* "Because the time between exposure and signs of fibrosis is characteristically very long, as much as 30 to 40 years, the margin of safety for exposure to crystalline silica at the proposed TLV-TWA is not known precisely. Given the observed association between silicosis and lung cancer, it is recommended that air concentrations be maintained as far below the proposed TLV as prudent practices permit. The recommended TLV-TWA of 0.025 mg/m³, respirable particulate mass, is intended to prevent pulmonary fibrosis that may be a risk factor for lung cancer. An A2, Suspected Human Carcinogen, notation is based on the demonstrated association between lung cancer and the presence of silicosis." The documentation further states "A lack of toxicological and industrial hygiene data does not permit the recommendation of a TLV-STEL. However, it should be noted that high exposures of short duration to freshly fragmented crystalline particles do produce an acute and rapidly progressive form of silicosis. The reader is encouraged to review the section on *Excursion Limits* in the "Introduction to the Chemical Substances" of the current TLVs[®] and BEIs[®] book for guidance and control of excursions above the TLV-TWA, even when the 8-hour TWA is within the recommended limits"

NIOSH has issued its REL of 50 micrograms respirable free silica per cubic meter of air (0.05 mg/m³) as determined by a full shift sample up to 10-hour working day, 40 hours per week. NIOSH has recommended that OSHA and MSHA adopt the NIOSH REL as the OSHA PEL and the MSHA Exposure Limit. The 1974 NIOSH Criteria for a Recommended Standard for Occupational Exposure to Crystalline Silica should be consulted for more detailed information. Additionally, NIOSH, In a publication entitled NIOSH Hazard Review Health Effects of Occupational Exposure to Respirable Silica (April 2002), NIOSH stated "...that workers have a significant risk of developing chronic silicosis when they are exposed to respirable crystalline silica over a working lifetime at the current Occupational Safety and Health Administration (OSHA) permissible exposure limit (PEL), the Mine Safety and Health Administration (MSHA) PEL, or the National Institute for Occupational Safety and Health (NIOSH) recommended exposure limit (REL). ... Current sampling and analytical methods used to evaluate occupational exposure to respirable crystalline silica do not meet the accuracy criterion needed to quantify exposures at concentrations below the NIOSH REL of 0.05 mg/m³ as a time-weighted average (TWA) for up to a 10-hr workday during a 40-hr workweek. Until improved sampling and analytical methods are developed for respirable crystalline silica, NIOSH will continue to recommend an exposure limit of 0.05 mg/m³ to reduce the risk of developing silicosis, lung cancer, and other adverse health effects. NIOSH also recommends minimizing the risk of illness that remains for workers exposed at the REL by substituting less hazardous materials for crystalline silica when feasible, by using appropriate respiratory protection when source controls cannot keep exposures below the NIOSH REL, and by making medical examinations available to exposed workers."

Crystalline silica exists in several forms, the most common of which are quartz (i.e. this product), trydimite and cristobalite, with quartz being the most common form found in nature. If quartz is heated to more than 870°C, it can change form to trydimite and if quartz is heated to more than 1450°C, it can change form to cristobalite.

Appropriate Engineering Controls: Use local exhaust as required to maintain exposures as far as possible below applicable occupational exposure limits. See also ACGIH "Industrial Ventilation - A Manual for Recommended Practice" (current edition). Control of exposure to dust must be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general or local exhaust ventilation and substitution of less toxic materials). Refer to the OSHA Respirable Crystalline Silica standards; 29CFR1910.1053, 1915.1053 and 1926.1053 for specific requirements for engineering controls.

Personal Protective Equipment:

Respiratory Protection: When effective engineering controls are not feasible, or while they are being implemented, appropriate respiratory protection must be used. Use appropriate respiratory protection for respirable particulates based on consideration of airborne workplace concentrations and duration of exposure arising from intended end use. Refer to the OSHA Respirable Crystalline Silica standards; 29CFR1910.1053, 1915.1053 and 1926.1053 for specific requirements for respiratory protection. Always refer to the most recent government and local standards.

Gloves: Impervious gloves such as rubber or neoprene are recommended.

Eye Protection: Safety goggles with faceshield recommended.

Other Protective Equipment/Clothing: Wear impervious, protective clothing as needed to avoid skin contact. Contaminated clothing should be laundered before reuse.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Form:	Solid	Appearance:	White powder
Viscosity:	Not applicable	Odor:	Odorless
pH:	Not determined	Odor Threshold:	Not applicable
Boiling Point/Range:	5162°F /2850°C	Vapor Density:	Not applicable
Melting point/freezing point:	4658°F / 2570°C	Evaporation Rate:	Not applicable
Flammability (solid, gas):	Fully oxidized, will not burn	Partition coefficient (n-octanol/water):	Not applicable
Decomposition Temperature:	Not applicable	Vapor Pressure:	Not applicable
Flash Point:	Not applicable	Relative Density:	3.3-3.4
Lower Explosion Limit:	Not applicable	Solubilities:	Soluble in water - Reacts
Upper Explosion Limit:	Not applicable	Autoignition Temperature:	Will not burn

SECTION 10: STABILITY AND REACTIVITY

Reactivity: This product is not reactive under normal conditions of storage and use.

Chemical Stability: This product is stable at normal temperatures.

Possibility of Hazardous Reactions: Reacts vigorously with water, generating heat that may be sufficient to ignite other materials.

Conditions to Avoid: Avoid water and humid conditions.

Incompatible Materials: Oxidizing agents, ethanol, interhalogens, acids, maleic anhydride, nitroethane, nitroparaffin, nitropropene, phosphorus. Reacts vigorously with water to generate heat. Attacks many metals in the presence of water forming flammable hydrogen gas. Reacts violently with acids, halogens and metals.

Hazardous Decomposition Products: Store in a cool, dry place.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects

Potential Health Effects:

Inhalation: Breathing silica dust may not cause noticeable injury or illness even though permanent lung damage may be occurring. Inhalation may cause respiratory irritation of nose, throat, and upper respiratory tract upon exposure. Inhalation of dust may have serious chronic health effects (see below Repeat Dose Toxicity.)

Skin Contact: Corrosive. Contact may cause irritation, pain, rash, blistering and burns. Repeated contact may cause dermatitis.

Eye Contact: Corrosive. Contact may cause redness, pain and severe deep burns. Permanent eye damage is possible.

Ingestion: May cause mouth and gastrointestinal tract irritation and burns with pain, cramping and vomiting.

Chronic Health Effects: Repeated or prolonged skin exposure may result in dermatitis. Prolonged inhalation and overexposure to calcium oxide dust (lime) may cause adverse effects on the lung. See Repeat Dose Toxicity below with respect to silicosis, cancer status and other data with possible relevance to human health.

Signs and Symptoms of Exposure: Exposure to dust may cause severe eye irritation with burning and pain and mucous membrane and respiratory irritation, cough, sore throat, nasal congestion, sneezing and shortness of breath. Eye and skin contact may cause severe irritation, pain, tearing, rash and blistering, burns and permanent damage. However, there may be no immediate signs or symptoms of exposure to hazardous concentrations of respirable crystalline silica (quartz). See Repeat Dose Toxicity below for symptoms of silicosis. The absence of symptoms is not necessarily indicative of safe conditions.

Acute Toxicity Values: Calcium Oxide: No data available
Silica: LD50 oral rat >22,500 mg/kg.

Skin Sensitization: Not a skin sensitizer in animals or humans.

Repeated Dose Toxicity:

Silicosis: Excessive inhalation of respirable crystalline silica dust may cause a progressive, disabling and sometimes fatal lung disease called silicosis. Symptoms include cough, shortness of breath, wheezing, non-specific chest illness and reduced pulmonary function. This disease is exacerbated by smoking. Individuals with silicosis are predisposed to develop mycobacterial infections (tuberculous and non-tuberculous) and fungal infections. Inhalation of air with a very high concentration of respirable silica dust can cause the most serious forms of silicosis in a matter of months or a few years. Some epidemiologic studies have concluded that there is significant risk of developing silicosis even at airborne exposure levels that are equal to the recommended NIOSH REL, and ACGIH TLV.

Other Data with Possible Relevance to Human Health:

There is some evidence that breathing respirable crystalline silica or the disease silicosis is associated with an increased incidence of significant disease endpoints such as scleroderma (an immune system disorder manifested by fibrosis of the lungs, skin and other internal organs) rheumatoid arthritis, systemic lupus,

erythematosus, sarcoidosis, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, chronic kidney disease and end-stage renal disease.

For further information consult "Adverse Effects of Crystalline Silica Exposure" published by the American Thoracic Society Medical Section of the American Lung Association, American Journal of Respiratory and Critical Care Medicine, Volume 155, pages 761-768, 1997, and see also NIOSH Hazard Review – Health Effects of Occupational Exposure to Respirable Crystalline Silica, April 2002 (see Section 7 for NIOSH Hazard Review Website).

Carcinogenicity: The International Agency for Research on Cancer has determined that crystalline silica is carcinogenic to humans (Group 1 - carcinogenic to humans). Refer to IARC Monograph 100C, A Review of Human Carcinogens: Arsenic, Fibres, and Dusts (published in 2011) in conjunction with the use of these materials. The National Toxicology Program classifies respirable crystalline silica as "known to be a human carcinogen". Refer to the Twelfth Report on Carcinogens (2011). The American Conference of Governmental Industrial Hygienists (ACGIH) classifies crystalline silica, quartz, as a suspected human carcinogen (A2).

Developmental / Reproductive Toxicity: No specific data is available, however, there is no evidence that silica exposure has any effect on reproduction.

Genetic Toxicity: No specific data is available, however, there is no evidence that silica is a germ cell mutagen.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity: The aquatic toxicity of this product is due to its alkalinity. High concentrations would be expected to produce significant ecotoxicity to aquatic systems.

Persistence and Degradability: Silica is not degradable.

Bioaccumulative Potential: Not expected to bioaccumulate.

Mobility in Soil: Not applicable.

Results of PBT and vPvB Assessment: None required.

Other Adverse Effects: None known

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Treatment Methods:

Calcium oxide is not classified as a hazardous waste under US EPA RCRA regulations. Dispose in accordance with all applicable local, state/provincial and federal regulations. If uncontaminated, dispose as an inert, non-metallic mineral. If contaminated, dispose in accordance with all applicable local, state/provincial and national/ federal regulations in light of the contamination present. Local regulations may be more stringent than regional and national requirements. It is the responsibility of the waste generator to determine the toxicity and physical characteristics of the material to determine the proper waste identification and disposal in compliance with applicable regulations

SECTION 14: TRANSPORT INFORMATION

U.S. DOT HAZARD CLASSIFICATION

Proper Shipping Name: Calcium Oxide

Technical Name: N/A

UN Number: UN1910

Hazard Class/Packing Group: 8, III

Labels Required: Corrosive

DOT Packaging Requirements: 173.213 and 173.240

Exceptions: 173.154

SECTION 15: REGULATORY INFORMATION

SARA 311/312: Refer to Section 2 for the OSHA Hazard Classification

SARA 313 This Product Contains the Following Chemicals Subject to Annual Release Reporting Requirements Under the SARA Section 313 (40 CFR 372): None

CERCLA Section 103 Reportable Quantity: None

California Proposition 65: This product contains crystalline silica (respirable) which is known to the State of California to cause cancer.

Toxic Substances Control Act: All of the components of this product are listed on the EPA TSCA Inventory or exempt from premanufacture notification requirements.

European Inventory of Commercial Chemical Substances: All of the components of this product are listed on the EINECS Inventory or exempt from notification requirements.

Canadian Environmental Protection Act: All the components of this product are listed on the Canadian Domestic Substances List or exempt from notification requirements.

Japan METI: All of the components of this product are existing chemical substances as defined in the Chemical Substance Control Law.

Australian Inventory of Chemical Substances: All of the components of this product are listed on the AICS inventory or exempt from notification requirements.

China: All of the components of this product are listed on the IECSC inventory and are exempt from notification requirements.

Korea: All of the components of this product are listed on the ECL inventory or exempt from notification requirements.

Philippines: All of the components of this product are listed on the PICCS inventory or exempt from notification requirements.

New Zealand: All of the components of this product are listed on the HSNO inventory or exempt from notification requirements.

China: All of the components of this product are listed on the IECSC inventory or exempt from notification requirements.

Taiwan: All of the components of this product are listed on the CSNN inventory or exempt from notification requirements.

16: OTHER INFORMATION

NFPA Hazard Rating: Health: 3 Fire: 0 Reactivity: 0

HMIS Hazard Rating: Health: 3 * Fire: 0 Reactivity: 0

* Warning - Chronic health effect possible - inhalation of silica dust may cause lung injury/disease (silicosis). Take appropriate measures to avoid breathing dust. See Section 3.

References:

Registry for Toxic Effects of Chemical Substances (RTECS), 2018
 NIOSH Hazard Review – Health Effects of Occupational Exposure to Respirable Crystalline Silica, April 2002
 NTP Report on Carcinogens

IARC Monograph Volume100C, A Review of Human Carcinogens: Arsenic, Fibres, and Dusts (2011)
Hazardous Substances Data Bank (HSDB), 2016
Documentation of the TLV – Silica, Crystalline: α -Quartz and Cristobalite, American Conference of Governmental
Industrial Hygienists, 2006
OSHA Respirable Crystalline Silica standards; 29CFR1910.1053, 1915.1053 and 1926.1053

SDS Date of Preparation/Revision: December 2018

Revision Summary: Update Manufacturer Name, Address, Phone Number, SDS No., File Name

The data in this Material Safety Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. The information set forth herein is based on technical data the Covia believes reliable. It is intended for use by persons having technical skill and at their own discretion and risk. Since conditions of use are outside the control of Covia, no warranties, expressed or implied, are made and no liability is assumed in connection with any use of this information. Any use of these data and information must be determined by the user to be in accordance with federal, state and local laws and regulations.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, January 17, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=31980&Standard=060&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Mississippi Lime Company

3870 South Lindbergh Boulevard

Suite 200

St. Louis, MO 63127

United States

800-437-5463

314-543-6348

Visit this company's website

(<http://www.mississippilime.com>).

Facility : Calera, AL

Calcium Hydroxide

Trade Designation

TYPE N STANDARD HYDRATED LIME
TYPE N STANDARD HYDRATED LIME -
Ca(OH)₂

Product Function

pH Adjustment
pH Adjustment

Max Use

650mg/L
650mg/L

TYPE S STANDARD HYDRATED LIME

pH Adjustment

650mg/L

TYPE S STANDARD HYDRATED LIME -

pH Adjustment

650mg/L

Ca(OH)₂

Calcium Oxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
# 2 STANDARD HiCal QUICKLIME (7/8X1/2) CaO	pH Adjustment	500mg/L
# 3 STANDARD HiCal QUICKLIME (1/2X18) CaO	pH Adjustment	500mg/L
FINES STANDARD HiCal QUICKLIME (1/8X0) CaO	pH Adjustment	500mg/L
MIX STANDARD HiCal QUICKLIME (7/8X1/8)	pH Adjustment	500mg/L

Facility : Distribution Center - Denver, CO

Calcium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime SP	pH Adjustment	650mg/L

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Distribution Center - Kansas City, KS

Calcium Oxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Granular Quicklime	pH Adjustment	500mg/L
Pebble Lime[2]	pH Adjustment	500mg/L
Quicklime[2]	pH Adjustment	500mg/L
Standard Gran QL	pH Adjustment	500mg/L
Standard Quicklime[2]	pH Adjustment	500mg/L

[1] Trade Designation may include "Gran" and/or "Granular".

[2] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Verona, KY

Calcium Oxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
1/2" Standard Quicklime	pH Adjustment	500mg/L
Burnt HiCal Quicklime	pH Adjustment	500mg/L
CaO	pH Adjustment	500mg/L
Calcium Oxide	pH Adjustment	500mg/L
Granular Quicklime	pH Adjustment	500mg/L
HiCal Quicklime	pH Adjustment	500mg/L
Lime	pH Adjustment	500mg/L
Pebble Quicklime	pH Adjustment	500mg/L

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Ste. Genevieve, MO

Calcium Carbonate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CalCarb AC3	Corrosion & Scale Control pH Adjustment	400mg/L
CalCarb R1	Corrosion & Scale Control pH Adjustment	400mg/L
CalCarb R2	Corrosion & Scale Control pH Adjustment	400mg/L
Limestone	Corrosion & Scale Control pH Adjustment	400mg/L
Magnum Fill M	Corrosion & Scale Control pH Adjustment	400mg/L
Magnum Fill SD	Corrosion & Scale Control pH Adjustment	400mg/L
Precipitated Calcium Carbonate	Corrosion & Scale Control pH Adjustment	400 mg/L

VitaCal PCC	Corrosion & Scale Control pH Adjustment	400mg/L
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Calcium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Activated Hydrated Lime	pH Adjustment	650mg/L
Hydrated Lime	pH Adjustment	650 mg/L
Hydrated Lime MR-200	pH Adjustment	650 mg/L
Liquid Calcium Hydroxide, LCH	pH Adjustment	1625mg/L
MP - Liquid Calcium Hydroxide	pH Adjustment	1625mg/L
MicroCal HF	pH Adjustment	650mg/L
MicroCal HFT20	pH Adjustment	650mg/L
MicroCal HM	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime SP	pH Adjustment	650mg/L
VitaCal H	pH Adjustment	650mg/L
VitaCal LCH	pH Adjustment	1625mg/L

Calcium Oxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Gran Standard Quicklime	pH Adjustment	500mg/L
Granular Quicklime	pH Adjustment	500 mg/L
MicroCal OF	pH Adjustment	500mg/L
MicroCal OFT15	pH Adjustment	500mg/L
MicroCal OS	pH Adjustment	500mg/L
Pebble Quicklime[1]	pH Adjustment	500mg/L
Pulverized Quicklime	pH Adjustment	500mg/L
Quicklime[1]	pH Adjustment	500 mg/L
Standard Quicklime[1]	pH Adjustment	500mg/L
VitaCal O	pH Adjustment	500mg/L

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Chester, SC

Calcium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Calcium Hydroxide, LCH	pH Adjustment	1625mg/L
MP - Liquid Calcium Hydroxide	pH Adjustment	1625mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard RG Hydrated Lime	pH Adjustment	650mg/L
VitaCal LCH	pH Adjustment	1625mg/L

Calcium Oxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Granular Quicklime	pH Adjustment	500mg/L
Pebble Lime	pH Adjustment	500mg/L
Quicklime	pH Adjustment	500mg/L
Standard Gran QL	pH Adjustment	500mg/L
Standard Quicklime	pH Adjustment	500mg/L

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Weirton , WV**Calcium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HRH Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L

NOTE: Only products bearing the NSF Mark are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 66

Processing time was 0 seconds

STANDARD QUICKLIME

Calera AL Plant Pebble and Fines



Discovering what's possible with calcium

PRODUCT DESCRIPTION

Mississippi Lime's Calera Quicklime is a high-cal quicklime available in several sizes. has multiple uses across a wide range of industries including:

- Steel
- Water Treatment
- Construction
- Industrial chemical ingredient for
 - Caustic production
 - Fertilizers
 - Pool Sanitizers
 - Calcium salts

CERTIFICATION

- C-25 Analysis of Limestone, Quicklime, and Hydrated Lime
- C-110 Physical Testing of Limestone, Quicklime, and Hydrated Lime
- C-50 Sampling, Sample Preparation, Packaging, and Marking of Lime and Limestone Products
- NSF 60, UL & AWWA B202-19 Certified



TYPICAL PROPERTIES

COURSE

FINES

TYPICAL PROPERTIES	COURSE	FINES
Available CaO	92.5%	88.4%
MgO	1.4%	2.2%
SiO ₂	1.0%	1.5%
Metal Oxides (R ₂ O ₃)	0.2%	0.5%
Phosphorus	0.01%	0.01%
Sulfur	0.2%	0.4%
CO ₂	0.4%	0.4%
Reactivity (180 sec)	53 °C	44 °C
Acid Insolubles	1.6%	1.6%

GRADE

SIZING

GRADE	SIZING
CQ300 (Course)	½ x ¾
CQ200 (Course)	-¾ x ½
CQ100 (Course)	-¾ x ¼
CQ50 (Fines)	¼ x 0

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City of Chattanooga

Mayor Andy Berke

January 28, 2020

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

**Subject: Contract Renewal of Blanket PO No. 553834 Grounds Maintenance
– Waste Resources Division, Public Works**

Dear Mr. Holland:

The Public Works Department may now seek Council approval to renew Blanket PO No. 553834 Grounds Maintenance for the Waste Resources Division. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months, for a total estimated annual amount of \$45,000. A copy of the contract is enclosed.

The invitation to bid was sent out to twenty-nine (29) vendors as well as formally advertised. Bids were received from six (6) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 553834 Grounds Maintenance to Precision Property Maintenance, 225 Brady Miller Lane, Dayton, TN 37321.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/ab

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: 1059317
	Precision Property Maintenance 225 Brady Miller Lane Dayton, TN 37321

PO Date: 26-APR-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 553834
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
Requisition / Bid No.: 182771 / 305419 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Ground Maintenance for Group 1 Locations for Waste Resource Division Plant ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for Group 1 Locations for Waste Resource Division Plant. 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. **** 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. Purchase Order issued in accordance with Precision Property Maintenance bid received on March 27, 2019 is hereby made part of this contract. City Council approved on April 23, 2019 Contract dates: April 29, 2019 to April 28, 2020 Vendor Contact: Josh Pelfrey Phone No.: 423-298-3212 Fax No.: 423-298-3212 E-mail: pelfrey225@gmail.com					

***** 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: 1059317
	Precision Property Maintenance 225 Brady Miller Lane Dayton, TN 37321

PO Date: 26-APR-19 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 553834 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Grounds Maintenance - MBWWTP	0.00	Each	\$ 1,565.0000	\$ 0.00
2	Grounds Maintenance - Influent Relief Pump Station	0.00	Each	\$ 40.0000	\$ 0.00
3	Shrub Trimming - MBWWTP	0.00	Each	\$ 805.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

January 28, 2020

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

Subject: Contract Renewal of Blanket PO No. 548389 Window Replacement & Tinting Services – Waste Resources Division, Public Works

Dear Mr. Holland:

The Public Works Department may now seek Council approval to renew Blanket PO No. 548389 Window Replacement & Tinting Services for the Waste Resources Division. The City of Chattanooga is renewing the second (2nd) and final contract renewal option for twelve (12) months, for a total estimated annual amount of \$200,000. A copy of the contract is enclosed.

The invitation to bid was sent out to nine (9) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 548389 Window Replacement & Tinting Services to Ross Glass & Aluminum, LLC., 2420 Broad Street, Chattanooga, TN 37408.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/ab

Attachments

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 533491 Vendor Alternate ID: 355 Ross Glass & Aluminum LLC 2420 Broad Street Chattanooga, TN 37408
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PO Date: 16-APR-18 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 548389 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 166779 / 305053 Ordering Dept.: Waste Resources Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchsed: Window Replacement & Tinting Services ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions . If you can't download call buyer for a copy. This shall be a twelve (12) month blanket contract for Window Replacement & Tinting Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.					

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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: 533491 Vendor Alternate ID: 355 Ross Glass & Aluminum LLC 2420 Broad Street Chattanooga, TN 37408
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PO Date: 16-APR-18 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 548389 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
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANNOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchase Order issued in accordance with Ross Glass & Aluminum, LLC bid received on March 12, 2018 is hereby made part of this contract.					
City Council approved on April 10, 2018					
Contract dates: April 17, 2018 to April 16, 2019					
Vendor Contact: Joe Hailey Phone No.: 423-629-5787 Fax No.: 423-629-5698 E-mail: jshailey@rossglass.com					
The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.					
Representative: _____		Agreed to and accepted by: _____			
Title: _____		CITY OF CHATTANNOGA, TENNESSEE			
Date: _____		Name/Title: _____			
		Department: _____			

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

V E N D O R	Vendor Number: 533491 Vendor Alternate ID: 355 Ross Glass & Aluminum LLC 2420 Broad Street Chattanooga, TN 37408
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PO Date: 16-APR-18 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 548389 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 #1				
	Contract has been extended an addition twelve (12) months. New contract performance date will be April 16, 2020.				
	City Council approved May 28, 2019				
	1st Renewal				

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

V E N D O R	Vendor Number: 533491 Vendor Alternate ID: 355 Ross Glass & Aluminum LLC 2420 Broad Street Chattanooga, TN 37408
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PO Date: 16-APR-18 Buyer: Amanda Berkowitz FOB: DESTINATION Terms: Immediate	Purchase Order Number 548389 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Window Technician Labor	0.00	Hour	\$ 67.0000	\$ 0.00
2	Window Technician Labor Overtime	0.00	Hour	\$ 100.5000	\$ 0.00
3	Window Tinting Technician Labor	0.00	Hour	\$ 65.0000	\$ 0.00
4	Window Tinting Technician Labor Overtime	0.00	Hour	\$ 97.5000	\$ 0.00
5	38 % Markup for Materials & Specialty Services	0.00	Each	\$ 1.0000	\$ 0.00
6	Window Tinting Film Materials per Square Foot	0.00	Square Foot	\$ 14.5000	\$ 0.00

TOTAL: \$.00

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