

TUESDAY, FEBRUARY 9, 2016
CITY COUNCIL REVISED AGENDA
6:00 PM

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

Mayor's Council for Women – Justice Committee

- V. Ordinances – Final Reading: (None)
- VI. Ordinances – First Reading:

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 11, by the addition of a new Article XVII entitled "Small Business Construction Mitigation Grant Program" and to amend Ordinance No. 12953, known as "the Fiscal Year 2015-2016 Budget Ordinance", Section 5\(A\) so as to reappropriate \\$25,000.00 from the Department of Economic and Community Development for use in the Small Business Construction Mitigation Grant Program to the Industrial Development Board.](#)

PLANNING

- b. [2015-150 MD Hospitality Group/Dhaval Patel \(R-1 Residential Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6705 Shallowford Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone, subject to certain conditions. \(District 6\) \(Recommended for denial of R-4 Special Zone\) \(Recommended for approval by Planning and Staff\)](#)

[2015-150 MD Hospitality Group/Dhaval Patel \(R-1 Residential Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6705 Shallowford Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone. \(Applicant Version\)](#)

- c. [2016-001 Young Life c/o David Haskins/Russell Wilson and Hsin Yin Wilson \(R-1 Residential Zone to R-4 Special Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 912 East Martin Luther King Boulevard, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone. \(District 8\) \(Recommended for denial by Planning and Staff\)](#)

VII. Resolutions:

HUMAN RESOURCES

- a) A resolution authorizing the Director of Human Resources to enter into an agreement with I/O Solutions for the development and administration of exams for promotional testing for the positions of Police Sergeant, Police Lieutenant, and Police Captain, with encumbrances to the Human Resources and Police Departments, for an amount not to exceed \$99,000.00.

POLICE DEPARTMENT

- b) A resolution authorizing the Chief of the Police Department to enter into an annual renewal license and support for IBM i2 COPLINK from January 1, 2016 to December 31, 2016, in the amount of **\$32,562.08. (Revised)**

PUBLIC WORKS AND TRANSPORTATION

Public Works

- c) A resolution authorizing the approval of Change Order No. 1 (Final) for Talley Construction Company, Inc. relative to Contract No. W-15-004-201, MBWWTP Driveway Entrance Project, for an increased amount of \$4,983.68, for a revised contract amount not to exceed \$225,994.16, and to release the remaining contingency of \$20,016.32. **(District 1)**

Transportation

- d) A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement, Project No. T-15-025-809, with Ralph White Electric for Proposed Anchor No. 4671, Wal-Mart Express at Shallowford and North Moore Road and to accept a contribution of \$12,750.84 towards the cost of nine (9) octagonal base pedestrian poles and luminaires. **(District 5)**
- e) A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement, Project No. S-15-012, with Choo Choo Partners, LP for the East 14th Street Improvements Project, and to accept a contribution from Choo Choo Partners, LP, in the amount of \$65,000.00; and to accept a grant from the Benwood Foundation, in the amount of \$190,000.00, for street lighting and other street improvement costs, for a total amount of \$255,000.00. **(District 8)**
- f) A resolution authorizing Artech Design Group c/o Rick Thompson, agent for the property owner, Choo Choo Partners c/o Adam Kinsey, to use temporarily the right-of-way located at East 14th Street adjacent to 1400 Market Street to install outdoor patio areas, five (5) grease traps, two (2) egress stairs, one (1) ADA chair lift, and an existing secondary fire escape to coordinate with forthcoming street enhancements to East 14th Street, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 8)**

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

IX. Purchases.

X. Other Business.

XI. Committee Reports.

XII. Agenda Session for Tuesday, February 16, 2016.

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

XIV. Adjournment.

TUESDAY, FEBRUARY 16, 2016
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Vice-Chairman Freeman).
3. Minute Approval.
4. Special Presentation.
5. Ordinances – Final Reading:

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. An ordinance amending Chattanooga City Code, Part II, Chapter 11, by the addition of a new Article XVII entitled “Small Business Construction Mitigation Grant Program” and to amend Ordinance No. 12953, known as “the Fiscal Year 2015-2016 Budget Ordinance”, Section 5(A) so as to reappropriate \$25,000.00 from the Department of Economic and Community Development for use in the Small Business Construction Mitigation Grant Program to the Industrial Development Board.

PLANNING

- b. 2015-150 MD Hospitality Group/Dhaval Patel (R-1 Residential Zone to O-1 Office Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6705 Shallowford Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone, subject to certain conditions. (District 6) (Recommended for denial of R-4 Special Zone) (Recommended for approval by Planning and Staff)

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- c. 2016-001 Young Life c/o David Haskins/Russell Wilson and Hsin Yin Wilson (R-1 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 912 East Martin Luther King Boulevard, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone. (District 8) (Recommended for denial by Planning and Staff)

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

7. Resolutions:

GENERAL SERVICES

a. A resolution authorizing the Mayor to execute a Second Amendment to Lease Agreement with OBC Properties Delaware, LLC for the extension of the current agreement to lease space for the Family Justice Center for an additional nine (9) months at the same rent of \$8,575.00 per month, for a total amount not to exceed \$77,175.00. **(District 6)**

INFORMATION TECHNOLOGY

b. A resolution authorizing the Chief Information Technology Officer to renew the blanket contract for Alfresco Software Licensing with ZIA Consulting for technical services and maintenance for Electronic Content Management (ECM) for a contract term of one (1) year, for a total amount not to exceed \$59,000.00.

PUBLIC WORKS AND TRANSPORTATION

Public Works

c. A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-12-028-201 to Layne Inliner, LLC, Rehabilitation of Dobbs Branch 3 Sub-Basin, in the amount of \$2,577,520.00, with a contingency amount of \$250,000.00, for an amount not to exceed \$2,827,520.00, subject to SRF loan approval. **(District 8)**

d. A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-09-011-201 to Layne Heavy Civil, Inc., Orchard Knob Pump Station Improvements, in the amount of \$3,319,000.00, with a contingency amount of \$330,000.00, for an amount not to exceed \$3,649,000.00, subject to SRF loan approval. **(District 8)**

e. A resolution authorizing the Administrator for the Department of Public Works to apply for and, if awarded, accept a grant from Rightsparks for four (4) schools in Chattanooga, in the amount of \$10,000.00.

8. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) **Transportation.**
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

Revised Agenda for Tuesday, February 9, 2016
Page 6 of 6

9. Purchases.
10. Other Business.
11. Committee Reports.
12. Agenda Session for Tuesday, February 23, 2016.
13. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
14. Adjournment.

Proposed City Council Purchases 02-09-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R123625 General Services	Two New Blanket Contracts for Electrical Supplies	15	8	Gexpro & Mayer Electric Supply	Estimated \$500,000 Annually	General Fund	Two New Blanket Contracts for Electrical Supplies. There were 15 direct bid solicitations and we received 8 responses in the publically advertised bid proceedings. Gexpro & Mayer Electric Supply, were the lowest responsible bidders that met requirements.
R128615 Information Technology	The Purchase of Fiber Optics Services for Electric Power Board			Electric Power Board of Chattanooga	\$1,320,000	General Fund	The Purchase of Fiber Optics Services for Electric Power Board. TCA 6-56-304.2 allows for this sole source purchase exempted from usual advertising and bidding requirements.

Proposed City Council Purchases 02-09-16

<p style="text-align: center;">R107901 Public Works</p>	<p style="text-align: center;">Blanket Contract Renewal for Flow Meters Plus Maintenance and Support Services</p>	<p style="text-align: center;">10</p>	<p style="text-align: center;">2</p>	<p style="text-align: center;">American Control Services, LLC</p>	<p style="text-align: center;">Estimated \$300,000 Annually</p>	<p style="text-align: center;">Interceptor Sewer Operations</p>	<p>Blanket Contract Renewal for Flow Meters Plus Maintenance and Support Services. There were 10 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. American Control Services, LLC, was the lowest responsible bidder that met requirements.</p>
<p style="text-align: center;">R109600 Public Works</p>	<p style="text-align: center;">Blanket Contract Renewal for Valve Actuator Services</p>	<p style="text-align: center;">8</p>	<p style="text-align: center;">5</p>	<p style="text-align: center;">Industrial Valve Sales & Service Inc</p>	<p style="text-align: center;">Estimated \$250,000 Annually</p>	<p style="text-align: center;">Interceptor Sewer Operations</p>	<p>Blanket Contract Renewal for Valve Actuator Services. There were 8 direct bid solicitations and we received 5 responses in the publically advertised bid proceedings. Industrial Valve Sales & Service Inc , was the lowest responsible bidder that met requirements.</p>

Proposed City Council Purchases 02-09-16

R128858 Public Works	A New Blanket Contract for Supply and Delivery of Seepex Pump Parts	8	2	Southern Sales Company	Estimated \$150,000 Annually	Interceptor Sewer Operations	A New Blanket Contract for Supply and Delivery of Seepex Pump Parts. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Southern Sales Company. was the lowest responsible bidder that met requirements.
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City of Chattanooga

Mayor Andy Berke

February 3, 2016

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

Subject: 123625 / 303947 -- Electrical Supplies -- General Services Department

Dear Mr. Bohannon:

Council approval is recommended to issue two (2) twelve (12) month citywide blanket contracts for Electrical Supplies with the option for three (3) additional twelve (12) month terms for an estimated annual amount of \$500,000.

The invitation to bid was sent to fifteen (15) vendors as well as formally advertised. Bids were received from eight (8) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Gexpro

Stuart C. Irby

Kendall Electric

Diversified Supply, Inc.

Mayer Electric Supply

Electric Motor Sales

CED-Thurman Bryant

Maintenance Engineering, LTD

I recommend awarding the blanket contracts for Electrical Supplies to Gexpro and Mayer Electric Supply as the best complete bids meeting specifications for the City of Chattanooga. Mayer Electric Supply is certified as a Women Owned Business by the Governor's Office of Diversity Business Enterprise for the State of Tennessee and the Women's Business Enterprise National Council.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Certification Number: 012810-02
Industry: Electrical



*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*

MAYER ELECTRIC SUPPLY CO., INC.

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 3, Part 8, and the policies adopted thereunder, hereby grants the designation of
Woman Owned Business
and is recognized as such until the expiration of registration and certification on*

January 28, 2017

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelby J. Simpson

Program Director, Governor's Office of Diversity Business Enterprise



hereby grants

National Women's Business Enterprise Certification

to
Mayer Electric Supply Company, Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Blanca E. Robinson

Authorized by Blanca E. Robinson, President,
Women's Business Enterprise Council - South



Expiration Date: 07/31/2016

WBENC National Certificate Number: 243136

NAICS Codes: 423610, 444190

UNSPSC Codes: 39120000, 26121606, 39000000, 39111801, 39121601, 27112700, 39131500, 39121105, 39101900, 39121001, 39131700, 26120000, 39131704, 27110000, 39131706, 45111808, 39131710, 39110000, 39121501



Electric Motor Sales
1724 Central Avenue
Chattanooga, TN 37408

Chattanooga Electric Supply
3100 S. Orchard Knob Avenue
Chattanooga, TN 37407

City Electric Supply
1515 Central Avenue
Chattanooga, TN 37408

Sesco Electric Supply
2150 Amnicola Hwy.
Chattanooga, TN 37406

Diversified Supply Company
210 North Highland Park Avenue
Chattanooga, TN 37404

Gexpro / GE Supply
2800 Amnicola Hwy.
Chattanooga, TN 37406

Grainger
902 Creekside Road
Chattanooga, TN 37406

Graybar Electric Company
6013 John Douglass Drive
Chattanooga, TN 37421

Irby Utilities company
1875 Polk Street
Chattanooga, TN 37408

Mayer Electric Supply
799 E. 11th Street
Chattanooga, TN 37403

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

Kendall Electric Inc.
2310 Rossville Blvd.
Chattanooga, TN 37408

Power Corporation
200 Power Corporation Drive
Chattanooga, TN 37405

**Thurman-Bryant Electric
Company**
309 W. 21st Street
Chattanooga, TN 37408

Maintenance Engineering, LTD
P.O. Box 2123
Fargo, ND 58107

161	Ballast, Advance, S55 HP Sodium, 150W, 120-277V (28-20-17)	20	\$ 46.58	\$ 931.60	20	\$ 36.61	\$ 732.20	20	\$ 44.06	\$ 881.20	20	\$ 48.22	\$ 964.40	20	\$ 50.00	\$ 1,000.00	20	\$ 49.98	\$ 999.68	20	\$ 32.33	\$ 646.60
162	Ballast, 32T8 4 Bulb, 120-277 Sylvania, 49908-8 (28-20-18)	20	\$ 13.13	\$ 262.60	20	\$ 9.46	\$ 189.20	20	\$ 12.00	\$ 240.00	20	\$ 13.13	\$ 262.60	20	\$ 12.00	\$ 240.00	20	\$ 13.61	\$ 272.22	20	\$ 10.00	\$ 200.00
163	Ballast, 250W HP Sodium, 120/208/240/277V S50 (28-20-019)	20	\$ 59.96	\$ 1,199.20	20	\$ 47.19	\$ 943.80	20	\$ 56.73	\$ 1,134.60	20	\$ 62.07	\$ 1,241.40	20	\$ 60.00	\$ 1,200.00	20	\$ 64.34	\$ 1,286.80	20	\$ 47.23	\$ 944.60
164	Ballast, 400W HP Sodium, 120/208/240/277V S51 (28-20-020)	20	\$ 70.88	\$ 1,417.60	20	\$ 59.14	\$ 1,182.80	20	\$ 58.00	\$ 1,160.00	20	\$ 73.38	\$ 1,467.60	20	\$ 67.00	\$ 1,340.00	20	\$ 73.24	\$ 1,464.86	20	\$ 55.50	\$ 1,110.00
165	Ballast, PT.# EC3231, Vectaflo (28-43-001)	20	\$ 70.88	\$ 1,417.60	20	\$ -	\$ -	20	\$ -	\$ -	20	\$ -	\$ -	20	\$ -	\$ -	20	\$ 73.24	\$ 1,464.86	20	\$ -	\$ -
166	Wire, 10 GA, 500ft, THHN; Color: Blue, Purple, Brown, Yellow, Orange, Green, White, Black or Red	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -
167	Wire, 12 GA, 500ft, THHN; Color: Blue, Purple, Brown, Yellow, Orange, Green, White, Black, Red or Gray	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -
168	Wire, 14 GA, 500ft, THHN; Color: Blue, Purple, Brown, Yellow, Orange, Green, White, Black, Red, Gray or Tan	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -
169	Wire, 16 GA, 500ft, THHN; Color: Blue, Purple, Brown, Yellow, Orange, Green, White, Black, Red or Gray	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -
170	Wire, 8 GA, 1000ft, THHN; Color: Gray	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -
171	Wire, 12/3, Type SJOOW, 300V	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ -	\$ -	3	\$ 131.76	\$ 395.28	3	\$ 0.50	\$ 1.50	3	\$ -	\$ -	3	\$ -	\$ -
172	Cover, Duplex Outlet, Plastic (28-34-001)	200	\$ 0.19	\$ 38.00	200	\$ 0.25	\$ 50.00	200	\$ 0.18	\$ 35.80	200	\$ 0.22	\$ 44.00	200	\$ 0.22	\$ 44.00	200	\$ 0.22	\$ 43.78	200	\$ 0.23	\$ 46.00
173	Cover, Duplex Outlet, Metal (28-34-002)	200	\$ 0.95	\$ 190.00	200	\$ 1.24	\$ 248.00	200	\$ 0.33	\$ 66.00	200	\$ 0.88	\$ 176.00	200	\$ 0.79	\$ 158.00	200	\$ 0.84	\$ 167.85	200	\$ 0.33	\$ 66.00
174	Cover Plate, SS82 302SS, 2 Gang, 2 Duplex (28-24-003)	200	\$ 1.93	\$ 386.00	200	\$ 2.74	\$ 548.00	200	\$ 1.51	\$ 302.00	200	\$ 3.93	\$ 786.00	200	\$ 2.00	\$ 400.00	200	\$ 1.68	\$ 335.70	200	\$ 2.38	\$ 476.00
175	Receptacle, Duplex, 20amp, 12 (28-35-002)	200	\$ 1.12	\$ 224.00	200	\$ 1.88	\$ 376.00	200	\$ 0.94	\$ 188.00	200	\$ 1.22	\$ 244.00	200	\$ 1.00	\$ 200.00	200	\$ 1.10	\$ 219.49	200	\$ 1.05	\$ 210.00
176	Connector Male, 1/2" in Tube Size, Nylon, Grainger 2GVF6 (28-42-001)	6	\$ 2.90	\$ 17.40	6	\$ 6.34	\$ 38.04	6	\$ 2.59	\$ 15.54	6	\$ 3.29	\$ 19.74	6	\$ 2.50	\$ 15.00	6	\$ -	\$ -	6	\$ 2.88	\$ 17.28
177	Heat Tape, Chromalox, CHR383400 (28-44-104)	1,500	\$ 9.59	\$ 14,383.50	1,500	\$ 15.30	\$ 22,950.00	1,500	\$ 2.78	\$ 4,170.00	1,500	\$ 10.59	\$ 15,885.00	1,500	\$ 7.11	\$ 10,665.00	1,500	\$ 9.83	\$ 14,742.00	1,500	\$ 14.00	\$ 21,000.00
178	Straight Blade Connector, P&S 5269-X, 15amp, 125V (28-48-001)	6	\$ 6.59	\$ 39.54	6	\$ 8.00	\$ 48.00	6	\$ 9.07	\$ 54.42	6	\$ 6.21	\$ 37.26	6	\$ 6.41	\$ 38.46	6	\$ 9.21	\$ 55.28	6	\$ 7.12	\$ 42.72
179	Plug Straight Blade, P&S 5266-X, 15amp, 125V (28-48-002)	50	\$ 4.53	\$ 226.50	50	\$ 5.31	\$ 265.50	50	\$ 5.00	\$ 250.00	50	\$ 3.64	\$ 182.00	50	\$ 4.41	\$ 220.50	50	\$ 5.08	\$ 254.07	50	\$ 4.73	\$ 236.50
180	Connector, Hubbell, HBL5366C, 2 Pole, 20amp (28-48-003)	6	\$ 14.05	\$ 84.30	6	\$ 5.50	\$ 33.00	6	\$ 10.70	\$ 64.20	6	\$ 4.93	\$ 29.58	6	\$ 14.29	\$ 85.74	6	\$ 6.99	\$ 41.95	6	\$ 4.65	\$ 27.90
181	Female Plug, 20amp, Hubbell HBL5369C (28-48-004)	6	\$ 23.29	\$ 139.74	6	\$ 12.38	\$ 74.28	6	\$ 18.20	\$ 109.20	6	\$ 8.16	\$ 48.96	6	\$ 7.11	\$ 42.66	6	\$ 12.09	\$ 72.55	6	\$ 10.47	\$ 62.82
182	Light Assembly, Nulite, FG324, LED (28-48-005)	6	\$ 157.50	\$ 945.00	6	\$ -	\$ -	6	\$ 124.00	\$ 744.00	6	\$ -	\$ -	6	\$ -	\$ -	6	\$ -	\$ -	6	\$ 110.00	\$ 660.00
183	Lamp Assembly, QL505, Quartz (28-49-001)	6	\$ 18.88	\$ 113.28	6	\$ 32.00	\$ 192.00	6	\$ 28.31	\$ 169.86	6	\$ 44.92	\$ 269.52	6	\$ 31.00	\$ 186.00	6	\$ 36.37	\$ 218.23	6	\$ 16.70	\$ 100.20
184	Voltage Monitor, R-K Electronics, TVM-400-20, 3 Phase, 50/60Hz (28-53-003)	6	\$ 96.72	\$ 580.32	6	\$ 104.00	\$ 624.00	6	\$ 54.28	\$ 325.68	6	\$ 123.39	\$ 740.34	6	\$ 56.00	\$ 336.00	6	\$ 119.03	\$ 714.19	6	\$ 87.45	\$ 524.70
185	Cable, 10-2 Romex, Copper	1,000	\$ -	\$ -	1,000	\$ -	\$ -	1,000	\$ 0.18	\$ 184.00	1,000	\$ -	\$ -	1,000	\$ 0.35	\$ 350.00	1,000	\$ 0.40	\$ 401.99	1,000	\$ -	\$ -
186	Locknut, Conduit, BL-50, 1/2"	500	\$ 0.05	\$ 25.00	500	\$ 0.27	\$ 135.00	500	\$ 0.08	\$ 37.80	500	\$ 0.12	\$ 60.00	500	\$ 0.07	\$ 35.00	500	\$ 0.09	\$ 44.45	500	\$ 0.07	\$ 35.00
187	Locknut, Conduit, BL-75, 3/4"	500	\$ 0.08	\$ 39.00	500	\$ 0.30	\$ 150.00	500	\$ 0.10	\$ 50.50	500	\$ 0.21	\$ 105.00	500	\$ 0.08	\$ 40.00	500	\$ 0.08	\$ 41.27	500	\$ 0.08	\$ 40.00
188	Locknut, Conduit, BL-100, 1", A	500	\$ 0.14	\$ 70.50	500	\$ 0.45	\$ 225.00	500	\$ 0.29	\$ 143.50	500	\$ 0.34	\$ 170.00	500	\$ 0.16	\$ 80.00	500	\$ 0.17	\$ 86.08	500	\$ 0.13	\$ 65.00
189	Locknut, Conduit, BL-150, 1-1/2"	500	\$ 0.23	\$ 117.00	500	\$ 0.65	\$ 325.00	500	\$ 0.34	\$ 168.50	500	\$ 0.70	\$ 350.00	500	\$ 0.34	\$ 170.00	500	\$ 0.38	\$ 191.39	500	\$ 0.27	\$ 135.00
190	Locknut, Conduit, BL-200, 2", A	500	\$ 0.37	\$ 185.50	500	\$ 0.80	\$ 400.00	500	\$ 0.47	\$ 236.85	500	\$ 1.01	\$ 505.00	500	\$ 0.39	\$ 195.00	500	\$ 0.45	\$ 227.34	500	\$ 0.30	\$ 150.00
191	Wire Connector, Size 1, King	1,000	\$ 0.02	\$ 15.50	1,000	\$ 0.41	\$ 410.00	1,000	\$ 0.05	\$ 51.90	1,000	\$ -	\$ -	1,000	\$ 0.07	\$ 70.00	1,000	\$ 0.06	\$ 57.17	1,000	\$ 0.06	\$ 60.00
192	Wire Connector, Size 2, King	1,000	\$ 0.02	\$ 16.50	1,000	\$ 0.41	\$ 410.00	1,000	\$ 0.06	\$ 55.30	1,000	\$ -	\$ -	1,000	\$ 0.11	\$ 107.50	1,000	\$ 0.06	\$ 58.05	1,000	\$ 0.07	\$ 70.00
193	Wire Connector, Size 3, King	1,000	\$ 0.03	\$ 25.00	1,000	\$ 0.51	\$ 510.00	1,000	\$ 0.06	\$ 55.90	1,000	\$ -	\$ -	1,000	\$ 0.19	\$ 194.00	1,000	\$ 0.08	\$ 75.43	1,000	\$ 0.08	\$ 80.00
194	Wire Connector, Size 4, King	1,000	\$ 0.04	\$ 36.00	1,000	\$ 0.51	\$ 510.00	1,000	\$ 0.08	\$ 79.80	1,000	\$ -	\$ -	1,000	\$ 1.53	\$ 1,528.75	1,000	\$ 0.08	\$ 84.63	1,000	\$ 0.09	\$ 90.00
195	Wire Connector, Size 5, King	1,000	\$ 0.05	\$ 50.00	1,000	\$ 0.76	\$ 760.00	1,000	\$ 1.10	\$ 1,100.00	1,000	\$ -	\$ -	1,000	\$ 1.53	\$ 1,528.75	1,000	\$ -	\$ -	1,000	\$ 0.13	\$ 130.00
196	Wire Connector, Size 6, King	1,000	\$ 0.04	\$ 40.40	1,000	\$ 0.76	\$ 760.00	1,000	\$ 2.13	\$ 2,130.00	1,000	\$ -	\$ -	1,000	\$ 1.53	\$ 1,528.75	1,000	\$ 0.13	\$ 128.18	1,000	\$ 0.34	\$ 340.00
197	Fuse, Boiler, Ferraz & Shawmut, TRS25R, 600V, 25amp	50	\$ 5.43	\$ 271.50	50	\$ 8.74	\$ 437.00	50	\$ 5.03	\$ 251.50	50	\$ 2.96	\$ 148.00	50	\$ 7.41	\$ 370.50	50	\$ 6.57	\$ 328.65	50	\$ 7.12	\$ 356.00
198	Fuse, Ferraz & Shawmut, TR10R, 250V, 10amp	50	\$ 3.05	\$ 152.50	50	\$ 4.86	\$ 243.00	50	\$ 2.89	\$ 144.50	50	\$ 1.66	\$ 83.00	50	\$ 4.32	\$ 216.00	50	\$ 3.70	\$ 184.85	50	\$ 4.06	\$ 203.00
199	Fuse, Ferraz & Shawmut, ATQR1, 600V, 1amp	50	\$ 7.96	\$ 398.00	50	\$ 10.86	\$ 543.00	50	\$ 7.93	\$ 396.50	50	\$ 4.25	\$ 212.50	50	\$ 9.90	\$ 495.00	50	\$ 8.58	\$ 428.90	50	\$ 9.52	\$ 476.00
200	Fuse, Ferraz & Shawmut, ATQR10, 600V, 10amp	50	\$ 8.57	\$ 428.50	50	\$ 11.69	\$ 584.50	50	\$ 7.93	\$ 396.50	50	\$ 4.57	\$ 228.50	50	\$ 9.90	\$ 495.00	50	\$ 9.23	\$ 461.40	50	\$ 10.24	\$ 512.00

_____ % for Electrical Supplies Only Not Listed; Percentage Discount (-), Markup (+) or Net (0). This bid does not include Components	11%	-50%	11%	18%	8%		10%
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Please Note: You must designate a (-) for Discount, a (+) for Markup or a (0) for Net. If nothing is in front of the Percentage, the City will consider this a Markup.

\$ 52,627.70

\$ 59,700.89

\$ 41,113.94

\$ 50,688.44

\$ 46,217.12

\$ 51,720.78

\$ 50,176.67

199	Fuse, Ferraz & Shawmut, ATQR1, 600V, 1amp	50	\$ 7.96	\$ 398.00	50	\$ 10.86	\$ 543.00	50	\$ 7.93	\$ 396.50	50	\$ 4.25	\$ 212.50	50	\$ 9.90	\$ 495.00	50	\$ 8.58	\$ 428.90	50	\$ 9.52	\$ 476.00	
200	Fuse, Ferraz & Shawmut, ATQR10, 600V, 10amp	50	\$ 8.57	\$ 428.50	50	\$ 11.69	\$ 584.50	50	\$ 7.93	\$ 396.50	50	\$ 4.57	\$ 228.50	50	\$ 9.90	\$ 495.00	50	\$ 9.23	\$ 461.40	50	\$ 10.24	\$ 512.00	
% for Electrical Supplies Only Not Listed:																							
Percentage Discount (-), Markup (+) or Net (0). This bid does not include Components.		11%		-50%		11%		18%		8%						10%							

Please Note: You must designate a (-) for Discount, a (+) for Markup or a (0) for Net. If nothing is in front of the Percentage, the City will consider this a Markup.

\$ 42,871.58

\$ 49,717.00

\$ 32,132.33

\$ 46,162.07

\$ 38,377.61

\$ 46,310.74

\$ 44,266.55



City of Chattanooga

Mayor Andy Berke

February 4, 2016

Mr. Brent Messer
Chief Information Officer
Information Technology Department
100 East 11th Street, 4th Floor
Chattanooga, TN 37402

Subject: Requisition 128615- Fiber Optics Services – Electric Power Board of Chattanooga -
Information Technology Department

Dear Mr. Messer:

Council approval is recommended for the purchase of Fiber Optics Services from Electric Power Board of Chattanooga. These services include video, voice, and data services and will cover all City locations utilizing Fiber Optics services. The annual estimated spend for this service is not expected to exceed \$1,320,000.00.

Electric Power Board of Chattanooga is a sole provider of Fiber Optics communications services. This purchase is required to support the infrastructure and operational needs of the City as a whole.

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

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/sl

Attachments



Preferences Help Close Window

10K Validation Approval : Purchase Requisition 128615 for Pierce, Jodi (575,000.00 USD)- NIGP Code: 962-58-00

Approve Reject Reassign More Information Request

From **Pierce, Jodi** Description **6 months of VLAN, phone lines and internet service IT, Moc Bend, Nooga Net, and Outdoor Chattanooga**
 To **10K Excess Notification**
 Sent **21-Dec-2015 13:58:49** Requisition Total **575,000.00 USD**
 Due **28-Dec-2015 13:58:49** Estimated Tax **0.00 USD**
 ID **1368386** Attachments [20151221145636.pdf](#)

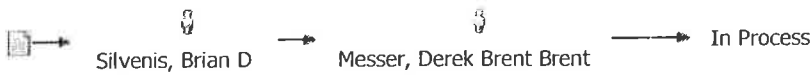
This Requisition will cause the total purchase of this commodity to exceed \$10,000 for the previous 12 months.

NOTE: If you want the Requestor to enter a requisition for a Blanket Agreement for this commodity, reject this requisition.

APPROVAL of this requisition will forward it to the next approver without a Blanket Agreement.

REJECTION of this requisition will return it to the requestor with a notification to create a requisition for a Blanket Agreement.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Pierce, Jodi Ryan	Submitted	21-Dec-2015 13:58:49	

Related Applications

[Open Document](#)

Response

Note ^
v

[Return to Worklist](#)

Display next notification after my response

Approve Reject Reassign More Information Request

[Privacy Statement](#)

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Sharon Lea <slea@chattanooga.gov>

Fwd: Intragovernmental Services Agreement

1 message

David Carmody <dcarmody@chattanooga.gov>
To: Slea@chattanooga.gov

Wed, Feb 3, 2016 at 2:33 PM

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

From: **Wade Hinton** <whinton@chattanooga.gov>
Date: Wednesday, February 3, 2016
Subject: Fwd: Intragovernmental Services Agreement
To: David Carmody <dcarmody@chattanooga.gov>

Wade A. Hinton

City of Chattanooga

City Attorney / Chief Legal Officer

(423) 643-8250

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

From: **King, Katie** <kingks@epb.net>
Date: Mon, Jan 25, 2016 at 4:10 PM
Subject: Intragovernmental Services Agreement
To: Hinton Wade <hinton_wade@chattanooga.gov>, "vmeachen@chattanooga.gov" <vmeachen@chattanooga.gov>

Please see attached with the changes we discussed incorporated.

--
David Carmody | Deputy Chief Operating Officer
City of Chattanooga

(423) 643-7813
dcarmody@chattanooga.gov



2016.01.25 Draft City of Chattanooga Master Services Agreement v5.docx
951K



INTERGOVERNMENTAL COMMUNICATIONS SERVICES AGREEMENT

This Agreement is entered by and between the Electric Power Board of Chattanooga, an independent board of the City of Chattanooga ("EPB") and the City of Chattanooga, a Tennessee municipal corporation ("Customer") as of the ____ day of _____, 2016 ("Effective Date").

WHEREAS, Customer wishes to purchase communications services from EPB, including video, voice and data services; and

WHEREAS, EPB wishes sell such services to Customer for the rates and pursuant to the terms and conditions listed in the various schedules listed below, attached hereto and incorporated herein by reference ("Attachments"); and

WHEREAS, Customer and EPB mutually agree that all present and future communications services shall be provided pursuant to the rates, terms and conditions and for a term of three (3) years from the Effective date as set forth more fully in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EPB and Customer hereby agree to be legally bound by the terms and conditions set forth in the Attachments. When Customer desires to purchase services from EPB, Customer shall submit a completed Order Form to EPB.

Issues to Address: 1) Minimum Revenue Commitment, 2) Installation Charges & Term Discounts, 3) Does term with each order or do all orders have same termination date?

Each Party represents that it has read this Agreement and all incorporated Attachments, that it is authorized to enter into this Agreement, and that the person signing below is authorized to bind such Party to this Agreement.

ELECTRIC POWER BOARD OF CHATTANOOGA,
an independent board of the City of Chattanooga

CITY OF CHATTANOOGA, a Tennessee
municipal corporation

Name: _____
Title: _____

Name: _____
Title: _____

ATTACHMENTS

- Fiber Optics Commercial Terms and Conditions
- Co-Location Terms and Conditions
- Service Level Agreement(s) – Pro Internet, VLAN
- Rate Card
- Order Confirmation

Fiber Optics Terms and Conditions of Service for Commercial Customers

Acceptable Use of Services. EPB Fiber Optics has published acceptable use terms and conditions for Services. Customers who knowingly violate these terms may have their use of services revoked or suspended. Copies of these acceptable use terms and conditions are available at EPB's headquarters and at www.epbFi.com. Customers are encouraged to read and follow the Acceptable Use Policy. Customer may not use Pay-Per-View for commercial gain or public viewing without EPB's prior express authorization. The Service(s) provided herein are for Customer's use only, and Customer shall not use or permit the use of these services for any other purpose. Customer shall not make the Service(s) or permit the Service(s) to be made available for resale. Customer may not resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service; tamper with, disrupt or "hack" EPB's Equipment, or make use of the Service in any way that is inconsistent with its intended purpose. Customer also agrees to comply with all end-user license agreements that accompany the Equipment or are otherwise applicable to Customer's use of the Equipment and the Services. All such agreements are incorporated herein by reference. Upon termination of this Agreement, all end-user licenses also terminate; Customer agrees to return to EPB or destroy at that time all versions and copies of all software received in connection with the Services. EPB reserves the right to terminate Customer's Service should you, in EPB's sole discretion, commit any of the actions listed above. Customer is responsible for any liability or charges billed by any program provider.

Assignment. This Agreement is non-assignable without the express written consent of EPB Fiber Optics.

Billing and Payment. EPB will bill all charges, applicable taxes, and fees monthly in advance (except for usage based charges, which will be billed monthly in arrears). Applicable charges will be set forth in EPB's then-current fee schedule found at www.epbFi.com. Some government imposed fees and taxes may be imposed or become applicable retroactively, and Customer will be responsible for paying any such charge. If Customer is exempt from payment of such taxes, Customer must provide EPB with an original certificate that satisfies all applicable legal requirements. A tax exemption will only apply from and after the date we receive it. Failure to pay the total balance when due may be grounds for disconnecting service and/or imposing a late fee. EPB may charge a reasonable fee for all returned check and bankcard chargebacks. The returned amount plus fee must be paid by cash, cashier's check or money order. If EPB retains an agency or attorney to collect any amount owed, Customer will be obligated to pay all of EPB's costs of collection, including attorneys' fees. If Customer disputes any charges, Customer must notify EPB within sixty (60) days of the date of Customer's EPB invoice, or any such dispute will be waived.

Changes to Service Terms and Conditions. Subject to applicable law, EPB has the right to change our Services and equipment at any time. EPB may also change, add or remove programming features or offerings contained in the Service or other Terms & Conditions related to the Service. EPB will provide notice of changes to the Service and to these Terms & Conditions consistent with applicable law. EPB may also post notice of such changes at www.epbFi.com or send notice to Customer to the email address on EPB's account records.

Copyright. Any firmware or software used to provide the Service and all Services, information, documents and materials provided by EPB in written or electronic form are protected by trademark, copyright or other intellectual property laws. Customer's use of this firmware, software and the Services is subject to these laws. All names, service marks, trademarks, trade names, logos, content, photographs, sound or image files and domain names (collectively "marks") of EPB are and shall remain the exclusive property of EPB, and nothing in these Terms & Conditions shall grant Customer the right or license to use any of such marks.

Credit Policy. EPB reserves the right to review Customer's previous billing history with EPB or access Customer's credit history through a credit reporting agency.

Customer's Responsibilities: To the extent applicable to a municipal entity under Tennessee law, Customer shall: (1) Be responsible for and pay any and all local, state or federal taxes or charges in the nature of taxes imposed by any governmental authority or regulatory agency, in addition to the charges required by EPB pursuant to the Agreement; (2) Upon the request of EPB, promptly furnish any technical information or specifications relating to its system as may be reasonably required by EPB; (3) Upon the request of EPB, promptly provide identified employees or contractors of EPB safe access to Customer's premises at all reasonable times for the purpose of installing, maintaining, repairing, removing, exchanging or inspecting any or all equipment and facilities belonging to EPB; (4) Provide adequate right-of-way over, access to and space within Customer's premises, as determined by EPB, for EPB's facilities and equipment; (5) Not permit or use EPB's system or facilities for any use or purpose not permitted by EPB's Acceptable Use Policy or by applicable federal, state or local law or regulation, including, without limitation, and any laws or regulations presently in force or hereafter adopted pertaining to broadcast or other "spam" e-mails; and (6) Be responsible for and protect the property, equipment and facilities of EPB on Customer's premises.

E911 Notice. In order for 911 calls to be properly directed, EPB must have Customer's correct service address. Fi Phone uses the electric power in Customer's business. In the event of a power outage, 911 calling may be interrupted if battery back-up is not installed, fails or is exhausted. Calls may not be completed in the event of problems with network facilities or other technical problems. Prior to changing Customer's address, please call (423) 648-1500 to provide EPB with notice. EPB will require several business days to update Customer's service address in the E911 system.

Equipment. All equipment issued to Customer by EPB shall remain the property of EPB at all times. Customer agrees to be responsible for any loss, theft or damage of EPB Fiber Optics' equipment. If equipment is lost or damaged, please contact Customer's insurance company to file a claim. EPB is not responsible for the maintenance, operation, service or repair of any of Customer's equipment connected to the Services, including without limitation television, computer, telephone or any other device. Customer agree to allow EPB or its agents to send software to Customer's equipment and to configure Customer's equipment when necessary to provide Services, even if doing so changes, adds or removes features or functionality of any such equipment. Absent gross negligence or willful misconduct, EPB will not be responsible for any damage to Customer's equipment arising from such activities. In the event of such damage,

EPB's maximum liability to Customer is \$500 for the cost of repairs. If Customer is not the owner of the equipment, Customer is responsible for obtaining any necessary approval from the owner to allow EPB to access this equipment and to perform the activities listed above.

Force Majeure. EPB shall not be liable for any failure, interruption or diminution of service in the event that such failure, interruption or diminution is caused by or due to causes beyond its control, including, but not limited to, acts of God; fire, earthquake, flood, water, the elements or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions; insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies, including cable, fiber, switching and other network equipment of third parties; unavailability of transportation; acts or omissions of third parties; or any other cause beyond EPB's reasonable control.

Governing Law. These Terms & Conditions and the relationship between Customer and EPB shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles.

Hold Harmless. To the extent permitted by Tennessee law, each party agrees to hold the other harmless from all liabilities, damages, claims and expenses that arise from Customer's or a User's use or misuse of the Service; from any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret or other intellectual property; from use or failure of the 911/E911 functionality or any other dialing associated with a home security, home detection, medical monitoring or other similar system; and from a breach of any provision of these Terms & Conditions.

Installation and Access. As the customer, Customer agrees to allow EPB Fiber Optics the right to enter Customer's property for the purposes of adjusting, repairing, replacing, maintaining, moving, auditing or removing any equipment if necessary. Customer represents that Customer either owns the property or has the right to allow EPB to install any necessary equipment and wiring to provide Customer service. Customer also agrees to allow access for the purpose of checking signal quality. Customer should always ask for proper identification anytime an EPB employee or contractor requests entry to Customer's property. If identification is not provided, please do not allow access.

Limitation of Liability. IN NO EVENT SHALL EPB BE LIABLE TO CUSTOMER OR TO ANY USER OF CUSTOMER'S SERVICE FOR LOSS OF PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THE AGREEMENT, EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING CUSTOMER'S COMPUTERS AND EQUIPMENT, SECURITY BREACHES, VIRUSES, EASVESDROPPING, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES, OR ANY USE OF THE EQUIPMENT OR SERVICES OF EPB THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTELLECTUAL PROPERTY OR CONTRACTUAL OR OTHER RIGHTS OF ONE OR

MORE THIRD PARTIES. If applicable, the outage credits provided for in the Service Level Agreement represent the sole liability of EPB for any interruption or failure of service or any breach or other claim arising from the Agreement. Otherwise, EPB's liability shall not exceed the total amount paid by Customer to EPB for non-usage based charges in the prior month. It is expressly understood that EPB shall have no liability for any damage to Customer or any other person claimed to have resulted from Customer's use of the Service(s). EPB is not liable for any inconvenience, loss, liability or damage resulting from any interruption of or defect with the Service or equipment including, without limitation, interruptions or defects caused directly or indirectly by matters beyond our control. In no event shall EPB be liable for any direct, indirect, incidental special, treble, exemplary consequential or punitive damages from whatever cause under any circumstances or legal theory, even if EPB has been advised of the possibility of such damages.

Miscellaneous. These Terms & Conditions and any other documents incorporated by reference constitute the entire agreement and understanding between Customer and EPB with respect to EPB's provision of the Service(s) and related equipment. They replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If EPB fails to insist upon or enforce strict performance of any provision of these Terms & Conditions, it shall not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms & Conditions.

No Waiver. A waiver by either party of a breach of any provision of the Agreement and these General Terms must be in writing, and no such written waiver shall operate as, nor be construed as, a waiver of any subsequent breach.

No Warranties. EPB makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement usage of trade, course of dealing or course of performance or any warranty that the service or the equipment will meet customer's requirements. The Service and the equipment are provided to Customer on an "as is" basis. The Service is not fail-safe and may be disrupted. Without limiting the foregoing, EPB does not warrant that the service will be without failure, delay, interruption, error, degradation of quality, or loss of content, data or information. Neither EPB nor its officers, directors, employees, contractors or any other service provider who furnishes services or products to customer in connection with these Terms & Conditions or the Service will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alteration, theft or destruction of customer's data or information regardless of whether such damage occurs as a result of negligence by EPB, its contractors or service providers. Statements and descriptions concerning the Service or equipment, if any, by EPB or by EPB's authorized representatives are informational and are not given as a warranty of any kind.

Parental Control. Parental control features are available for Customer's use with EPB Fiber Optics services.

Right to Audit. Customers receiving Bulk Viewing and Public Viewing packages agree that EPB's pricing is calculated based upon the number of outlets or fire code capacity. Such Customers agree to notify EPB in advance of any addition to the number of outlets or to the fire code capacity of Customer's building. EPB reserves the right to audit Customer's premise for changes in the active number of outlets or increase in room capacity. Customer agrees to pay an increased rate for all unreported outlets or increases in fire code capacity retroactive to the date of installation or prior audit, whichever is later.

Service Changes. As with all our utility services, one call to our office will take care of Customer's needs. Please call 648-1500 should Customer decide to alter Customer's services, move or make any other changes.

Survival. Certain obligations under these Terms & Conditions by their terms continue beyond termination of the Service including, but not limited to, provisions dealing with access to property, disclaimers of warranties, limitations of liability and indemnity. The termination, expiration or cancellation of Service under these Terms & Conditions shall in no way affect the survival of such obligations.

Term. The Agreement shall commence on the date set forth on the Agreement. The initial term of the Agreement shall be from the date of the Agreement through the Initial Term shown on the Agreement. Thereafter, EPB shall continue to provide services to Customer on a month to month term at then-current rates until Customer provides EPB with thirty (30) days prior written notice of cancellation.

Termination. If Customer fails to pay fees or charges when due, EPB may terminate the Agreement on ten (10) days' notice. Either party may terminate the Agreement for the other party's default of an obligation under the Agreement and failure to cure such default within thirty (30) days' of written notice of such default ("Cause"). If Customer terminates the Agreement at any time prior to the expiration of the Initial Term other than for Cause, or if EPB terminates the Agreement contract for nonpayment of fees or charges or for Cause, Customer shall be immediately responsible for payment of all charges and expenses incurred to date plus a termination charge equal to 50% of the total monthly charges (excluding variable usage charges) that would have become due for the remainder of the term if such termination had not occurred plus any waived installation charges or other fees. Customer acknowledges that such termination is reasonable and forms an integral portion of the rates and charges established in the Agreement. All amounts due EPB will become immediately due and payable.

Video Programming. Customer acknowledges that EPB has the right at any time to preempt without notice specific advertised programming and to substitute programming, which EPB deems to be comparable.

Wiring. In a single dwelling unit, all inside wiring is the Customer's property. In a multiple dwelling unit or a commercial premise, wiring is not the Customer's property unless purchased by the Customer. Ownership of wiring begins twelve (12) inches from where the wiring enters the outside of the customer's premise.

EPB CO-LOCATION SPACE RENTAL TERMS AND CONDITIONS

Grant of Right; Term. EPB owns Space as described in the Proposal. Subject to the terms and conditions of this Agreement, EPB hereby grants to Tenant the right to access (24 hours a day, 7 days a week), occupy and use certain prepared rack space in the EPB Co-Location facility located at 1401 Oak Street in Chattanooga, Tennessee. This Agreement shall become effective on the date of equipment installation by Tenant and shall remain in effect for the term indicated in the Proposal. After the expiration of the initial term, this Agreement shall continue month to month until either party terminates the Agreement by providing sixty (60) days prior written notice of its intent to terminate. If Tenant chooses to continue occupying the Space on a month to month basis at the expiration of the initial term, Tenant's pricing shall increase by ten percent 10% or to EPB's then-current pricing, whichever is higher.

Acknowledgement. Tenant acknowledges that this Agreement grants only a right to occupy, place and install its equipment subject to the terms and conditions contained herein. Without limiting the generality of the foregoing, Tenant stipulates, acknowledges and agrees that it does not have any right to occupy or use any part of the space other than for the limited purposes set forth herein or to control the functionality or routing capabilities of EPB transmission or switching facilities. Subject only to the rights granted to Tenant in this Agreement, nothing contained in this Agreement shall be construed to limit EPB's right to maintain and operate its own facilities as EPB shall determine in its sole discretion, or limit or restrict EPB in any way with respect to any agreement or arrangement which EPB has previously entered into, or may hereafter enter into, with any third party.

Condition of Presence; Use. The Space shall be accepted "AS-IS" by Tenant. Tenant shall provide to EPB an inventory of all equipment and related appurtenances which it installs in the space and other reasonable technical information about Tenant's equipment. Tenant may use the space for the purposes of installing, maintaining, repairing, replacing and operating the equipment as set forth in the referenced inventory of equipment in connection with its telecommunication activities, which may include interconnection with EPB. Title to, and all risk of loss for, such equipment shall remain with Tenant. All decisions concerning location of the equipment and installation of the equipment will be at the sole discretion of EPB. Tenant shall not use the space or equipment contrary to the limitations of these Terms and Conditions or permit anything to be done in or about the space or bring or keep anything therein which will in any way increase the rate of insurance upon EPB's property or any of its contents or cause a cancellation of said insurance or otherwise adversely affect said insurance in any manner.

Fees. This Agreement is made for and in consideration of the covenants herein contained and the payments described in the Proposal. Nothing contained in this Agreement shall obligate EPB to provide additional space, and the parties understand and agree that the fees and rates for other and additional space are subject to negotiation in the future. Tenant shall make all payments due within thirty (30) days after receipt of an invoice for same (the "Due Date").

Technical Specifications. Tenant's equipment and any subsequent modifications thereto which is utilized for interconnection with EPB shall be Network Equipment Building Standards ("NEBS") level 3 compliant.

Maintenance and Repair. Tenant shall be responsible for the proper maintenance and repair of the equipment, including any maintenance or repair that EPB reasonably determines is necessary to eliminate any potentially unsafe or undesirable conditions. If Tenant fails to rectify the condition to EPB's reasonable satisfaction within ten (10) days after notification, EPB may undertake or arrange for the required maintenance and/or repair, without first giving notice to Tenant and without subjecting itself to any liability for damage to any equipment or for any interruption of Tenant's services. Tenant shall then reimburse EPB for all costs relating to such maintenance or repair, including the costs of all labor and materials plus an additional administrative fee of twenty percent (20%) of the total bill over and above the costs for any maintenance that EPB may perform on Tenant's behalf. Such maintenance and repair costs shall be at EPB's then-current Carrier Rates plus the actual costs incurred by EPB for third party vendors for such maintenance and repairs. EPB may change the rates upon sixty (60) days' notice to Tenant. Upon notification of a change in rates, Tenant may terminate this Agreement upon thirty (30) days' prior notice.

Insurance: Tenant shall provide, and shall at all times during the term of this Agreement, carry at its own expense, the following minimum insurance:

- i. Statutory workers' compensation insurance and policies of liability insurance covering the risks assumed in performance of work under this Agreement. General liability and vehicle liability insurance with minimum policy limits of \$1,000,000.00 for personal injury to or death of any one person, and \$2,000,000.00 aggregate for any one accident. Such insurance shall include, without limitation, Products/Completed Operations, Broad Form Property Damage Coverage, and Blanket Contractual Liability Coverage to insure the indemnity and hold harmless provisions of this Agreement. The general liability and vehicle liability insurance shall have minimum policy limits of \$1,000,000.00 for property damage. In addition, Tenant shall maintain an umbrella policy with minimum limits of \$3,000,000.00 over and above any other forms of insurance required under this Agreement. All certificates of insurance shall list EPB as an additional insured and shall contain a provision requiring thirty (30) days prior notice to EPB in the event of cancellation or material change in coverage.
- ii. Prior to installation of its equipment under this Agreement, and from time to time thereafter, Tenant shall submit to EPB certificates evidencing the minimum insurance coverage required under this Agreement.
- iii. In the settlement or compromise by Tenant or its insurer of any claims arising out of Tenant's performance under this Agreement, Tenant shall obtain and provide to EPB properly executed written releases, in a form satisfactory to EPB and Tenant or its insurer, releasing EPB from any and all liability if EPB was not in any way liable for same.

Removal. At the Expiration Date, Tenant (and any person claiming through Tenant, including any vendor or financier of any equipment, together with Tenant, the "Remover") will have thirty (30) days ("Removal Period") to remove the equipment at the sole cost and expense of Tenant,

and provided, further, that Remover shall repair any damage to the space resulting from such removal. Any items of equipment which remain in the space after the Removal Period may, at EPB's option exercised at any time after not less than five (5) days' notice to Tenant, be deemed to be abandoned, and subject to any third party rights in such equipment in such case either be retained by EPB as its property or may be disposed of, without accountability, in such manner as EPB may see fit at Tenant's expense. Tenant hereby waives any claims to such abandoned equipment and shall indemnify EPB against all reasonable costs and expenses incurred by EPB in storing, removing and disposing of such equipment after expiration of the Removal Period.

Surrender. Tenant shall surrender the space upon the expiration or termination of this Agreement in as good a condition as received, subject to normal wear and tear. In the event of damage or alteration of the space, Tenant shall be responsible for any costs incurred by EPB in order to restore the space to its previous condition.

Interference. Tenant shall not use the Space in any way that will interfere with EPB's use of the site; provided, however, that Tenant's use of the Space and site in accordance with this Agreement shall at no times be construed to be interfering with EPB's use of the site.

Access. EPB shall provide Tenant with twenty-four (24) hour access, subject to compliance with such reasonable security procedures as EPB may from time to time adopt and communicate in writing to Tenant, to the extent that such access is related to the operation, maintenance or repair of Tenant's equipment. All of Tenant's rights of access under this section shall terminate upon the Expiration Date; provided that Tenant shall continue to have access after such expiration or termination to remove its equipment in accordance with these terms and conditions.

Power. EPB will provide Tenant with power as described in the Proposal and as required for the equipment; provided, however, that EPB shall incur no liability to Tenant whatsoever should any power become unavailable from any public utility company, public authority or any other person, firm or corporation supplying, distributing or responsible for such utility or service.

Installation and Inspection. EPB may (a) provide a representative to observe and inspect Tenant's installation of the equipment, and (b) make periodic inspections of any equipment upon reasonable advance notice of such inspections; and Tenant shall have the right to be represented during such inspections; provided, however, if in the sole judgment of EPB, safety considerations require an inspection without the delay of providing notice, EPB may make such inspection immediately but shall provide notice of such inspection to Tenant. The making of periodic inspections or the failure to do so shall not operate to impose upon EPB any liability of any kind whatsoever, or relieve Tenant of any responsibility, obligation or liability assumed under this Agreement.

Interruptions. EPB will use reasonable efforts to ensure that the space will be free of interruptions of services provided by other third parties, provided, however, that EPB does not warrant that the use of the space will be free from such interruptions.

Limitation of Liability. If Customer has purchased an SLA, the remedies provided in the SLA shall be Customer's sole and exclusive remedy under this Agreement. Otherwise, in the event of an outage that lasts more than eight (8) hours, Tenant shall be entitled to a pro-rated credit of its monthly service fee provided for in this Agreement which pro-rated credit represents the sole liability of EPB for any interruption or failure of service. The credit shall be a pro-rata share of Tenant's monthly charge, not to exceed Tenant's total monthly charge. Any claim for such a credit must be made within thirty (30) days following such outage or malfunction. The foregoing shall represent the sole liability of EPB for damages resulting from or arising in connection with this Agreement. In no event shall EPB be liable to any user of Tenant's service for loss of profits or for special, indirect, incidental, exemplary, consequential or punitive damages arising from the relationship or the conduct of business under this Agreement, even if EPB has been advised of the possibility of any such damages. Without limiting the foregoing, EPB shall have no liability for any claims, losses, actions, damages, suits or proceedings resulting from other's accessing Tenant's computers and equipment, security breaches, viruses, eavesdropping, interception of traffic sent or received using the services or any use of the equipment or services of EPB that infringes upon any patent, trademark, trade secret, confidentiality, privacy or intellectual property or contractual or other rights of one or more third parties.

Taxes; Indemnification Against Taxes. Tenant shall be fully responsible for the prompt payment of all federal, state or local taxes, however denominated, based on or calculated with respect to the amounts payable by Tenant pursuant to this Agreement (including but not limited to sales/use, rental and gross receipts taxes or surcharges) and all taxes (including but not limited to franchise, income and miscellaneous taxes) which are the liabilities of Tenant under (1) appropriate standard industry practices (including telecommunications, fiber optic and rental industries), (2) applicable law and (3) as otherwise agreed at any time between Tenant and EPB notwithstanding that the incidence thereof may be on EPB; provided, however, the taxes on EPB's franchises, rent, income and property shall be the sole responsibility of EPB. Tenant shall also be responsible for all property taxes assessed against the equipment. EPB and Tenant shall cooperate in taking all reasonable actions necessary to minimize or to qualify for exemptions from any such taxes, duties or liabilities. Tenant shall provide all information to EPB of any exemption of property, sales, use or other tax claimed by Tenant, and shall ensure that its tax-exempt status, if any, remains current. Tenant shall also indemnify and hold EPB harmless against any and all taxes described in this Section I, however denominated, which may be assessed against EPB for Tenant's equipment or EPB's grant to Tenant under this Agreement. This Section I shall survive termination of this Agreement.

Default. Tenant shall be considered in default of this Agreement if: Tenant fails to make an undisputed payment when due and fails to cure same within ten (10) days' notice from EPB; (B) Tenant violates any provision of this Agreement, or fails to cause any repair or modification to the equipment required by EPB within thirty (30) days' notice; or (C) Tenant undergoes bankruptcy; dissolution; financial failure or insolvency; or receivership..

Successors and Assigns. The rights and obligations of Tenant and EPB under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Tenant and



EPB. Tenant shall not delegate its obligations and responsibilities hereunder without the prior written consent of EPB.

Governing Law. This Agreement shall be governed by and interpreted and enforced under the laws of the State of Tennessee, without regard to conflicts of law provisions.

Forum Choice. Tenant hereby submits to the personal jurisdiction of the courts of Hamilton County, Tennessee and agrees that they shall be the exclusive venue for resolution of any disputes that may arise out of this Agreement

Entire Agreement. This Agreement constitutes the final, complete, and entire written agreement of the parties and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties, except as expressly referenced and adopted herein. This Agreement may be modified only in writing signed by each of the parties to this Agreement.

Force Majeure. EPB shall not be liable for any failure of performance under this Agreement due to causes beyond its control, including without limitation, acts of God, fire, flood or other catastrophe, adverse weather conditions, material or facility shortages or unavailability, lack of transportation, imposition of law, regulation, ordinance, restriction, governmental code or rules, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties.

Notice. Any notices required to be provided hereunder shall be provided in writing. All notices to Tenant shall be delivered or mailed to the address on the Proposal. All notices to EPB shall be delivered to EPB Legal Services Division, P.O. Box 182255, Chattanooga, TN 37422. All notices shall be delivered or mailed. If mailed, the notices shall be deemed given when deposited, postage prepaid, with the United States Postal Service.

Confidentiality. Each party agrees that it will treat as confidential all information which may be disclosed to it by the other under this Agreement. Confidential Information shall not include any information that the receiving party can demonstrate by written records the information (i) is or becomes generally available to the public without breach of this Agreement, (ii) was in the possession or known by the receiving party prior to receipt from the disclosing party, (iii) was rightfully disclosed to the receiving party by a third party not under an obligation of confidentiality, or (iv) was independently developed without reference to or use of any confidential information of the disclosing party. Each party agrees not to disclose confidential information to third parties, and agrees to make no use thereof except as necessary for the proper performance of this Agreement. Each party shall afford confidential information the same security and care in handling and storage as each party provides for its own confidential information. All confidential information shall remain the property of the disclosing party and the original and copies thereof, in whatever form, shall be returned to the disclosing party within ten days upon request. Each party agrees that any breach of the obligations in this Section will cause irreparable harm to the disclosing party for which money damages will not be an adequate remedy. Therefore, the disclosing party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief against such

breach or threatened breach of this Section without the necessity of posting any bond. The parties' obligations hereunder shall not extend to information which is required to be disclosed by operation of law, court order, or pursuant to the lawful requirement of a government agency. The parties' obligations under this Section shall continue after the termination or expiration of this agreement.

No Waiver. No delay or failure of EPB in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power.

Relationship of Parties. EPB and Tenant hereby certify that they are independent parties, acting as independent contractors and independent employers. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between EPB and Tenant, and neither party shall have the authority to bind the other party in any respect.

No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed as creating rights in third parties, and the parties hereby express their intent that this Agreement is not intended to benefit third parties in any manner.

Government Tort Liability. Nothing contained in this Agreement or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by EPB of any provision, of the Tennessee Governmental Tort Liability Act, as amended, Tenn. Code Ann. § 29-20-101 et seq., or of any other provision of federal, state, or local law affording EPB protection from or limitation of tort or other liability.

SERVICE LEVEL AGREEMENT – PROFESSIONAL INTERNET

This Service Level Agreement (SLA) measures the percentage of time a port is available for Customer's Professional Level Internet Services and establishes a credit mechanism, if EPB Fiber Optics does not achieve the committed port availability. This SLA is a part of the Agreement between EPB Fiber Optics and Customer.

1. SERVICE LEVEL STANDARDS

EPB Fiber Optics will maintain 99.9% Committed Port Availability for each Port that EPB Fiber Optics utilizes for Internet services. EPB Fiber Optics commits to a 4 Hour Mean Time to Respond Performance Objective. If EPB Fiber Optics fails to meet its Service Level Standards, EPB Fiber Optics will provide Customer with the remedies described in Section 3. EPB Fiber Optics must provide the local access on EPB Fiber Optics facilities to qualify for this Service Level Agreement.

2. CALCULATION OF SERVICE LEVEL STANDARDS

2.1 Port Availability Calculation. Port availability is calculated monthly as follows:

$$\frac{(\text{Number of Minutes in a Month}) - \text{Port Outage Time (minutes)}}{(\text{Number of Minutes in a Month})} = \text{Port Availability}$$

2.2 Components Included in Port Availability. Port availability is calculated based on the performance of EPB Fiber Optics provided local access facilities used to access the IP Network.

2.3 Outage Time. Excluding Outages caused by the factors listed below, outage time ("Outage Time") is the total time in a month that a Customer's Port is unable to transmit or receive IP traffic, and Outage Time is measured from the time EPB Fiber Optics opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to Customer's delay in responding to requests from EPB Fiber Optics for assistance to repair an outage. Outage Time will not include outages caused by:

- (A) Failure of any component not included in the subsection 2.2 above
- (B) Failure of Customer-provided local access facilities used to access the IP Network
- (C) Scheduled maintenance from 12:00 a.m. (midnight) – 6:00 a.m., local time at site
- (D) Failure of any components beyond the IP side of a network-to-network interface ("NNI")
- (E) Failure of any components EPB Fiber Optics cannot correct because Customer fails to respond to requests for access or customer's facilities are otherwise inaccessible
- (F) Troubles resolved as "No Trouble Found"
- (G) Force majeure events under the Agreement

(H) Customer's negligence or willful misconduct or the negligence or willful misconduct of others using services under the Agreement; or

(I) Lateral Exchange Network Service.

2.4 Mean Time to Respond. Mean Time to Respond (MTTR) is defined as the monthly average of the time taken between when a trouble ticket is opened by EPB Fiber Optics and when EPB Fiber Optics responds acknowledging receipt of the trouble ticket. MTTR is calculated by dividing EPB Fiber Optics' total response time by the total number of trouble tickets in a calendar month.

3. REMEDY

If customer believes that EPB Fiber Optics has failed to meet its Service Level Standards in any given billing month, Customer must contact its EPB Fiber Optics Customer Care Representative within thirty (30) days of Customer's receipt of EPB Fiber Optics' invoice for that billing month. Once EPB Fiber Optics verifies that the actual Service Level Standards are below the committed levels in any given billing month, EPB Fiber Optics will calculate the cumulative total Outage Time for the specific billing month and will issue a service credit ("Service Credit") to Customer that will appear on Customer's monthly invoice. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 4.

Total Monthly Outage	Time Service Credit*
Less than or equal to 1 hour	1-Day's service Credit
Greater than 1 hour	1-Day's Service
	Credit plus 1-Day Service Credit for each Whole hour of Outage Time in excess of 1 hour

*1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month (N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit).

4. MAXIMUM SERVICE CREDITS

4.1 Monthly Service Credit. Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Internet Port.

4.2 Yearly Service Credit. Without limitation of the monthly service credit limitation under section 4.1, the combined cumulative total of Service Credits issued during each year that the Agreement is in effect under this SLA will not exceed 10% of Customer's total services for Internet connectivity that have been or will be invoiced during that year.

5. APPLICABILITY

This Service Level Agreement applies to new Customers that enter into an Agreement for Professional Level Internet services with a term of one (1) year or longer and to existing Customers that extend the Term of their existing Agreement for an additional one (1) year or longer term. Only one Service Level Agreement is available per Customer, and this Service Level Agreement replaces and supersedes any prior service level agreement in effect between EPB Fiber Optics and Customer with respect to Professional Level Internet services. This Service Level Agreement is limited to Ports utilized to provide

connectivity to the network of computers commonly referred to as the Internet and does not apply to any Port utilized to provide voice, data or other telecommunications service, whether or not the underlying facilities utilize Internet Protocol equipment in the provision of such service.

SERVICE LEVEL AGREEMENT – VLAN SERVICES

This Service Level Agreement (SLA) measures the percentage of time a port is available for Customer's VLAN Services ("Agreement") and establishes a credit mechanism if EPB Fiber Optics does not achieve the committed port availability. This SLA is a part of the VLAN Agreement between EPB Fiber Optics and Customer.

1. SERVICE LEVEL STANDARDS

EPB Fiber Optics will maintain 99.9% Committed Port Availability for each Port that EPB Fiber Optics utilizes for VLAN services. If EPB Fiber Optics fails to meet its Service Level Standards, EPB Fiber Optics will provide Customer with the remedies described in Section 3. EPB Fiber Optics must provide the local access on EPB Fiber Optics facilities to qualify for this Service Level Agreement.

2. CALCULATION OF SERVICE LEVEL STANDARDS

2.1 Port Availability Calculation. Port availability is calculated monthly as follows:

$$\frac{(\text{Number of Minutes in a Month}) - \text{Port Outage Time (minutes)}}{(\text{Number of Minutes in a Month})} = \text{Port Availability}$$

2.2 Components Included in Port Availability. Port availability is calculated based on the performance of EPB Fiber Optics provided local access facilities used to access the Network.

2.3 Outage Time. Excluding Outages caused by the factors listed below, outage time ("Outage Time") is the total time in a month that a Customer's Port is unable to transmit traffic, and Outage Time is measured from the time EPB Fiber Optics opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to Customer's delay in responding to requests from EPB Fiber Optics for assistance to repair an outage. Outage Time will not include outages caused by:

- (A) Failure of any component not included in the subsection 2.2 above
- (B) Failure of Customer-provided local access facilities used to access the Network
- (C) Scheduled maintenance from 12:00 a.m. (midnight) – 6:00 a.m., local time at site
- (D) Failure of any components beyond the Network side of a network-to-network interface ("NNI")
- (E) Failure of any components EPB Fiber Optics cannot correct because Customer fails to respond to requests for access to customer's facilities or are otherwise inaccessible
- (F) Troubles resolved as "No Trouble Found"
- (G) Force majeure events under the Agreement
- (H) Customer's negligence or willful misconduct or the negligence or willful misconduct of others using services under the Agreement; or

(I) Lateral Exchange Network Service.

3. REMEDY

If customer believes that EPB Fiber Optics has failed to meet its Service Level Standards in any given billing month, Customer must contact its EPB Fiber Optics Customer Care Representative within thirty (30) days of Customer's receipt of EPB Fiber Optics' invoice for that billing month. Once EPB Fiber Optics verifies that the actual Service Level Standards are below the committed levels in any given billing month, EPB Fiber Optics will calculate the cumulative total Outage Time for the specific billing month and will issue a service credit ("Service Credit") to Customer that will appear on Customer's monthly invoice. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 4.

Total Monthly Outage	Time Service Credit*
Less than or equal to 1 hour	1-Day's service Credit
Greater than 1 hour	Credit plus 1-Day Service Credit for each Whole hour of Outage Time in excess of 1 hour

*1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month (N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit).

4. MAXIMUM SERVICE CREDITS

4.1 Monthly Service Credit. Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Port.

4.2 Yearly Service Credit. Notwithstanding the monthly service credit limitation under section 4.1, the combined cumulative total of Service Credits issued during each year that the Agreement is in effect will not exceed 10% of Customer's total services for the affected Port that has been or will be invoiced during that year.

5. APPLICABILITY

This Service Level Agreement applies to VLAN Services covered by the Agreement. Only one Service Level Agreement is available per Customer, and this Service Level Agreement replaces and supersedes any prior service level agreement in effect between EPB Fiber Optics and Customer with respect to VLAN Services. This Service Level Agreement is limited to Ports utilized to provide connectivity to the network of computers and does not apply to any Port utilized to provide EPB voice, data or other telecommunications service.

RATE CARD

Fi Phone for Business & Features

Fi Phone for Business			
Fi Phone for Business			\$35.99
Features Included Fi Phone for Business			
Add'l Main Unified Messaging VM Box		Enhanced Caller ID	
Call Forward		Find Me Follow Me	
Call Forward - No Answer		Hunting	
Call Forward Busy		Repeat Dialing	
Call Forward Group - No Answer		Selective Call Rejection	
Call Screen		SIM Ring	
Call Trace		Speed Call 30	
Call Waiting		Three Way Calling/w transfer	
Calling Party Number Display			
Fi Phone for Business Basic			
Fi Phone for Business Basic			\$24.99
Features Included Fi Phone for Business Basic			
Anonymous Call Rejection		Hunting	
Fi Phone A La Carte Features			
Additional Main Unified Messaging VM box	\$4.00	Automated Attendant Premium	\$46.00
Automated Attendant	\$20.00	Remote Activation of Call Forward	\$3.00
Distinctive Ring Tone	\$3.00	Simultaneous Forwardings	\$3.00
Guaranteed Fax- Bus	\$6.00	Virtual Number- Bus	\$2.00
Permanent Remote Call Forward Line	\$8.00	VM Box w/Calling Party Number Display	\$4.00
Directory Listing Charges			
Additional Business Listing	\$2.10	Non-List Service	\$2.20
Additional Listing	\$2.10	Non-Published Listing	\$5.50
Foreign Listing	\$2.10		

Complex Voice Services

SIP Trunking

Complex Voice Services	
SIP Trunking	
SIP Trunk Transport	\$225.00
SIP Trunk ea.	\$9.00
<i>\$225 Transport and \$9.00 for each additional SIP call path purchased up to 80 call paths. If customer wants more than 80 call paths, it is custom price. SIP Trunks start at 5 and then thereafter. Cannot buy less than 5</i>	

PRI

PRI Primary Rate Interface	
Channels	Rate
5	\$275.00
6	\$285.00
7	\$295.00
8	\$305.00
9	\$315.00
10	\$325.00
11	\$335.00
12	\$345.00
13	\$355.00
14	\$351.00
15	\$360.00
16	\$369.00
17	\$378.00
18	\$387.00
19	\$396.00
20	\$405.00
21	\$414.00
22	\$423.00
23	\$432.00
Caller ID Deluxe (PRI)	\$7.00
Caller ID Deluxe (each channel 2 +)	\$2.00
Group of 20 inward dial numbers	\$7.00
Group of 20 inward dial numbers (each additional block after the 1st)	\$2.00

Trunking

Trunks	
Channels	Rate
5	\$275.00
6	\$285.00
7	\$295.00
8	\$305.00
9	\$315.00
10	\$325.00
11	\$335.00
12	\$345.00
13	\$355.00
14	\$351.00
15	\$360.00
16	\$369.00
17	\$378.00
18	\$387.00
19	\$396.00
20	\$405.00
21	\$414.00
22	\$423.00
23	\$432.00
24	\$441.00
Group of 20 inward dial numbers (1st block)	\$7.00
Group of 20 inward dial numbers (each additional block after the 1st block of 20)	\$2.00
Additional Trunk (ea.)	\$9.00

Long Distance Plans

LD Plans				
Local Recurring Revenue	1+ LD CPM for 1 or 2 year contract	800 LD CPM for 1 or 2 yr contract	1+ LD CPM for 3 year contract	800 LD CPM for 3 year contract
\$0-\$250	\$0.050	\$0.060	\$0.045	\$0.060
\$251-\$1000	\$0.045	\$0.055	\$0.040	\$0.055
\$1000+	\$0.040	\$0.050	\$0.035	\$0.050
In-Bound 800 Service	\$5.00	Monthly Recurring		
<i>Account Codes can be added at no additional charge to the customer</i>				
Complimentary Call Plans				
<i>One complimentary account call plan per customer</i>				
Product	Rate	Stipulation		
Complimentary 500 Minutes (Monthly)	\$0.00	Offered to accounts with less than \$250 recurring revenue - Minutes can be used on entire account for 1+ traffic		
Complimentary 1000 Minutes (Monthly)	\$0.00	Offered to accounts with more than \$251 but less than \$500 in recurring revenue- Minutes can be used on entire account for 1+ traffic		
Complimentary 2500 Minutes (Monthly)	\$0.00	Offered to accounts with more than \$501 in recurring revenue - Minutes can be used on entire account for 1+ traffic		
Call Plans For Purchase				
<i>One call plan per customer</i>				
Call Plans For Purchase	Package	1+ thereafter	800 thereafter	
Business 500 Minutes Plan	\$19.99	\$.045 CPM After pkg for 1+	\$.055 CPM after pkg for 800	
Business 1000 Minutes Plan	\$35.99	\$.040 CPM After pkg for 1+	\$.055 CPM after pkg for 800	
Business 2500 Minutes Plan	\$80.99	\$.040 CPM After pkg for 1+	\$.050 CPM after pkg for 800	
Business 5000 Minutes Plan	\$150.99	\$.035 CPM After pkg for 1+	\$.050 CPM after pkg for 800	
Business 7500 Minutes Plan	\$215.99	\$.035 CPM After pkg for 1+	\$.045 CPM after pkg for 800	
Business 10000 Minutes Plan	\$270.99	\$.030 CPM After pkg for 1+	\$.040 CPM after pkg for 800	
Business 15000 Minutes Plan	\$375.99	\$.030 CPM After pkg for 1+	\$.040 CPM after pkg for 800	
Business 20000 Minutes Plan	\$480.99	\$.030 CPM After pkg for 1+	\$.040 CPM after pkg for 800	
Business 25000 Minutes Plan	\$550.99	\$.030 CPM After pkg for 1+	\$.040 CPM after pkg for 800	
Business 30000 Minutes Plan	\$600.99	\$.030 CPM After pkg for 1+	\$.040 CPM after pkg for 800	
Hosted Phone Solution Unlimited LD				
Unlimited Hosted Phone Long Distance Per DN			\$2.00	
Customer can add unlimited LD on a per number basis. Cannot have free minutes and unlimited LD on account.				

Conference Bridge Service

Conference Bridge Service		
Reservation		
Conference Bridge - Local	\$0.10/min	Per Conference/per person
Conference Bridge - Toll Free	\$0.10/min	Per Conference/per person
Reservationless		
5 Attendees Permanent Conference Bridge Local Number	\$15.00	Up to 5 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
10 Attendees Permanent Conference Bridge Local Number	\$25.00	Up to 10 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
20 Attendees Permanent Conference Bridge Local Number	\$45.00	Up to 20 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
30 Attendees Permanent Conference Bridge Local Number	\$55.00	Up to 30 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
40 Attendees Permanent Conference Bridge Local Number	\$68.00	Up to 40 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
50 Attendees Permanent Conference Bridge Local Number	\$78.00	Up to 50 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
75 Attendees Permanent Conference Bridge Local Number	\$108.00	Up to 75 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
100 Attendees Permanent Conference Bridge Local Number	\$128.00	Up to 100 Attendees/Flat Rate/MRC (includes call record time up to 16 hours and access to portal feature functionality)
All Call Conference Service	\$20.99	Per Conference/per person. Includes 16 hr. record time

SMB Bundle

Fi-Speed Internet for Small Business and Fi-Phone for Business

SMB Bundle (Internet & Voice)						
Service	Fi-Speed NextNet 100 for Small Business	Fi-Speed NextNet 175 for Small Business	Fi-Speed NextNet 270 for Small Business	Fi-Speed NextNet 400 for Small Business	Fi-Speed NextNet750 for Small Business	Fi-Speed NextNet 1Gig for Small Business
1 Fi Phone for Business Line	\$94.79	\$134.79	\$188.79	\$245.79	\$415.79	\$534.79
2 Fi Phone for Business Lines	\$120.78	\$160.78	\$214.78	\$271.78	\$441.78	\$560.78
3 Fi Phone for Business Lines	\$146.77	\$186.77	\$240.77	\$297.77	\$467.77	\$586.77
4 Fi Phone for Business Lines	\$172.76	\$212.76	\$266.76	\$323.76	\$493.76	\$612.76
5 Fi Phone for Business Lines	\$198.75	\$238.75	\$292.75	\$349.75	\$519.75	\$638.75
6 Fi Phone for Business Lines	\$224.74	\$264.74	\$318.74	\$375.74	\$545.74	\$664.74
7 Fi Phone for Business Lines	\$250.73	\$290.73	\$344.73	\$401.73	\$571.73	\$690.73
8 Fi Phone for Business Lines	\$276.72	\$316.72	\$370.72	\$427.72	\$597.72	\$716.72
9 Fi Phone for Business Lines	\$302.71	\$342.71	\$396.71	\$453.71	\$623.71	\$742.71
10 Fi Phone for Business Lines	\$328.70	\$368.70	\$422.70	\$479.70	\$649.70	\$768.70
11 Fi Phone for Business Lines	\$354.69	\$394.69	\$448.69	\$505.69	\$675.69	\$794.69
12 Fi Phone for Business Lines	\$380.68	\$420.68	\$474.68	\$531.68	\$701.68	\$820.68
Features Included In Bundle						
<i>All SMB Bundle include Unlimited Nationwide LD. End User Common Line Charge is not applied to lines in bundle</i>						
<i>Customer can add Bronze service (discounted) for \$7.00 onto their SMB Bundle (if they would like). Only available for SMB bundle.</i>						
<i>"Main" Unified Messaging VM box</i>						
<i>Anonymous Call Rejection</i>						
<i>Call Forward - No Answer</i>						
<i>Call Forward Busy</i>						
<i>Call Forward</i>						
<i>Call Forward Group - No Answer</i>						
<i>Call Screen</i>						
<i>Call Trace</i>						
<i>Call Waiting</i>						
<i>Enhanced Caller ID</i>						
<i>Repeat Dialing</i>						
<i>Speed Call 30</i>						
<i>Three Way Calling/w transfer</i>						
<i>Hunting</i>						
<i>Guaranteed Fax (one per account)</i>						
<i>Find Me Follow Me</i>						
<i>Call Forward Unavailable</i>						

Fi-Speed Internet for Business & Features

Fi-Speed Internet for Business			
For Small Business (SMB)		Professional	
Fi-Speed NextNet 100 for Small Business	\$59.99	Fi-Speed NextNet 100 Professional	\$350.00
Fi-Speed NextNet 175 for Small Business	\$99.99	Fi-Speed NextNet 150 Professional	\$500.00
Fi-Speed NextNet 270 for Small Business	\$153.99	Fi-Speed NextNet 270 Professional	\$900.00
Fi-Speed NextNet 400 for Small Business	\$210.99	Fi-Speed NextNet 450 Professional	\$1,500.00
Fi-Speed NextNet 750 for Small Business	\$380.99	Fi-Speed NextNet 750 Professional	\$2,500.00
Fi-Speed NextNet 1 Gig for Small Business	\$499.99	Fi-Speed NextNet 1 GIG Professional	\$3,300.00
Fi-Speed NextNet 5 Gig for Small Business	\$1,000.00	Fi-Speed NextNet 3 GIG Professional	\$6,500.00
Fi-Speed NextNet 10 Gig for Small Business	\$1,500.00	Fi-Speed NextNet 5 GIG Professional	\$7,500.00
		Fi-Speed NextNet 10 GIG Professional	\$9,000.00
		Professional Internet Savings for Bundle	10%
<i>SMB Product Includes: 1 Kaspersky license (supports 10 devices) and 2 Zimbra Advanced email boxes. Each email box includes 25Gb of storage. * Multi Gig Products are not eligible for term discount*</i>		<i>Professional Product Includes: 1 Kaspersky license (supports 10 devices), See Professional IP Addresses below, 10 Zimbra Advanced Email boxes (include 25Gb of storage) and PLUS SLA. Apply 10% bundled discount when sold with PRI or SIP trunks. Discount applies only to Professional Internet product. * Multi Gig Products are not eligible for term discount*</i>	

Fi-Speed Internet for Business IP Addresses			
For Small Business (SMB)		Professional	
1 Static IP Address	\$20.00	1 Static IP Address Professional	Included
		8 Subnet IP Addresses Professional	Included
		16 Subnet IP Addresses Professional	Included
		32 Subnet Addresses Professional	\$59.99
		64 Subnet Addresses Professional	\$119.99
		128 Subnet Addresses Professional	\$129.99
		256 Subnet Addresses Professional	\$150.99
<i>Customer can purchase up to 3 Static IP addresses at \$20.00 each</i>		<i>Customer can have up to 3 Static IP addresses included in Professional Internet Subscription</i>	

Fi-Speed Internet Features			
Mailbagging	\$3.99	Additional Internet Security License	\$1.99
Mailbagging Set up Fee	\$45.00	Additional Domain	\$2.00
Additional Storage - 1GB	\$2.99	Hosting - Web Site Microsoft	\$15.99

Email

Email Packages			
Additional Advanced Email Box (each)	\$3.99		

VLANS

VLANS			
50Mbps VLAN	\$125.00	500Mbps VLAN	\$850.00
100Mbps VLAN	\$250.00	750Mbps VLAN	\$1,125.00
250Mbps VLAN	\$500.00	1 Gig VLAN	\$1,250.00

Hosted Wi-Fi

Hosted Wi-Fi			
Hosted Indoor Wi-Fi (per AP)	\$29.00	Hosted Indoor Wi-Fi Activation (Per AP)	\$99.00
Hosted Outdoor Wi-Fi (per AP)	\$69.00	Hosted Outdoor Wi-Fi Activation (Per AP)	\$198.00
<i>Indoor and Outdoor Wifi charge is an MRC and the activation per AP is an NRC. This is for Public facing Wi-Fi Only! Customer must have EPB Fiber Optics Internet in order to qualify for this product.</i>			

Co-Lo

Business Collocation			
20U Rack Colocation half rack	\$675.00	Collocation - Fused Amp	\$12.50
43U Rack Colocation full rack	\$950.00	PCI Compliant Rack	\$1,050.00
Full or Half Rack includes two (A&B Side) - 20Amps Single Phase Circuits - Either 120v or 208v			

Teleworker

Business Teleworker			
VLAN Teleworker		Teleworker for Small Business Internet	
Teleworker VLAN (6-50 users) Savings	5%	Teleworker for Small Business (6-50 users) Savings	5%
Teleworker VLAN (51-99 users) Savings	10%	Teleworker for Small Business (51-99 users) Savings	10%
Teleworker VLAN (100+ users) Savings	15%	Teleworker for Small Business (100+ users) Savings	15%

Redundant Services

Redundant Services						
Internet	100Mbps	150Mbps	270Mbps	450Mbps	750Mbps	1 Gig
Redundant No Router	\$800.00	\$1,300.00	\$2,500.00	\$5,000.00	\$6,550.00	\$9,700.00
Redundant One Router	\$950.00	\$1,300.00	\$2,100.00	\$3,500.00	\$6,100.00	\$6,900.00
Redundant Two Router	\$1,450.00	\$1,800.00	\$2,600.00	\$4,000.00	\$6,600.00	\$7,400.00
VLAN	50Mbps	100Mbps	250 Mbps	500 Mbps	750 Mbps	1 Gig
Redundant No Router	\$350.00	\$800.00	\$1,700.00	\$3,200.00	\$5,350.00	\$5,600.00
Redundant One Router	\$725.00	\$1,050.00	\$1,700.00	\$2,850.00	\$4,725.00	\$4,850.00
Redundant Two Router	\$1,125.00	\$1,550.00	\$2,200.00	\$3,350.00	\$5,225.00	\$5,350.00
PRI						
PRI Redundancy	\$125.00 for TDM IAD MRC					
Redundant Bundle With Hosted Services (10% discount off Redundant)						
Internet	100Mbps	150Mbps	270Mbps	450Mbps	750Mbps	1 Gig
Bundle Hosted Phone Redundant No Router	\$928.00	\$1,378.00	\$2,458.00	\$4,708.00	\$6,103.00	\$8,938.00
Bundle Hosted Phone Redundant One Router	\$1,063.00	\$1,378.00	\$2,098.00	\$3,358.00	\$5,698.00	\$6,418.00
Bundle Hosted Phone Redundant Two Router	\$1,513.00	\$1,828.00	\$2,548.00	\$3,808.00	\$6,148.00	\$6,868.00

Hosted Phone Solution

Number Charge & Features

Number Charge	
Hosted Phone Main Number	\$21.00
Hosted Phone Direct Number	\$6.00
Hosted Phone Utility Number	\$3.00
Features Included in Each Type of Number	
Main Number	
Multi-Line Hunt Group	Voicemail + Speech to Text + Commportal Assist
Incoming Call Manager	All features included in Hosted Phone Line
Shared Line Appearance	
Direct Number	
Anonymous Call Rejection	Do Not Disturb
Busy Lamp Field/Direct Station Select	Extension Dialing
Call Barring	Find Me Follow Me
Call Blocking (Selective Call Rejection)	Hold (Call Hold)
Call Forward Busy	Hunting
Call Forward Don't Answer	Intercom
Call Park	Multiple Appearance Directory Number
Call Pick Up	Paging Group (10 Max)
Call Screen (Selective Call acceptance)	Short Codes
Call Trace	SimRing
Call Transfer	Speed Dial
Caller ID	Three Way Calling With Transfer
Dashboard (Commportal)	Widgets (Quick Dial, Conference, Call Lists, VM)
Directed Call Pickup	Voicemail + Speech to Text + Commportal Assist
Utility Number	
No Features (Used for Elevator, Fax, Alarm, etc.)	

A La Carte Features		
Feature	Rules	Price
Advertising (On Hold)	Charge up to 12max	\$4.00
Easy Attendant	Per DN	\$10.00
Premium Attendant	Per DN	\$20.00
Basic ACD	Per agent/DN	\$5.00
Premium ACD	Per agent/DN	\$15.00
Supervisor ACD	Per agent/DN	\$10.00
Call Recording	Per DN	\$7.00
Feature Pack Basic ACD	Basic ACD & Call Record/Per DN/Seat	\$11.00
Feature Pack Premium ACD	Premium ACD & Call Record/Per DN/Seat	\$21.00
Guaranteed Fax - Bus	Per DN	\$6.00
Overhead Paging		\$10.00
Permanent Remote Call Forward Line	Per DN	\$8.00
Remote Call Forwarding Paths	Per Path	\$3.00
Hosted Phone Unlimited LD (Domestic)	Per DN	\$2.00

Handset/Seat

Handset Seat	
<i>All Handsets come with a Hosted Phone Direct Number</i>	
Basic Seat (6731i)	\$26.00
Pro Seat (6757i)	\$30.00
Call Manager Seat (6757i + 560M)	\$37.00
Pro Handset (Panasonic Cordless)	\$7.00
Pro CT Seat (Panasonic 550 DECT)	\$34.00
Pro CT Basic Seat (Panasonic 500 DECT)	\$31.00
Executive Seat (6739i)	\$39.00
Additional 560M SideCar	\$7.50
Conference Seat 5000	\$40.00
Conference Seat 6000	\$51.00
Conference Seat 7000	\$69.00

Enterprise pricing available for customers with 40+ handsets. Must go to custom to get approved pricing

Accessories

Accessory (One-time Charge)	
Basic Headset	\$119.00
Professional Headset	\$138.00
Elite Headset	\$310.00
Jabra 510	\$119.00
Elite UC	\$410.00

Hosted UC & UC Connect

Hosted UC		
<i>Customers that want to extend their deskphone that they are leasing from EPB</i>		
Hosted UC Desktop	\$7.00	Each
Hosted UC Tablet	\$5.00	Each
Hosted UC Smart Phone	\$5.00	Each
Hosted UC Dual Device	\$12.00	Each
Hosted UC Multi Device	\$15.00	Each
Hosted UC Activation Fee (per device)	\$9.00	Each

UC Connect		
<i>Customers that take UC Only (Softphone Only). Price includes Call Path . However, customer still needs to buy direct line</i>		
UC Connect Desktop	\$25.00	Each
UC Connect Tablet	\$23.00	Each
UC Connect Smart Phone	\$23.00	Each
UC Connect Dual Device	\$30.00	Each
UC Connect Multi Device	\$33.00	Each
UC Connect Activation Fee (per device)	\$9.00	Each

HOSTED UC LDAP Install		
Hosted UC LDAP Set-up 1-50 users	\$120.00	NRC
Hosted UC LDAP Set-up 51-100 users	\$180.00	NRC
Hosted UC LDAP Set-up 101+ users	\$240.00	NRC

Fi-TV for Business

Fi TV for Business			
Private Viewing			
Fi TV Bronze - Private	\$11.99	HD Equipment Fee- Private	\$5.99
Fi TV Silver - Private	\$54.99	Additional Set Top Box	\$6.99
Fi TV Gold - Private	\$65.99	DVR	\$9.99
Bundle Upgrade to Fi TV Gold	\$10.99	Business Music Choice	\$29.99
Sports - Private	\$4.99	Business Music Choice Set Top Box	\$6.99
Latino - Private	\$4.99	Fi-TV Bronze - Private (SMB Bundle)	\$7.00
Public Viewing			
<i>Applicable to businesses that derive more than 50% of their revenue from the sale of food and/or alcohol with rates based on seating capacity. Required to include seating capacity or order of occupancy with order.</i>			
Fi TV Bronze - Public	\$11.99	Fi TV Gold - Public 0-50	\$230.00
Fi TV Silver - Public 0-50	\$206.00	Fi TV Gold - Public 51-100	\$265.00
Fi TV Silver - Public 51-100	\$236.00	Fi TV Gold - Public 101-150	\$335.00
Fi TV Silver - Public 101-150	\$296.00	Fi TV Gold - Public 151-200	\$405.00
Fi TV Silver - Public 151-200	\$356.00	Fi TV Gold - Public 201-300	\$475.00
Fi TV Silver - Public 201-300	\$416.00	Fi TV Gold - Public 301-500	\$545.00
Fi TV Silver - Public 301-500	\$476.00	Fi TV Gold - Public 501+	\$685.00
Fi TV Silver - Public 501+	\$596.00		
Public Viewing Sports Tier			
Fi TV Public Viewing Sports Tier 0-50	\$145.00	Fi TV Public Viewing Sports Tier 201-300	\$290.00
Fi TV Public Viewing Sports Tier 51-100	\$165.00	Fi TV Public Viewing Sports Tier 301-500	\$335.00
Fi TV Public Viewing Sports Tier 101-150	\$205.00	Fi TV Public Viewing Sports Tier 501+	\$420.00
Fi TV Public Viewing Sports Tier 151-200	\$250.00		
Public Viewing Latino Package			
Fi TV Public Viewing Latino Package	\$29.99		
<i>Must take Gold Tier in order to subscribe to Public Viewing Sports Tier and/or Public Viewing Latino Package.</i>			
Bulk			
<i>MDU like facilities - ex: Hospital, University, Nursing Home etc. - priced based on number of outlets. All services are quoted as custom pricing.</i>			

Service Charges

Miscellaneous Charges			
SMB Bundle Installation Fee		Standard Installation Fee - Other Svcs	
No Term	\$375.00	No Term	\$750.00
1 YR	\$199.00	1 YR	\$500.00
2 YR	\$99.00	2 YR	\$250.00
3 YR	\$0.00	3 YR	\$0.00
Cross Connect Charges			
Fiber		Copper	
Cross Connect Same Customer - Fiber	\$50.00	Cross Connect Same Customer - Copper	\$25.00
Cross Connect Different Customer- Fiber (MRC)	\$350.00	Cross Connect Different Customer - Copper (MRC)	\$100.00
Cross Connect Set up Fee - Fiber (NRC)	\$200.00	Cross Connect Set up Fee - Copper (NRC)	\$100.00
<i>No customer access to EPB cable trays in the co-location facility is allowed. Any cabling or cross connects outside a customer's rack requires a service order for completion.</i>			
Service Charge/One-Time Charges			
Busy Line Verification	\$0.99	LD Copy Request	\$5.00
Directory Assistance Charge	\$0.99	Records only Charge	\$20.00
Disconnect Fee	\$5.00	Restoration for Non Pay	\$45.00
Engineer Labor (per hr)	\$80.00	Returned Check	\$30.00
Feature Set Up Fee	\$12.00	Service Order Charge	\$55.00
Fi TV Additional Outlet	\$90.00	Suspension of Service - Seasonal	\$15.00
General Labor Charge (per hr)	\$60.00	Toll PIC Change	\$5.00
Hosted Phone Solution Install (per device)	\$9.00	Traffic Study - Facilities (1 wk)	\$100.00
Hosted Phone Solution Install Wiring	\$90.00	Traffic Study Set Up Fee	\$20.00
Hosted Indoor Wi-Fi Activation (Per AP)	\$99.00	Unrecoverable DVR	\$210.00
Hosted Outdoor Wi-Fi Activation (Per AP)	\$198.00	Unrecoverable Hosted Phone	\$250.00
Jack Install	\$90.00	Unrecoverable Set Top Box	\$145.00



City of Chattanooga

Mayor Andy Berke

February 4, 2016

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

Subject: 531232– Blanket Contract Renewal: Flow Meters Plus Maintenance and Support Services – Waste Resources Division - Public Works Department

Dear Mr. Norris:

Council approval is recommended to renew the blanket contract for Flow Meters Plus Maintenance and Support Services for the Waste Resources Division of the Public Works Department. This blanket contract with American Control Services LLC started in March 2015 and to date has provided \$247,386 of services for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$300,000 per year.

I recommend renewing this blanket contract with American Control Services LLC for a one (1) year term through March 2017. There is one (1) remaining one (1) year renewal option beyond 2017.

Respectfully yours,

Bonnie Woodward
Director of Purchasing



City of Chattanooga

Mayor Andy Berke

February 2, 2016

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

Subject: 531389– Blanket Contract Renewal: Valve Actuator Services – Waste Resources Division - Public Works Department

Dear Mr. Norris:

Council approval is recommended to renew the blanket contract for Valve Actuator Services for the Waste Resources Division of the Public Works Department. This blanket contract with Industrial Valve Sales & Service, Inc. started in March 2015 and to date has provided \$224,708 of services for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$250,000 per year.

I recommend renewing this blanket contract with Industrial Valve Sales & Service, Inc. for a one (1) year term through March 2017. There is one (1) remaining option for a one (1) year contract renewal beyond 2017.

Respectfully yours,

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

Bonnie Woodward
Director of Purchasing



City of Chattanooga

Mayor Andy Berke

January 29, 2016

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

Subject: 128858/304062 – Supply and Delivery of Seepex Pump Parts – Waste Resources Division - Public Works Dept.

Dear Mr. Norris:

Council approval is recommended to issue a blanket contract for the Supply and Delivery of Seepex Pump Parts for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$150,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Two (2) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

Southern Sales Company

Tencarva Machinery Company

I recommend awarding this blanket contract to Southern Sales Company based upon the unit prices bid. Southern Sales Company offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

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

Bonnie Woodward
Director of Purchasing

Bid Tabulation -

RFQ # 304062 Seepex Pump Parts

Item #	Item	Southern Sales Unit Price	Tencarva Machinery Unit Price
1	Coupling Rod - KSTM9060M1200NXXBXX, 60/012 1.6582 Tinned, Weight 0.05kg	\$143.00	\$150.15
2	Coupling Rod 60/130 1.4021 include coupling rod bushes, Weight 63.94kg - KSTC1060130B0NXXBE	\$2,869.00	\$3,012.45
3	Coupling Rod 60/70 1.4021 include coupling rod bushes. Weight 14.00kg - KSTC106007000NXXBE	\$1,410.00	\$1,480.50
4	Coupling Rod Pin - KBOL706M12XXXXX, 60/012 17131, Weight 0.00kg	\$18.00	\$18.90
5	Coupling Rod Pin 60/0 L5, Weight 1.03kg - KBOL506007000XXXXX	\$213.00	\$223.65
6	Coupling Rod Pin 60/130 L5, Weight 2.06kg - KBOL506013000XXXXX	\$341.00	\$358.05
7	Guide Bush 60/130 1.7131, Weight 0.87kg - FBUL706013000XXXXX	\$143.00	\$150.15
8	Guide Bush 60/70 1.7131, Weight 0.44kg - FBUL706007000XXXXX	\$84.00	\$88.20
9	Holding Band - HBDA706000200XV441, 60/2 AISI316TiV441, DIA 35X1/4., Weight 0.03kg	\$18.00	\$18.90
10	Holding Band 6/130 AISI 304V215, HBDA506013000XV215	\$44.00	\$46.20
11	Holding Band 60/130 AISI 304V219 Dia 180x18, Weight 0.37kg - HBDA506013000XV219	\$50.00	\$52.50
12	Holding Band 60/70 AISI 304 V213 dia 101x3/4, Weight 0.27kg - HBDA506007000XV213	\$25.00	\$26.25
13	Holding Band 60/70 AISI 304 V216 dia 152x3/4, Weight 0.27kg - HBDA506007000XV219	\$37.00	\$38.85
14	Mechanical Seal AES type PCP CDSA/100 TC TC V/TC CAR V - GRDU06100STCPCCTC02	\$20,435.00	\$21,456.00
15	Mechanical Seal AES type PCPCDSA/140 TC TC V / TC CAR V, GRUD06140STCPCCTC02	\$29,888.00	\$26,132.00
16	Mechanical Seal Burgmann - GRDB1502U41H0A7A7, MG1G60-025 AQ1VGG, Weight 0.06KG	\$83.00	\$87.15
17	Mechanical Seal Casing - GRGPP103M1200GB5MA, 103/012 PPS (Rayton BR42C), Design G, 025, MG1-G6, Weight 0.03kg	\$75.00	\$78.75
18	O-ring - R-OH00250D8000000, dia 48 X 2.5, Weight 0.025kg	\$15.00	\$15.75
19	Plug In Shaft - STWA7103M1200HAYCO	\$381.00	\$400.05
20	Plug In Shaft - STWC126207000AMZBX, 262/70 1.4021 60x100, Weight 13.10kg	\$2,025.00	\$2,126.00
21	Plug In Shaft 62/130 1.4021 Dia 90/150, Weight 22.85kg	\$2,865.00	\$3,008.25
22	Plug In Shaft Pin - SBOL606207000XXXXX, 62/70 1.4057, Weight 0.24kg	\$83.00	\$87.15
23	Plug In Shaft Pin - SBOL6062M1200XXXXX 62/012 1.4057, Weight 0.01kg	\$15.00	\$15.75

24	Plug In Shaft Pin 62/012 1.4057, Weight 0.53kg - SBOL60621300XXXXX	\$110.00	\$115.50
25	Pump -Type BN 130-6L	\$27,845.00	\$29,237.00
26	Pump Type 500-3LA (DB-PSL-5, 6, 7)	\$99,628.00	\$104,295.00
27	Retaining Sleeve - GKHN3060M1200XXXXX, 60/012 Steel, Weight 0.01kg	\$18.00	\$18.90
28	Retaining Sleeve 60/130 Steel, Weigh 3.12 - GDHN306013000XXXXX	\$266.00	\$279.30
29	Retaining Sleeve 60/70 steel, Weight 1.03 - GKHN306007000XXXXX	\$124.00	\$130.20
30	Rotor - ROTA7060M250AN00B2, 60/025-6L AISI 316Ti design 2 Weight 0.22kg	\$158.00	\$165.90
31	Rotor 60/130-6L C45 Duktıl 250um, Weight 71.50kg - ROTL80601300AN09BX	\$5,750.00	\$6,037.50
32	Rotor 60/500-6L-0, 4 C45 Duktıl 250um joint size 130 - ROTL80605000AD09N0	\$11,895.00	\$12,490.00
33	Splash Ring - RSPF006207000XXXXX, 62/70 NBR Weight 0.16kg	\$123.00	\$129.15
34	Splash Ring - RSPF0062M1200XXXXX, 62/012 NPR, Weight 0.01kg	\$26.00	\$27.30
35	Splash Ring 62/130 NBR, Weight 0.35kg, RSPF006213000XXXXX	\$138.00	\$144.90
36	Stator - STAF0103,250AENX00, 103/025-6L NBR Stainless steel (with collar) Weight 0.55kg	\$135.00	\$141.75
37	Stator 60/130-6L NBR, Weight 62.26kg - STAF00601300ANNX00	\$3,578.00	\$3,756.90
38	Stator 60/500-6L NBR, Weight 250.00kg - STAF00605000ANNX00	\$13,215.00	\$13,876.00
39	Universal Joint Sleeve 103/012 NBR, Weight 0.03kg - MANF0103M1200XXXXX	\$29.00	\$30.45
40	Universal Joint Sleeve 60/130 NBR, Weight 1.86kg - MANF006013000XXXXX	\$173.00	\$181.65
41	Universal Joint Sleeve 60/70 NBR, Weight 0.90kg - MANF006007000XXXXX	\$130.00	\$136.50
42	Wet Weather and Dechlorination Pump - MD-025 6L	\$2,105.00	\$2,210.25
43	Parts & Materials not specified above percent markup	NB	NB

Seepex Pump Parts – Requisition 128858

BAR Environmental, Inc.
51 Century Boulevard, Suite 307
Nashville, Tennessee 37214

Carl Eric Johnson Inc.
1725 McLeod Drive
Lawrenceville, GA 30043

Southern Sales Co.
2929 Kraft Dr.
Nashville, TN 37204

Tencarva Machine Co.
4101 Cromwell Rd.
Chattanooga, TN 37421

Tenn Process Pumps
210 Hamm Rd.
Chattanooga, TN 37405

USA Bluebook
P.O. Box 9006
Gurnee, IL 60031

Water & Waste Equipment
2335 Shady Lane
Cleveland, TN 37312

Acca Pumps
P.O. Box 1216
Katy, TX 77492