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TUESDAY, AUGUST 1, 2017
CITY COUNCIL REVISED AGENDA
6:00 PM

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

PUBLIC WORKS AND TRANSPORTATION

Public Works

- a. [MR-2017-061 Chattanooga Metropolitan Airport Authority/John Naylor \(Abandonment\). An ordinance closing and abandoning sewer easements located at 1001 Airport Road, 5905, 5908, and 5909 Pinehurst Avenue, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Public Works\) \(District 5\)](#)
- b. [MR-2017-093 Noon Development, LLC and Newton Chevrolet \(Abandonment\). An ordinance closing and abandoning a combined sewer and storm drainage easement located at 901 Riverfront Parkway, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Public Works\) \(District 7\)](#)

- VI. **Ordinances – First Reading:**

PUBLIC WORKS AND TRANSPORTATION

Public Works

- a. [MR-2017-057 Lima Tango Properties \(Abandonment\). An ordinance closing and abandoning a sewer easement located at 5440 Mountain Creek Road, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Public Works\) \(District 1\) \(Deferred from 7/25/17\)](#)

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Mayor to enter into a Donation Agreement, in substantially the form attached, with the Trust for Public Land, for the acceptance of 1.1 miles of the former CSX, Inc. Railroad Corridor, commencing at the Southside Park in Alton Park near Central Avenue and continuing to the Tennessee Riverwalk near W. 33rd Street and St. Elmo Avenue, for a total conveyance of approximately 8.94 acres, for the purpose of a paved multi-use trail, and to authorize the execution of all documents related to the acceptance of the property, with closing fees and reimbursables, for an amount not to exceed \\$35,000.00. \(District 7\) \(Deferred from 7/11/17\)](#)

HUMAN RESOURCES

- b. [A resolution authorizing the appointment of Travis Hicks, as a Special Police Officer \(unarmed\) for the Land Development Office, to do special duty as prescribed herein, subject to certain conditions.](#)

PLANNING

- c. [A resolution authorizing the Chattanooga-Hamilton County Regional Planning Agency to renew an existing contract with AMEC Foster Wheeler Environment and Infrastructure, Inc. for professional services for the Integrated Zoning Solution Digital Platform, in the amount of \\$180,044.00.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- d. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with Notre Dame High School for the Green Grants Program for the design and installation of a water quality retrofit project on its grounds, with an in-kind match by Notre Dame in the amount of \\$10,000.00, for an amount not to exceed \\$100,000.00. \(District 9\)](#)
- e. [A resolution authorizing the Administrator for the Department of Public Works to enter into a service agreement with Benchmark Companies, LLC for a term of twelve \(12\) months, with the option of two \(2\) additional twelve \(12\) month extensions, to contract out grinding and removal of yard waste at the City's Wood Recycle Center, for an amount not to exceed \\$480,000.00 annually.](#)

YOUTH AND FAMILY DEVELOPMENT

- f. [A resolution authorizing the Administrator for the Department of Youth and Family Development to apply for, and if approved, accept a grant from Fifty Forward to provide older adults the opportunities to receive transportation to participate in activities and programs in their community, around the state, and out of the state, in the amount of \\$149,300.00. \(District 6\) \(Added by permission of Chairman Mitchell\)](#)

VIII. Department Report.

- a) **Finance Department Update.**

IX. Purchases.

X. Other Business.

- a) **City Attorney Report - Settlement with Randy Brady.**

XI. Committee Reports.

XII. Agenda Session for Tuesday, August 8, 2017.

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

XIV. Adjournment.

TUESDAY, AUGUST 8, 2017
CITY COUNCIL AGENDA
6:00 PM

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

PUBLIC WORKS AND TRANSPORTATION

- a. [MR-2017-057 Lima Tango Properties \(Abandonment\). An ordinance closing and abandoning a sewer easement located at 5440 Mountain Creek Road, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Public Works\) \(District 1\)](#)
6. **Ordinances – First Reading:**

PLANNING

- a. [2017-062 Pat Neuhoff of Neuhoff Taylor Architects and Lester & Southard Partners \(C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 4122 North Access Road, more particularly described herein, from C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse Zero Lot Line Zone, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning and Staff\) \(Deferred from 7/11/2017\)](#)

[2017-062 Pat Neuhoff of Neuhoff Taylor Architects and Lester & Southard Partners \(C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 4122 North Access Road, more particularly described herein, from C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse Zero Lot Line Zone. \(Applicant Version\)](#)

- b. [2017-082 Andre Shved \(R-1 Residential Zone and RT-1 Residential Townhouse Zone to R-T/Z Residential Townhouse Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 308 and 316 Oliver Street, more particularly described herein, from R-1 Residential Zone and RT-1 Residential Townhouse Zone to R-T/Z Residential Townhouse Zero Lot Line Zone, subject to certain conditions. **(District 2) (Recommended for approval by Planning and Staff)**

[2017-082 Andre Shved \(R-1 Residential Zone and RT-1 Residential Townhouse Zone to R-T/Z Residential Townhouse Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 308 and 316 Oliver Street, more particularly described herein, from R-1 Residential Zone and RT-1 Residential Townhouse Zone to R-T/Z Residential Townhouse Zero Lot Line Zone. **(Applicant Version)**

- c. [2017-083 Autumn Horton \(M-3 Warehouse and Wholesale Zone to C-2 Convenience Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of the property located at 6421 Bonny Oaks Drive, more particularly described herein, from M-3 Warehouse and Wholesale Zone to C-2 Convenience Commercial Zone, subject to certain conditions. **(District 5) (Recommended for approval by Planning and recommended for denial by Staff)**

[2017-083 Autumn Horton \(M-3 Warehouse and Wholesale Zone to C-2 Convenience Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of the property located at 6421 Bonny Oaks Drive, more particularly described herein, from M-3 Warehouse and Wholesale Zone to C-2 Convenience Commercial Zone. **(Applicant Version)**

- d. [2017-089 John Coffelt of BC Holdings \(M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5330 Tennessee Avenue and 525 McGrath Street, more particularly described herein, from M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. **(District 7) (Recommended for approval by Planning)**

[2017-089 John Coffelt of BC Holdings \(M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5330 Tennessee Avenue and 525 McGrath Street, more particularly described herein, from M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. **(Staff Version)**

2017-089 John Coffelt of BC Holdings (M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5330 Tennessee Avenue and 525 McGrath Street, more particularly described herein, from M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. (Applicant Version)

POLICE

- e. An ordinance to amend Chattanooga City Code, Part II, Chapter 25, Article III, Section 25-67, to renumber present Section 25-73, and to add a new Section 25-73 relative to unlawful noises from off-road vehicles. (Sponsored by Councilman Henderson)

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the acceptance of \$260,874.90 related to the sale of 17.21 acres at 7080 Discovery Drive, identified as Lot 31 of Enterprise South Industrial Park, property jointly owned by the City of Chattanooga and Hamilton County, with the property being sold to Tag Manufacturing, Inc. (District 6) (Added by permission of Chairman Mitchell)

FINANCE

- b. A resolution authorizing the City Treasurer to renew Purchase Order No. 532669 to FIS/Link2Gov to supply financial charge card services for the City of Chattanooga for a two (2) year renewal period from July 1, 2016 to June 30, 2018, in the amount of \$242,000.00.

PLANNING

- c. MR-2017-114 Pratt Land and Development Company, LLC (Abandonment of PUD). A resolution abandoning a previously approved Special Exceptions Permit (Resolution No. 28895, Case No. 2016-190) for a Residential Planned Unit Development for property located at 5424 Cassandra Smith Road, as detailed on the attached map. (District 3) (Recommended for approval by Planning and Staff)
- d. 2017-090 Pratt Land and Development Company, LLC (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for a residential planned unit development for properties located at 5424 and 5428 Cassandra Smith Road. (District 3) (Recommended for approval by Planning and Staff)
- e. 2017-116 JHR Northgate, LLC/Sweet Melissa's Billiards, LLC % Melissa Smith (Special Exceptions Permit for Late Night Entertainment). A resolution approving a Special Exceptions Permit for use of a Late Night Entertainment facility located at 1966 Northpoint Boulevard, Suite 126, Hixson, TN 37343, more particularly described in the attached documents. (District 3)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. A resolution authorizing the approval of Change Order No. 1 for Arcadis U.S., Inc. relative to Contract No. W-12-027-101, Friars Branch Pump Station Improvements, a Consent Decree Project, for an increased amount of \$164,074.75, for a revised contract amount not to exceed \$1,457,052.75. (District 5) (Consent Decree)

 - g. A resolution authorizing the Administrator for the Department of Public Works to enter into a Supplemental Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company for the Central Avenue Extension and Storm Drainage Separation Project under Norfolk Southern relative to locomotive storage tracks originating at MP336.20 CNO&TP, Contract No. S-15-007-801, for an amount not to exceed \$109,324.00. (District 8)

 - h. A resolution to award Contract No. W-16-013-201 to J. Cumby Construction, Inc. of Cookeville, TN, Citico Pump Reliability Improvements, a Consent Decree supported project, in the amount of \$7,375,000.00, with a contingency amount of \$400,000.00, for an amount not to exceed \$7,775,000.00. (District 8) (Consent Decree)

 - i. A resolution authorizing the Mayor to execute an agreement with Hamilton County relative to the Courts Community Service Program for Fiscal Year 2017-2018, for and amount not to exceed \$60,000.00.

 - j. A resolution to amend Resolution No. 25859 relative to funding property addressing Hamilton County Government to extend the timeframe of the agreement to five (5) years beginning 2017, for a 2017-2018 payment not to exceed \$67,220.00, and future compensation to be negotiated on an annual basis, as noted in the City/County Memorandum of Understanding dated May 19, 2006.

 - k. A resolution authorizing the approval of Change Order No. 1 (Final) to Chase Plumbing and Mechanical, Inc. of Chattanooga, TN, relative to Contract No. W-09-006-202, Spring Creek Pump Interceptor Rehabilitation Project, a Consent Decree Project, for a decreased amount of \$233,874.54, to release the remaining contingency of \$70,000.00, for a revised contract amount not to exceed \$474,365.46. (Consent Decree)
8. Purchases.
9. Other Business.
- a) A resolution to repeal Resolution No. 27969, adopted on August 5, 2014, and adopting new Rules of Operation for the Chattanooga City Council.
10. Committee Reports.

Revised Agenda for Tuesday, August 1, 2017

Page 8

11. Agenda Session for Tuesday, August 15, 2017.
12. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
13. Adjournment.

Proposed City Council Purchases 8-1-17

| DEPARTMENT REQUISITION NO. | ITEM DESCRIPTION | BIDS REQUESTED | BIDS RETURNED | LOWEST/BEST BIDDER | COST | FUND NAME | NOTES |
|--------------------------------------|---|----------------|---------------|--|--------------------------------------|------------------------------------|--|
| R148918 Public Works | New Blanket Contract for Uniform and Textile Rental and Laundry Service Waste Resources Division | 8 | 2 | Unifirst Corporation 103 West Lake Ave Rossville, GA 30741 | Estimated \$55,000 Annually | Interceptor Sewer Operations | New Blanket Contract for Uniform and Textile Rental and Laundry Service. The new contract will include two (2) renewal options. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Unifirst Corporation was the best bid meeting specifications. |
| R154818 Public Works | New Blanket Contract for Liquid Calcium Nitrate Waste Resources Division | 8 | 1 | Evoqua Water Technologies LLC 2650 Tallevast Road Sarasota, FL 34343 | Estimated \$1,500,000 Annually | Interceptor Sewer Operations | New Blanket Contract for Liquid Calcium Nitrate. There were 8 direct bid solicitations and we received 1 response in the publically advertised bid proceedings. City Ordinance 10913 allowed the award of the contract to Evoqua Water Technologies LLC based upon receipt of only "one" bid after the requirement has been rebid. |
| R155358 Public Works | New Blanket Contract for Roof Inspection and Repair Services Waste Resources Division | 8 | 3 | JDH Company Inc 1133 E Main St Chattanooga, TN 37408 | Estimated \$100,000 Annually | Interceptor Sewer Operations | New Blanket Contract for Roof Inspection and Repair Services. The new contract will include two (2) renewal options. There were 8 direct bid solicitations and we received 3 responses in the publically advertised bid proceedings. JDH Company Inc was the best bid meeting specifications. |
| R157864 Public Works | Repair of Peterson 6700 Horizontal Wood Chipper-Grinder | - | - | Peterson Pacific Corp 29408 Airport Rd Eugene, OR 97402 | \$48,530.79 | General Fund | Repair of Peterson 6700 Horizontal Wood Chipper-Grinder. The repair must be completed through Peterson Pacific Corp. The Chipper-Grinder unit is used daily at the Wood Recycle Center. TCA 6-56-304-2 allows for this single source purchase/repair, exempted from usual advertising and bidding requirements. |
| R157138 Information Technology | New Blanket Contract for Technology, Security, and Communication Solutions | - | - | Tyler Technologies Inc One Tyler Drive Yarmouth, ME 04096 | Estimated \$500,000 Annually | General Fund | New Blanket contract for Technology, Security, and Communication Solutions. This contract will utilize NJPA Contract # 110515-TT1 with Tyler Technologies Inc. TCA 6-56-304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements. |



City of Chattanooga

Mayor Andy Berke

July 20, 2017

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

Subject: 148918/304727 – Uniform and Textile Rental and Laundry Service –
Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Uniform and Textile Rental and Laundry Service 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 \$55,000.

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.

Bidder

Unifirst Corporation
Aramark Uniform & Career Apparel, LLC

I recommend awarding this blanket contract to Unifirst Corporation, 103 West Lake Ave., Rossville, GA 30741 based upon the unit prices bid. Unifirst Corporation offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation - Uniform & Textile Rental & Laundry Services

RFB 304727

| Item # | Item | UOM | Unifirst Corp. | Aramark Uniform |
|--------|---|------|----------------|-----------------|
| | | | Unit Price | Unit Price |
| 1 | Shirt, woven, mens, short sleeve, button-up, with pockets, City of Chattanooga patch | Week | \$0.16 | \$0.23 |
| 2 | Replacement Cost | Each | \$11.85 | \$17.00 |
| 3 | Shirt, woven, mens, long sleeve, button-up, with pockets, City of Chattanooga patch | Week | \$0.20 | \$0.23 |
| 4 | Replacement Cost | Each | \$13.90 | \$17.00 |
| 5 | Shirt, woven, womens, short sleeve, button-up, with or without pockets, City of Chattanooga patch | Week | \$0.12 | \$0.20 |
| 6 | Replacement Cost | Each | \$9.15 | \$14.50 |
| 7 | Shirt, woven, womens, long sleeve, button-up, with or without pockets, City of Chattanooga patch | Week | \$0.15 | \$0.20 |
| 8 | Replacement Cost | Each | \$11.15 | \$14.50 |
| 9 | Shirt, polo, mens, short sleeve, moisture-wicking, City of Chattanooga patch | Week | \$0.13 | \$0.28 |
| 10 | Replacement Cost | Each | \$12.15 | \$24.00 |
| 11 | Shirt, polo, womens, short sleeve, moisture-wicking, City of Chattanooga patch | Week | \$0.13 | \$0.28 |
| 12 | Replacement Cost | Each | \$12.15 | \$24.00 |
| 13 | Shirt, FR, long sleeve, enhanced visibility, City of Chattanooga patch | Week | \$0.74 | \$0.83 |
| 14 | Replacement Cost | Each | \$84.04 | \$58.00 |
| 15 | Jeans, FR | Week | \$0.76 | \$0.62 |
| 16 | Replacement Cost | Each | \$47.57 | \$55.00 |
| 17 | Pants, cargo, mens, poly-cotton blend | Week | \$0.24 | \$0.27 |
| 18 | Replacement Cost | Each | \$18.00 | \$23.00 |
| 19 | Pants, cargo, womens, poly-cotton blend | Week | \$0.27 | \$0.27 |
| 20 | Replacement Cost | Each | \$19.60 | \$23.00 |
| 21 | Jacket, medium weight, hip length, zippered, City of Chattanooga patch | Week | \$0.38 | \$0.42 |
| 22 | Replacement Cost | Each | \$26.95 | \$36.00 |
| 23 | Jacket, light weight, zippered OR light weight, pullover, City of Chattanooga patch | Week | \$0.53 | \$0.28 |
| 24 | Replacement Cost | Each | \$39.95 | \$29.00 |

| | | | | |
|----|---|------|----------|---------|
| 25 | Shirt, woven, Hi-Vis, ANSI III, short sleeve, City of Chattanooga patch | Week | \$0.43 | \$0.75 |
| 26 | Replacement Cost | Each | \$39.56 | \$65.00 |
| 27 | Shirt, woven, Hi-Vis, ANSI III, long sleeve, City of Chattanooga patch | Week | \$0.54 | \$0.75 |
| 28 | Replacement Cost | Each | \$48.84 | \$65.00 |
| 29 | Jacket, Hi-Vis, ANSI III, City of Chattanooga patch | Week | \$0.83 | \$1.50 |
| 30 | Replacement Cost | Each | \$119.00 | \$85.00 |
| 31 | Lab Coats, poly cotton blend, mens, blue | Week | \$0.25 | \$0.23 |
| 32 | Replacement Cost | Each | \$16.75 | \$17.00 |
| 33 | Lab Coats, poly cotton blend, womens, blue | Week | \$0.25 | \$0.23 |
| 34 | Replacement Cost | Each | \$16.75 | \$17.00 |
| 35 | Barber/Face Towel, 100% cotton, 11 x 17 | Week | \$0.90 | \$0.05 |
| 36 | Replacement Cost | Each | \$0.85 | \$0.50 |
| 37 | Microfiber Wiper, 12 x 12 | Week | \$0.06 | \$0.05 |
| 38 | Replacement Cost | Each | \$0.75 | \$1.00 |
| 39 | Laundry Bin | Week | \$0.00 | \$0.00 |
| 40 | 3 x 5 mats | Week | \$1.25 | \$1.32 |
| 41 | 4 x 6 mats | Week | \$2.00 | \$2.60 |
| 42 | 3 x 5 scraper mats | Week | \$1.25 | \$1.80 |

| | | |
|----------|----|----|
| Low Bids | 30 | 10 |
|----------|----|----|

Uniforms and Textile Rental and Laundry Service – Requisition 148918

Aramark Uniform Services
4625 Resource Drive
Chattanooga, TN 37416

Tritex Services
P.O. Box 962
Trenton, GA 30752

AmeriPride Linen & Uniform Services
1081 Experiment Station Road
Watkinsville, GA 30677

National Linen Service
1817 Broad St.
Chattanooga, TN 37408

UniFirst
5959 Shallowford Road #321
Chattanooga, TN 37421

Dust Tex Rental Inc.
165 Industrial Way SW
Cleveland, TN 37311

Paramount Services Inc.
P.O. Box 3987
Birmingham, AL 35208

G&K Services
10215 Upper Ridge Way
Knoxville, TN 37932



City of Chattanooga

Mayor Andy Berke

July 24, 2017

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

Subject: 154818/304767 – Liquid Calcium Nitrate – Waste Resources Division –
Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for the Supply and Delivery of Liquid Calcium Nitrate for the Waste Resources Division of the Public Works Department. Liquid calcium nitrate is used for odor and corrosion control in the sewer system. 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 \$1,500,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Since only one (1) bid was received, it was not opened. The requirement was re-advertised but no additional bids were received. The bid is summarized below and on the attachment. The bid is retained on file and available for review in the Purchasing Office upon request.

| <u>Bidder</u> | <u>Bid</u> |
|-------------------------------|---|
| Evoqua Water Technologies LLC | \$2.43 per gallon Calcium Nitrate \$3.95 per gallon Bioxide 71 |

I recommend awarding this blanket contract to Evoqua Water Technologies LLC, 2650 Tallevast Road, Sarasota, FL 34343. Evoqua Water Technologies LLC offers the best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation -

RFQ # 304767

Liquid Calcium Nitrate

| Item # | Item | Evoqua Unit Price |
|--------|------------------------|----------------------|
| 1 | Liquid Calcium Nitrate | \$2.43 |
| 2 | Bioxide 71 | \$3.95 |

Liquid Calcium Nitrate – Requisition 154818

Evoqua Water Technologies
2650 Tallevast Rd.
Sarasota, FL 34243

The Dycho Company
P.O. Box 513
Niota, TN 37826

Brenntag Mid-South
317 Wauhatchie Pike
Chattanooga, TN 37419

Specialty Chemical Co.
2018 King Edward Ave.
Cleveland, TN 37311

Univar
3 Riverside Lane
Chattanooga, TN 37406

Sterling Water Technologies
P.O. Box 602
Columbia, TN 38402-0602

GFS Chemicals
P.O. Box 245
Powell, OH 43065

The Chemical Company
44 Southwest Ave.
Jamestown, RI 02835



City of Chattanooga

Mayor Andy Berke

July 26, 2017

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

Subject: 155358/304784 – Roof Inspection and Repair Services – Waste Resources
Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Roof Inspection and Repair Services 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 \$100,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Three (3) 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

JDH Company, Inc.
Tri-State Roofing
Porter Roofing Contractors Inc.

I recommend awarding this blanket contract to JDH Company, Inc., 1133 E. Main St., Chattanooga, TN 37408. JDH Company, Inc offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation -

RFQ # 304784

Roof Insp & Repair

| Item # | Item | JDH Company | Tri-State Roofing | Porter Roofing |
|--------|---|-------------|-------------------|----------------|
| | | Unit Price | Unit Price | Unit Price |
| 1 | Repair labor, regular labor rate | \$26.02 | \$25.52 | \$35.00 |
| 2 | Repair labor, overtime labor rate | \$39.01 | \$38.28 | \$52.50 |
| 3 | Repair labor, holiday labor rate | \$43.56 | \$51.04 | \$70.00 |
| 4 | Roof inspector, regular labor rate | \$29.65 | \$50.00 | \$65.00 |
| 5 | Roof inspector, overtime labor rate | \$44.48 | \$75.00 | \$97.50 |
| 6 | Roof inspector, holiday labor rate | \$49.32 | \$100.00 | \$130.00 |
| 7 | Roofing supervisor, regular labor rate | \$36.30 | \$45.00 | \$45.00 |
| 8 | Roofing supervisor, overtime labor rate | \$42.35 | \$67.50 | \$67.50 |
| 9 | Roofing supervisor, holiday labor rate | \$48.40 | \$90.00 | \$90.00 |
| 10 | Material, percent markup over cost | 10% | 15% | 10% |
| 11 | Unforeseen specialized services, etc. | \$1.00 | \$1.00 | \$1.00 |

Roof Inspection and Repair Services – Requisition 155358

JDH Co., Inc.
1133 E. Main Street
Chattanooga, TN 37408

Total Building Maintenance, Inc.
1908 Cowart St.
Chattanooga, TN 37408

Tecta America Southeast, LLC
5085 Shiloh Rd.
Cumming, GA 30040

ISS Inc.
40 Stagecoach Rd.
Ringgold, GA 30736

Porter Roofing Contractors
2505 E 43rd St, #4
Chattanooga, TN 37407

Parris Roofing
2409 Georgetown Rd NW
Cleveland, TN 37311

Sexton Roofing
9306 Fuller Rd
Chattanooga, TN 37421

JD Helton Roofing Co Inc
P.O. Box 9914.
Chattanooga, TN 37412



City of Chattanooga

Mayor Andy Berke

July 27, 2017

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

Subject: 157864 – Wood Chipper/Grinder Repair – Public Works/City Wide Services

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the repair of the Peterson 6700 Horizontal Grinder (Wood Chipper) for use at the Wood Recycle Center for City Wide Services, Public Works Department. This grinder/wood chipper is used for chipping wood at the Wood Recycle Center daily, and there is no back-up equipment available. This repair work is needed immediately.

Peterson Pacific Corp, located in Eugene, OR, is the manufacturer of the Peterson 6700 Horizontal Grinder that has been in use by the City since 2002. This repair will be in the amount \$48,530.79. A memorandum from the Department Director and a written quotation from Peterson are attached for your review.

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

Respectfully yours,

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

Bonnie Woodward
Director of Purchasing

BW: dp
Attachments

**CHATTANOOGA PURCHASING DIVISION
SOLE SOURCE JUSTIFICATION FORM**

Sole source purchases are goods and services available from only one supplier, and cannot be procured through the competitive bidding process because of the existence of a single source of supply, or other reason below. Justification for this basis must be provided, per purchase order.

Description of item/service, its function and cost estimate \$ 48,530.79

This is a sole source vendor because:

- Sole provider of proprietary rights, and/or is a licensed or patented good or service.
- Sole provider of items that are repair parts of or upgrades to existing equipment/systems.
- Sole provider of factory-authorized warranty service.
- Sole provider with specialized facilities or technical competence.
- Sole provider of unique equipment or products not offered by others.

What steps were taken to verify that these features are not available elsewhere?
(Attach any additional explanation)

Other brands/manufacturers were examined (List specific company names, phone numbers and contact names, and explain why there were not suitable)

Other vendors were contacted (List specific company names, phone numbers and contact names, and explain why these were not suitable).

What specific feature makes this item unique and why is this feature needed for your project?
Only Authorized dealer that provides parts and service

Please attach the suggested vendor's letter stating the reasons that it is considered a sole source for the product/service, if applicable.

Suggested Vendor Peterson

Department Public Works Contact: Sharon Smith

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City.


Department Head's Signature

7-27-17
Date

Memo

To: Bonnie Woodard, Purchasing Director
From: Ricky Colston, Director City Wide Services
Date: July 27, 2017
Subject: Requisition 157864
Vendor Peterson

The above requisition number is for the repair of the Grinder at the Wood Recycle Center at Hawthorne Street. Peterson is the only authorized dealer that provides materials and labor to repair this equipment. The grinder is totally inoperable at the present time causing a huge amount of brush collection which could become a fire hazard.

Your quick approval of getting this requisition processed will speed up the repair and grinding can continue eliminating the stock pile of brush.

Thank You,

Ricky Colston

A handwritten signature in black ink, appearing to read 'Ricky Colston', with a long horizontal flourish extending to the right.



Dedra Partridge <dpartridge@chattanooga.gov>

Fwd: PETERSON SUPPORT

1 message

Gary Franks <gfranks@chattanooga.gov>

Thu, Jul 27, 2017 at 2:30 PM

To: Dedra Partridge <dpartridge@chattanooga.gov>, Ricky Colston <rcolston@chattanooga.gov>

Here is the information you requested
Thanks
GF

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

From: Steve Farmer <Steve.Farmer@petersoncorp.com>

Date: Thu, Jul 27, 2017 at 2:20 PM

Subject: PETERSON SUPPORT

To: franks_g@chattanooga.gov <franks_g@chattanooga.gov>

Cc: Chris Goodson <chris.goodson@petersoncorp.com>, Trent Williams <trent.williams@petersoncorp.com>, Gregg Herdina <Gregg.Herdina@petersoncorp.com>

GARY,

Per our recent conversation, I just wanted to clarify a few concerns regarding Peterson and the State of Tennessee:

- Tennessee is a DIRECT state/territory for Peterson, meaning that the support that you receive for your Peterson machine will come directly from Peterson and our Product Support team.
- There is no other authorized support for our Peterson products in the State of Tennessee other than dealing DIRECT with Peterson, which in my opinion is an advantage to the City of Chattanooga rather than a disadvantage, as I feel that you are receiving unparalleled support from the OEM manufacturer of your machine, and from highly trained and qualified personnel. We at Peterson pride ourselves in offering the highest level of support possible.

If you have any questions or concerns, please feel free to contact any of us.

Respectfully,

Steve Farmer

Parts Dept. Manager

Cell# 803-229-5052

EDC Office# 803-794-4205

EDC Shipping/Receiving# 803-794-4891

steve.farmer@petersoncorp.com

www.petersoncorp.com

CONTACT PETERSON

Home (<http://www.petersoncorp.com/>) » Contact Peterson

Peterson Factory

Physical Address

29408 Airport Rd
Eugene, OR 97402

Phone and Fax

Phone: 541.689.6520
Toll Free: 800.269.6520
Fax: 541.689.0804

Technical Support and Field Service

Toll Free: 888.813.0712
Monday through Friday, 7AM to 5PM Pacific Time

Mailing Address

PO Box 40490
Eugene, OR 97404-0082

Eastern Distribution Center (EDC) (<http://www.petersoncorp.com/eastern-distribution-center>)

West Columbia, South Carolina
Phone: 803.794.4891
Monday through Friday, 7:30AM to 5PM Eastern Time

Service

Toll Free: 888.813.0712
Monday through Friday, 7:30AM to 8PM, Eastern Time

After Hours, Weekends, and Holidays Parts & Service Emergency Help Available



City of Chattanooga

Mayor Andy Berke

July 24, 2017

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

Subject: Req. 157138 - Establish Blanket Contract – Technology, Security, and Communication Solutions – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to establish a blanket contract with Tyler Technologies. The proposed contract will provide technology, security, and communication solutions for city wide use. The estimated annual expenditure for this contract will be approximately \$500,000.00.

This contract will be from Tyler Technologies, utilizing the National Joint Powers Alliance Contract No. 110515-TTI. This contract is valid thru December 15, 2019, and has one (1) twelve (12) month renewable term thereafter. A copy of the contract is attached for your review.

Use of National Joint Powers Alliance contracts are permitted by Resolution No. 28027, approved by City Council on September 23, 2014.

Tyler Technologies
One Tyler Drive
Yarmouth, ME 04096

Respectfully yours,

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

Bonnie Woodward
Purchasing Director

BW/sl
Attachments



Preferences Help Close Window

Purchase Requisition 157138 for Patrick, Cindy (1.00 USD)

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [Request Information](#)

From **Patrick, Cindy**
 To **Purchase Approval Pool**
 Sent **24-Jul-2017 09:41:35**
 Due **31-Jul-2017 09:41:35**
 ID **1857694**

Description **Tyler Technologies Software, Hardware and Professional Services provided per NJPA Contract #110515-TTI**
 Requisition Total **1.00 USD**
 Estimated Tax **0.00 USD**
 Attachments

Requisition Lines

| Line | Description | Supplier | Cost Center | Unit | Quantity | Price (USD) | Amount (USD) |
|------|---|------------------------|-------------|--------|----------|-------------|--------------|
| 1 | Tyler Technologies Software, hardware and Professional Services for DIT City implementation | Tyler Technologies Inc | A00501 | Dollar | 1 | 1 | 1.00 |

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



| Num | Name | Action | Action Date | Note |
|-----|-----------------------------|-----------|----------------------|--|
| 1 | Patrick, Cynthia H (Cindy) | Submitted | 12-Jul-2017 14:31:49 | |
| 2 | Lea, Sharon Marie | Approved | 12-Jul-2017 15:22:59 | Tyler Technologies PROVIDER: Software, Hardware and Professional Services provided per NJPA Contract #110515-TTI Establishing a Blanket Contract |
| 3 | Jeffery, Donna L | Approved | 13-Jul-2017 13:28:48 | |
| 4 | Messer, Derek Brent (Brent) | Approved | 17-Jul-2017 12:12:42 | Tyler Technologies PROVIDER: Software, Hardware and Professional Services provided per NJPA Contract #110515-TTI Establishing a Blanket Contract |
| 5 | Jeffery, Donna L | Approved | 21-Jul-2017 16:44:29 | |
| 6 | Forshee, Fredia Fay | Approved | 24-Jul-2017 09:41:35 | Tyler Technologies PROVIDER: Software, Hardware and Professional Services provided per NJPA Contract #110515-TTI Establishing a Blanket Contract |

Related Applications

- [Edit Requisition](#)
- [View Requisition Details](#)
- [Open Document](#)

Response

Note Tyler Technologies PROVIDER: Software, Hardware and Professional Services provided per NJPA Contract #110515-TTI Establishing a Blanket Contract

Return to Worklist

Display next notification after my response

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [Request Information](#)

[Privacy Statement](#)

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Tyler Technologies



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

Contract#: 110515-TTI

Category: Technology, Security & Communication Solutions

Description: Administrative Software

Maturity Date: 12/15/2019

With more than 14,000 clients, Tyler Technologies is a leading provider of software and services for the public sector. Designed with an insider's understanding of the public sector market acquired from decades of industry experience, Tyler Solutions streamline processes and improve the flow of information throughout an organization, empowering local and county governments, schools and other public sector entities to better serve citizens. Tyler solutions reach all areas of the public sector, including financials & HR, schools, courts & justice, Appraisals and Tax, document management, public safety, Citizen Services, and planning, regulatory maintenance.

HOW TO PURCHASE

Our step-by-step guide



[Contact Tyler Technologies](#)

Vendor Contact Info

Ehren Morse

Direct Phone: 800-772-2260 Ext.
4662

Ehren.Morse@tylertech.com

www.tylertech.com

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



Company Name: Tyler Technologies

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

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

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

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

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

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

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

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

Proposer's Signature: 
 Abigail Diuz, Associate General Counsel


Date: November 2, 2015

NJPA's clarification on exception/s listed above:

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

CLARIFICATIONS:

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



Contract Award
RFP # 110515

FORM D



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


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

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

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

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

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



Contract Acceptance and Award

(To be completed only by NJPA)

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

Tyler Technologies, Inc.
Proposer's full legal name

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

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

National Joint Powers Alliance® (NJPA)

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

Awarded this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

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

Executed this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

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

Vendor Name Tyler Technologies, Inc.

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

Title: Associate General Counsel

Executed this 21st day of December, 20 15 NJPA Contract Number # 110515-TTI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

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

Company Name: Tyler Technologies, Inc.

Contact Person for Questions: Ehren Morse

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

Address: One Tyler Drive

City/State/Zip: Yarmouth, ME 04096

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

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

Authorized Signature: 

Authorized Name (typed): Abigail Diaz

Title: Associate General Counsel

Date: November 2, 2015

Notarized

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

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

My commission expires: November 2, 2018

Signature: 

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



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

Proposer Name: Tyler Technologies, Inc.,

Questionnaire completed by: Ehren Morse, Sales Operations Manager

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Tyler Response: Tyler's standard payment terms are set forth in its Invoicing and Payment Policy, which is provided as Exhibit B to Tyler's standard contract. As noted therein, payment is due within 45 days of the invoice date.

- 2) Identify any applicable leasing or other financing options as defined herein.
Tyler Response: Tyler has partnered with several leasing and financing companies selected by clients, including Diversified Lenders.

- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
Tyler Response: Tyler will provide a custom quote for each opportunity based on the price and discounts offered within the response. A signed agreement and purchase order for the software and services will result in product shipped.

- 4) Do you accept the P-card procurement and payment process?
Tyler Response: Tyler does accept P-card payments, but payments are restricted to five thousand dollars or less.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
Tyler Response: Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards.

- 6) Do all warranties cover all products/equipment parts and labor?
Tyler Response: Tyler's software warranty covers all "Tyler Software," which is defined as Tyler's proprietary software (including customizations and integrations) that are within the contract scope. Tyler's services warranty applies to all services, including maintenance and support, provided by Tyler personnel.

7) Do warranties impose usage limit restrictions?

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

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

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

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

Tyler Response: None.

Equipment/Product/Services, Pricing, and Delivery

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

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

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

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

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

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

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

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

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

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

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

Tyler Response: Not Applicable

- 16) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Tyler Response: Tyler has not included the hardware that will be required for self-hosting the Tyler solutions. However, many of the solutions are available in a hosted environment so the hardware is not always required if the member selects the SaaS option.
- 17) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
Tyler Response: Hardware items are shipped to the customer directly from third party vendors that are purchased through Tyler. These vendors very rarely charge for shipping for these items.
- 18) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:
_____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
_____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 X c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____ d. Other; please describe.
Tyler Response: Tyler will discount then-current license fees by 10%
- 19) Do you offer quantity or volume discounts?
 X YES _____ NO Outline guidelines and program.
Tyler Response: Tyler may consider a large volume discount, such as multiple entities procuring together, however this would be considered on a case by case basis.
- 20) Describe in detail your proposed exchange and return program(s) and policy(s).
Tyler Response: Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. Tyler passes through to its clients all warranties received on third party products.
- 21) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
Tyler Response: The fees quoted by Tyler do not include shipping charges on hardware purchased through Tyler, for which the customer is responsible.
- 22) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.
Tyler Response: Tyler monitors all purchases via our internal CRM tracking system. NJPA contracts are tracked at the onset via our Sales staff and then monitored by our operations and accounting personnel.

Industry-Specific Items

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

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

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

Tyler Response: None.

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

Tyler Response: None.

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

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

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

Tyler Response: All the above

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

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

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

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

Implementation

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

Ongoing Support Day In and Day Out

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

Training

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

Additional Services

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

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

Key Munis Financials Features:

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

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

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

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

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

Tyler Response: 100%

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

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

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

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

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

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

R&D: 261

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

Tyler Response:

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

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

Georgia 2160 Satellite Blvd Suite 300, Duluth, GA 30097

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

Iowa 2730 Ford Street, Ames, IA 50010

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

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

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

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

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

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

New York 23 British American Blvd, Latham, NY 12110

Ohio 4100 Miller-Valentine Court, Moraine, OH 45439

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

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

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

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

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

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

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

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

Tyler Response: Average is 4.3 years

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _____



Abigail Diaz, Associate General Counsel

Date: November 2, 2015