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**TUESDAY, JULY 31, 2018**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

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

**LEGAL**

- a. An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending Title 4, Chapter I, related to City Court by deleting Sections 4.1 through 4.9 and substituting in lieu thereof Sections 4.1 through 4.3. (Revised)
- b. An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending the City Court provisions in the interest of public policy and to generally improve the Charter.

An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending the City Court provisions to delete Title IV, Chapter 11, Sections 4.27 and 4.28 and substitute in lieu thereof a new Section 4.27 in the interest of public policy and to generally improve the Charter. (Alternate Revised Version)

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- c. [MR-2018-114 Shannon Kelly-Chattanooga Engineering Group/John Wise-Wise Properties TN, LLC \(Abandonment\). An ordinance closing and abandoning a portion of the 200 block of Delawanna Terrace to allow for construction of a future development, as detailed on the attached map, subject to certain conditions. \(District 1\) \(Recommended for approval by Transportation and Planning\)](#)
  
- d. [MR-2018-105 John Sullivan \(Abandonment\). An ordinance closing and abandoning the unopened and unnamed right-of-way between the 4300 block of Guild Trail and the 4300 block of Ochs Highway to allow for construction of a retaining wall and adjustment of property lines, as detailed on the attached map, subject to certain conditions. \(District 7\) \(Recommended for approval by Transportation and Planning\)](#)

VII. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. [A resolution declaring surplus of property located at 1001 Lindsay Street, Tax Map No. 145D-X-005, and authorizing the transfer of the parcel to the Chattanooga Downtown Redevelopment Corporation with the continuation of maintenance, janitorial, or related services as provided by employees of the City of Chattanooga for a period not to exceed nine \(9\) months. \(District 8\) \(Revised\)](#)
  
- b. [A resolution declaring surplus of property located at 274 E. 10th Street, Tax Map No. 145E-C-003, and authorizing the transfer of the parcel to the Chattanooga Downtown Redevelopment Corporation with the continuation of maintenance, janitorial, or related services as provided by employees of the City of Chattanooga for a period not to exceed nine \(9\) months. \(District 8\) \(Revised\)](#)
  
- c. [A resolution declaring surplus of property located at 100 E. 11th Street, Tax Map No. 145E-B-009, and authorizing the transfer of the parcel to the Chattanooga Downtown Redevelopment Corporation with the continuation of maintenance, janitorial, or related services as provided by employees of the City of Chattanooga for a period not to exceed nine \(9\) months. \(District 8\) \(Revised\)](#)

**INFORMATION TECHNOLOGY**

- d. [A resolution authorizing the Chief Information Officer \(CIO\) to execute a blanket contract with Carahsoft Technology Corporation as providers of Accela software, licensing, technology support, and professional services City-wide for the period of one \(1\) year \(with the option to renew for two \(2\) additional years\) beginning May 24, 2018 through May 23, 2019, for an amount not to exceed \\$199,718.68.](#)

**PLANNING**

- e. [A resolution authorizing and directing the Clerk of the Council to advertise for public hearing on August 14, 2018, the deannexation of certain tracts adjacent to the current City limits which are located at 6403 and 6403B Middle Valley Road, within the City of Chattanooga, in Hamilton County, Tennessee. \(District 3\)](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- f. [A resolution authorizing Ortwein Signs % Jim Teal, acting as agent on behalf of applicant Seth Bigham, to use temporarily the right-of-way located over the western face of the building located at 60 North Market Street for the purpose of installing a projecting sign, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 2\)](#)

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

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

XII. Adjournment.

**TUESDAY, AUGUST 7, 2018**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

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

**LEGAL**

- a. An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending Title 4, Chapter I, related to City Court by deleting Sections 4.1 through 4.9 and substituting in lieu thereof Sections 4.1 through 4.3.
- b. An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending the City Court provisions in the interest of public policy and to generally improve the Charter.

An ordinance to amend the Charter of the City of Chattanooga, and all acts, ordinances, and other charter provisions amendatory thereof, pursuant to the provisions of Article XI, Section 9, of the Constitution of the State of Tennessee (Home Rule Amendment) so as to change the City Charter by amending the City Court provisions to delete Title IV, Chapter 11, Sections 4.27 and 4.28 and substitute in lieu thereof a new Section 4.27 in the interest of public policy and to generally improve the Charter. (Alternate Revised Version)

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- c. MR-2018-114 Shannon Kelly-Chattanooga Engineering Group/John Wise-Wise Properties TN, LLC (Abandonment). An ordinance closing and abandoning a portion of the 200 block of Delawanna Terrace to allow for construction of a future development, as detailed on the attached map, subject to certain conditions. (District 1) (Recommended for approval by Transportation and Planning)



- d. [MR-2018-105 John Sullivan \(Abandonment\). An ordinance closing and abandoning the unopened and unnamed right-of-way between the 4300 block of Guild Trail and the 4300 block of Ochs Highway to allow for construction of a retaining wall and adjustment of property lines, as detailed on the attached map, subject to certain conditions. \(District 7\) \(Recommended for approval by Transportation and Planning\)](#)

6. **Ordinances – First Reading:**

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- a. [MR-2018-128 Collier Construction/ASTIR, LLC \(Abandonment\). An ordinance closing and abandoning a portion of the 1500 block of Sinclair Avenue at 1531 Sinclair Avenue to allow for construction of a future development, detailed on the attached map, subject to certain conditions. \(District 7\) \(Recommended for approval by Transportation and Planning\)](#)
- b. [An ordinance amending Chattanooga City Code, Part II, Chapter 11, Section 11-381 relating to vending on public park property, and Chapter 20, Article VII, Sections 20-146 through 20-153 relating to Mobile Food Units. \(Revised\)](#)

7. **Resolutions:**

**COUNCIL OFFICE**

- a. [A resolution authorizing the waiver of all fees for the “5K Walk/Run for Lupus/Non-Profit Zia 1081 Order of Eastern Stars” event at Blue Goose Hollow on Saturday, September 22, 2018, for the total amount of \\$1,000.00. \(District 7\)](#)

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- b. [A resolution authorizing the Mayor to enter into a Donation Agreement, in substantially the form attached, with JWM Chattanooga, LLC for the acceptance of the donation of an approximately 1,471 square foot parcel located at 5061 Summit Spring Way, identified as Tax Map No. 131-099.12, on which a monument has been erected with a commemorative plaque of the Summit Community and their ancestors, and for the Mayor to execute all documents necessary for the acceptance of the parcel with an approximate value of \\$3,200.00. \(District 6\)](#)
- c. [A resolution authorizing the Administrator for the Department of Economic and Community Development to accept, if awarded, the 2018 Great Urban Parks Campaign Grant, sponsored by the National Recreation and Park Association \(NRPA\), to be applied to the East Lake Park Project, in the amount of \\$300,000.00.](#)

**MAYOR'S OFFICE**

- d. [A resolution to confirm the Mayor's appointment of Lee Helena to the Historic Zoning Commission.](#)
- e. [A resolution to confirm the Mayor's appointments of David Hudson and Jim Williamson to the Form-Based Code Committee.](#)

**POLICE**

- f. [A resolution authorizing the Chattanooga Police Department, along with the Hamilton County Sheriff's Department, to apply for the Fiscal Year 2018 Edward Byrne Justice Assistance Grant Program which runs from October 1, 2018 through September 30, 2021, through the Department of Justice, Office of Justice Programs, for an amount of \\$92,420.00 for the Chattanooga Police Department, for an amount of \\$43,445.00 for the Hamilton County Sheriff's Department, for a total amount of \\$135,865.00.](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- g. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with HDR Engineering, Inc. for professional services relative to Contract No. W-17-015-101, MBWWTP Tank Safety Upgrades, a Non-Consent Decree Project, for an amount not to exceed \\$191,900.00. \(District 1\) \(Non-Consent Decree\)](#)
- h. [A resolution to approve Change Order No. 2 for Brown and Caldwell relative to Contract No. W-12-021-101, South Chickamauga Creek 5 Sub-Basin SSES, a Consent Decree Project, for an increased amount of \\$25,560.00, for the revised contract amount of \\$1,100,192.50. \(Districts 5 & 6\) \(Consent Decree\)](#)
- i. [A resolution authorizing the award of Contract No. M-18-001-201 to West Roofing Systems, Inc. of Tunnel Hill, GA, Replacement Roofing System for Warner Park Maintenance Building, in the amount of \\$42,975.00, with a contingency amount of \\$5,000.00, for an amount not to exceed \\$47,975.00. \(District 8\)](#)
- j. [A resolution authorizing the Administrator for the Department of Public Works to execute a Consent to Assignment of all purchase orders for Vendor No. 867412 for Amec Foster Wheeler and Infrastructure, Inc. to Wood Environment and Infrastructure Solutions, Inc. relative to the described purchase orders.](#)
- k. [A resolution authorizing the Administrator for the Department of Public Works to execute an agreement with Steven D. Billingsley d/b/a Billingsley Architecture relative to Contract No. P-18-001-101, Limited Renovations at Police Annex, for an amount not to exceed \\$36,400.00.](#)

**Revised Agenda for Tuesday, July 31, 2018**

**Page 7**

8. Purchases.
9. Other Business.
  1. **Approval of certifications for new grocery stores wishing to sell wine:**
    - a. **MAC's Convenience Stores, LLC d/b/a Circle K 2803648, 5710 Lake Resort Drive (District 3)**
    - b. **MAC's Convenience Stores, LLC d/b/a Circle K 2803652, 4900 Brainerd Road (District 6)**
  2. **Form-Based Code Appeals:**
    - a. [Case No. 18-00012 - Tennessee Valley Credit Union - Barry Gilley - Construction Consultants, LLC, 101 West 20th Street \(District 7\)](#)
    - b. [Case No. 18-00014 - J.W. Holdings, LLC - Adamson Developers, LLC, 1002 E. 10th Street and 1006 Fairview Avenue \(District 8\)](#)
10. Committee Reports.
11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
12. Adjournment.

Proposed City Council Purchases 7-31-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
PO 544978 Public Works	Blanket Contract Renewal for Liquid Calcium Nitrate, Waste Resource Division, Public Works Department	8	1	Evoqua Water Technologies LLC 2155 112th Avenue Holland, MI 49424	Estimated \$2,500,000. Annually	Interceptor Sewer Operations	Blanket Contract Renewal for Liquid Calcium Nitrate - Waste Resource Division - Public Works Department. The City of Chattanooga is renewing the first (1st) contract for twelve (12) months through August 2019 with the option of one (1) renewal. There were eight (8) direct bid solicitations and we received one (1) response in the publicly advertised bid proceedings.
PO 545249 PO 545251 PO 545253 Public Works	Blanket Contract Renewal for Service Repair & Parts on All Medium and Heavy Duty Vehicles, Fleet Management Division, Public Works Department	6	5	Chattanooga Truck Center, Inc 7831 Lee Hwy Chattanooga, TN 37421	Estimated \$200,000. Annually	General Fund	Blanket Contract Renewal for Bulk Fuel, Service Repair & Parts on all Medium and Heave Duty Vehicles - Fleet Management Division - Public Works Department. The City of Chattanooga is renewing the first (1st) contract for twelve (12) months through August 2019 with the option of one (1) renewal. There were six (6) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
R171147 Public Works	Two (2) New Blanket Contracts for Grounds Maintenance for City Right-of-Ways, City Wide Services, Public Works Department	25	6	Ordered Steps Lawncare & More 6207 Talladega Avenue Chattanooga, TN 37341 and Special Touch Lawn Service 4608 Woodmore View Circle Chattanooga, TN 37411	Total \$75,000. Annually	General Fund	Blanket Contract R171147 for Grounds Maintenance for City Right-of-Ways - City Wide Services - Public Works Department. The contracts will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were twenty-five (25) direct bid solicitations and we received six (6) responses in the publicly advertised bid proceedings.
PO 550109 R171986 R171989 Human Resource Department	Purchase - Training and Certification Preparation and Cerrification Examination - Human Resources Department	-	-	Society for Human Resource Mgmt 1800 Duke Street Alexandria, VA 22314	Total \$39,460.	General Fund	Purchase of Training & Certification Preparation and Certificaton Examlnation - Human Resources Department. These single source purchases are for the SHRM-CP/SHRM-SCP designations, as recognized by the National Human Resource Association. TCA 6-56-304.2 allows for the Single Source purchase exepted from the usual advertising and bidding requirements.
R171374 Department of Transportation	New Blanket Contract - Street Marker Posts, Department of Transportation	9	4	Vulcan, Inc., dba Vulcan Signs PO BOX 1850 Foley, AL 36536	Estimated \$35,000. Annually	General Fund	Blanket Contract - Street Marker Posts - Department of Transportation. There were nine (9) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.



# City of Chattanooga

Mayor Andy Berke

July 25, 2018

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

**Subject: Contract Renewal of Blanket PO No. 544978 – Liquid Calcium Nitrate –  
Waste Resource Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 544978 for Liquid Calcium Nitrate, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) renewal option for twelve (12) months through August, 2019, with one (1) renewal option remaining for an estimated annual amount of \$2,500,000. A copy of the signed letter from vendor, and a copy of the contract is enclosed. This will also include a price increase per attached correspondence.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Bids were received from one (1) vendor. The requirement was re-advertised but no additional bids were received. Bid is retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 544978 for Liquid Calcium Nitrate to Evoqua Water Technologies LLC, 2155 112<sup>th</sup> Avenue, Holland, MI 49424.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



# City of Chattanooga

Mayor Andy Berke

July 6, 2018

Evoqua Water Technologies LLC  
Attn: Jennifer Miller  
2155 112th Avenue  
Holland, MI 49424

Subject: 544978 – Liquid Calcium Nitrate

Dear Ms. Miller:

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

The new expiration date will be August 24, 2019

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

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

Signed: \*  Date: 7/20/18

Sincerely, \*As per attached price increase letter dated 7/19/18



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



# evoqua

WATER TECHNOLOGIES

July 19, 2018

City of Chattanooga  
Mark Mckeel, Buyer  
Purchasing Department  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402  
Phone: (423) 643-7236  
Fax: (423) 643-7244  
Email: [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov)

RE: CONTRACT PO 544978 - 2018 RENEWAL  
CITY OF CHATTANOOGA, TN  
EVOQUA QUOTE NO. Q180710MJ03

Dear Mr. Mckeel:

Thank you for the opportunity to extend our contract for an additional 12 months. Evoqua would like to execute this extension; however, over the last few years there have been increases in our cost of raw material and freight affecting our overall cost.

Index Name / Number	% Change
CPI - CUUR0000SA0	2.8%
Fuel Cost Increase - CUUR0000SETB	21.8%

To offset these costs, the new pricing for chemicals delivered to City of Chattanooga will be as follows:

BIOXIDE®: \$2.50 / gallon delivered  
BIOXIDE® Plus 71: \$4.06 / gallon delivered

This pricing will take effect on August 25, 2018 and remain firm through August 24, 2019. The above Bioxide full service prices represent a 3% increase from 2017 prices.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full Service Odor Control are trademarks of Evoqua Water Technologies LLC.

All Terms and Conditions per the existing contract shall apply. Any applicable taxes due are not included.

Thanks again for your business. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (615) 556-1446. We look forward to working with you in the years to come.

Sincerely,

Evoqua Water Technologies LLC

Scott McCollum  
Technical Sales Representative

**CPI-All Urban Consumers (Current Series)  
Original Data Value**

Series CUUR0000SA0, CUUS0000SA0

Id:

**Not Seasonally Adjusted**

Series All items in U.S. city average, all urban consumers, not

Title: seasonally adjusted

Area: U.S. city average

Item: All items

Base 1982-84=100

Period:

Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588									

2.80%



**CPI-All Urban Consumers (Current Series)  
Original Data Value**

Series CUUR0000SETB,CUUS00000SETB

Id:

Not Seasonally Adjusted

Series Motor fuel in U.S. city average, all urban consumers, not

Title: seasonally adjusted

Area: U.S. city average

Item: Motor fuel

Base 1982-84=100

Period:

Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2008	260.523	259.242	278.739	294.291	322.124	347.418	349.731	323.822	315.078	268.537	187.189	149.132	293.723	265.582
2009	156.604	167.395	168.404	177.272	193.609	225.021	217.860	225.089	220.690	219.015	228.050	224.730	181.384	222.572
2010	234.106	227.674	237.671	244.801	246.671	234.868	234.642	235.690	232.518	240.303	245.165	256.025	237.632	240.724
2011	265.703	271.843	303.565	326.024	337.359	318.242	313.488	311.962	309.745	296.944	294.049	282.501	303.789	301.448
2012	292.236	306.348	330.834	336.673	324.589	304.697	296.502	317.798	330.923	324.131	299.777	287.408	315.896	309.423
2013	288.108	316.580	320.739	309.048	311.326	313.058	311.757	310.351	306.547	291.812	282.423	284.445	309.810	297.889
2014	288.268	291.512	306.059	316.782	318.840	319.692	314.901	302.101	295.716	277.290	252.897	225.165	306.859	278.012
2015	186.763	196.272	216.691	216.595	239.141	245.147	244.584	231.305	208.121	199.996	191.680	180.452	216.768	209.356
2016	172.378	155.361	171.050	186.428	198.667	207.389	196.053	190.209	194.660	198.212	193.432	196.831	181.879	194.900
2017	207.280	202.912	205.155	213.288	210.313	206.760	202.051	209.881	232.076	219.640	225.322	217.972	207.618	217.824
2018	225.030	228.666	228.068	242.066	256.175									
					21.81%									

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 131016  <b>Evoqua Water Technologies LLC</b> 2155 112th Avenue Holland, MI 49424
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PO Date: 03-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 544978</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition No.: 154818 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 ***** DESCRIPTION: This shall be a twelve (12) month blanket contract for the Supply and Delivery of Liquid Calcium Nitrate for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. ***** NOTES: The bid submitted by Evoqua Water Technologies LLC dated 7-11-17 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed ***** APPROVED BY CITY COUNCIL ON AUGUST 1, 2017 ***** CONTRACT BEGINNING/ENDING DATES: 8-25-2017 TO 8-25-2018 ***** Vendor Contact: Jennifer Miller Phone: 800-345-3982 Fax: 941-359-7985					

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

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

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

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 131016
	Evoqua Water Technologies LLC 2155 112th Avenue Holland, MI 49424

PO Date: 03-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 544978</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Liquid Calcium Nitrate per specs	0.00	Gallon	\$ 2.4300	\$ 0.00
2	Bioxide 71 or equal	0.00	Gallon	\$ 3.9500	\$ 0.00

**TOTAL: \$ .00**

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

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# City of Chattanooga

Mayor Andy Berke

July 25, 2018

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

**Subject: Renewal of Blanket PO Nos. 545249, 545251 & 545253 – Service Repair & Parts on all Medium and Heavy Duty Vehicles – Fleet Management Division – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to renew Blanket PO Nos. 545249, 545251 & 545253 for Service Repair & Parts on all Medium and Heavy Duty Vehicles, Fleet Management Division, Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) contract renewal option for twelve (12) months through August, 2019, with one (1) renewal option remaining for an estimated annual amount of \$200,000. A copy of the signed letters from vendors and a copy of the contracts are enclosed.**

**The invitation to bid was sent to six (6) vendors as well as formally advertised. Bids were received from five (5) vendors. Bids are retained on file in the Purchasing Office for your review upon request.**

**Page 2**

**Service Repair & Parts**

**I recommend renewing Blanket PO Nos. 545249, 545251 & 545253 for Service Repair & Parts on all Medium and Heavy Duty Vehicles to Chattanooga Truck Center, Inc, 1716 Church Road, Chattanooga, TN 37421, MHC Kenworth -Chattanooga, 7831 Lee Hwy, Chattanooga, TN 37421, and Lee-Smith, Inc, 2600 8<sup>th</sup> Avenue, Chattanooga, TN 37407.**

**Respectfully,**

A handwritten signature in cursive script that reads "Bonnie Woodward".

**Bonnie Woodward  
Director of Purchasing**

**BW/mlm**

**Attachments**



# City of Chattanooga

Mayor Andy Berke

July 9, 2018

Chattanooga Truck Center, Inc  
Attn: Jeff Swartout  
1716 Church Road  
Chattanooga, TN 37421

Subject: 545249 – Service Repair & Parts on all Medium and Heavy Duty Vehicles

Dear Mr. Swartout:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be August 22, 2019.

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

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

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

Date: 7/11/18

Sincerely,

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

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: 738764 Vendor Alternate ID: 7323  Chattanooga Truck Center 1716 Church Rd Chattanooga, TN 37421
--	---

PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>545249</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 151821 / 304691 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236  Items Being Purchased: Service Repairs and Outside Parts for All Medium & Heavy Duty Trucks  Engines: Cat, Cummins, Chevrolet, Detroit, Ford, International/Navistar, Isuzu, John Deere, Mack, Kubota, Perkins, Yanmar, Deutz, and Mitsubishi  Transmissions: Allison, Eaton, Fuller, Meritor, and Spicer  Differentials: Dana, Eaton, Rockwell, and Meritor  Brakes: Eaton, Bendix, Meritor  ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.  This Shall Be A Twelve (12) Month Blanket Contract To Supply Engine Repairs and Service for all Medium and Heavy Duty Vehicles.  The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****  Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					

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# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: 738764 Vendor Alternate ID: 7323  Chattanooga Truck Center 1716 Church Rd Chattanooga, TN 37421
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>545249</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> </table> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>Purchase Order issued in accordance with Chattanooga Truck Center Inc, bid received on July 18, 2017 is hereby made part of this contract.</p> <p>City Council approved on August 15, 2017</p> <p>Contract dates: August 23, 2017 to August 22, 2018</p> <p>Vendor Contact: Jeff Swartout                      Phone No.: 423-499-8791                      Fax No.: 423-499-8789                      E-mail: jeff_chatttruck@comcast.net                      CTCLLC@comcast.net</p> <p>The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms &amp; Conditions, and the bid or quotation.</p> <p>Representative: _____ Agreed to and accepted by: _____                      Title: _____ CITY OF CHATTANOOGA, TENNESSEE                      Date: _____ Name/Title: _____                      Department: _____</p>			Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total			

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

<b>V E N D O R</b>	Vendor Number: 738764 Vendor Alternate ID: 7323  Chattanooga Truck Center 1716 Church Rd Chattanooga, TN 37421
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>545249</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Net Labor Rate	0.00	Hour	\$ 98.5000	\$ 0.00
10	Electronics Diagnostic Testing	0.00	Each	\$ 83.7000	\$ 0.00
12	Parts (OEM) Required to Perform Repairs; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
14	Diagnostic Time; Two (2) Hour minimum	0.00	Hour	\$ 83.7000	\$ 0.00

**TOTAL: \$ .00**

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# City of Chattanooga

Mayor Andy Berke

July 9, 2018

MHC Kenworth-Chattanooga  
Attn: Gary Roach  
7831 Lee Hwy  
Chattanooga, TN 37421

Subject: 545251 -- Service Repair & Parts on all Medium and Heavy Duty Vehicles

Dear Mr. Roach:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be August 22, 2019.


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

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

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

Date: 7/23/18

Sincerely,

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

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 269076
	Tennessee Kenworth Inc 7831 Lee Highway Chattanooga, TN 37421

PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number <b>545251</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	

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

Requestor		Requisition Number		Bid Number		
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                             Requisition / Bid No.: 151821 / 304691                              Ordering Dept.: Fleet Management, Public Works                              Buyer: Mark McKeel                              Phone No.: 423-643-7236                         </td> <td style="width: 50%; border: none;"></td> </tr> </table>					Requisition / Bid No.: 151821 / 304691 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236	
Requisition / Bid No.: 151821 / 304691 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236						
Items Being Purchased: Service Repairs and Outside Parts for All Medium & Heavy Duty Trucks						
Engines: Cat, Cummins, Chevrolet, Detroit, Ford, International/Navistar, Isuzu, John Deere, Mack, Kubota, Perkins, Yanmar, Deutz, and Mitsubishi						
Transmissions: Allison, Eaton, Fuller, Meritor, and Spicer						
Differentials: Dana, Eaton, Rockwell, and Meritor						
Brakes: Eaton, Bendix, Meritor						
ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.						
This Shall Be A Twelve (12) Month Blanket Contract To Supply Engine Repairs and Service for all Medium and Heavy Duty Vehicles.						
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.						
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****						
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.						

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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 269076  Tennessee Kenworth Inc 7831 Lee Highway Chattanooga, TN 37421
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 545251</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
<p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>Purchase Order issued in accordance with MHC Kenworth-Chattanooga bid received on July 18, 2017 is hereby made part of this contract.</p> <p>City Council approved on August 15, 2017</p> <p>Contract dates: August 23, 2017 to August 22, 2018</p> <p>Vendor Contact: Gary Roach Phone No.: 423-698-4461 Fax No.: 423-698-0402 E-mail: gary.roach@mhc.com</p> <p>The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms &amp; Conditions, and the bid or quotation.</p> <p>Representative: _____ Agreed to and accepted by: _____                      Title: _____ CITY OF CHATTANOOGA, TENNESSEE                      Date: _____ Name/Title: _____                      Department: _____</p>					

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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 269076
	Tennessee Kenworth Inc 7831 Lee Highway Chattanooga, TN 37421

PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>545251</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Net Labor Rate	0.00	Hour	\$ 90.0000	\$ 0.00
10	Electronics Diagnostic Testing	0.00	Each	\$ 40.0000	\$ 0.00
12	Parts (OEM) Required to Perform Repairs; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
14	Diagnostic Time; Two (2) Hour minimum	0.00	Hour	\$ 90.0000	\$ 0.00
15	Body Shop Labor Rate	0.00	Hour	\$ 65.0000	\$ 0.00
16	Shipping Options - Next Day	0.00	Each	\$ 80.0000	\$ 0.00
17	Shipping Options - Ground	0.00	Each	\$ 20.0000	\$ 0.00
18	Shipping Options - Oversize	0.00	Each	\$ 150.0000	\$ 0.00
19	Shelf Price - Oils & Lubricants; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
20	Brakes, Drums, Rotors & Barking System Components; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00

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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 269076
	Tennessee Kenworth Inc 7831 Lee Highway Chattanooga, TN 37421

PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 545251</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Suspension, Steering & Wheels; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
22	Drivetrain; Engine & Transmission; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
23	Engine Ignition & Emissions; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
24	Cooling & Heating; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
25	Exhaust System; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
26	Electrical & Electrical Systems; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
27	Body Components, Parts & Hardware; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
28	Safety Equipment & Safety Systems; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
29	All Other Categories of Parts or Services not included above; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00

**TOTAL: \$ .00**

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# City of Chattanooga

Mayor Andy Berke

July 9, 2018

Lee-Smith, Inc  
Attn: Dwayne Goode  
2600 8th Avenue  
Chattanooga, TN 37407

Subject: 545253 -- Service Repair & Parts on all Medium and Heavy Duty Vehicles

Dear Mr. Goode:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

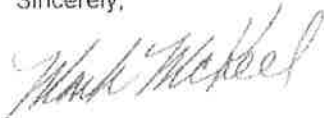
The new expiration date will be August 22, 2019

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

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

Signed:  Date: 7-11-18

Sincerely,



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

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 83947  Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 545253</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition / Bid No.: 151821 / 304691 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236  Items Being Purchased: Service Repairs and Outside Parts for All Medium & Heavy Duty Trucks  Engines: Cat, Cummins, Chevrolet, Detroit, Ford, International/Navistar, Isuzu, John Deere, Mack, Kubota, Perkins, Yanmar, Deutz, and Mitsubishi  Transmissions: Allison, Eaton, Fuller, Meritor, and Spicer  Differentials: Dana, Eaton, Rockwell, and Meritor  Brakes: Eaton, Bendix, Meritor  ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.  This Shall Be A Twelve (12) Month Blanket Contract To Supply Engine Repairs and Service for all Medium and Heavy Duty Vehicles.  The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****  Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					

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



# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 83947  Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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<b>Purchase Order Number 545253</b>
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchase Order issued in accordance with Lee-Smith, Inc. bid received on July 18, 2017 is hereby made part of this contract.					
City Council approved on August 15, 2017					
Contract dates: August 23, 2017 to August 22, 2018					
Vendor Contact: Dwayne Goode Phone No.: 423-622-4161 Fax No.: 423-493-4828 E-mail: dgoode@lee-smith.com					
The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.					
Representative: _____		Agreed to and accepted by:			
Title: _____		CITY OF CHATTANOOGA, TENNESSEE			
Date: _____		Name/Title: _____			
		Department: _____			

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# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 83947  Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407
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PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 545253</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Net Labor Rate	0.00	Hour	\$ 85.0000	\$ 0.00
10	Electronics Diagnostic Testing	0.00	Each	\$ 50.0000	\$ 0.00
12	Parts (OEM) Required to Perform Repairs; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
14	Diagnostic Time; Two (2) Hour minimum	0.00	Hour	\$ 50.0000	\$ 0.00
15	Mechanic Helper Rate; if applicable	0.00	Hour	\$ 45.0000	\$ 0.00
16	Pickup & Delivery	0.00	Hour	\$ 25.0000	\$ 0.00
17	Body Shop Labor Rate	0.00	Hour	\$ 72.0000	\$ 0.00
18	Shelf Price - Oils & Lubricants; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
19	Brakes, Drums, Rotors & Barking System Components; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
20	Suspension, Steering & Wheels; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00

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# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 83947
	Lee-Smith Inc 2600 8th Avenue Chattanooga, TN 37407

PO Date: 22-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>545253</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Drivetrain; Engine & Transmission; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
22	Engine Ignition & Emissions; 10 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
23	Cooling & Heating; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
24	Exhaust System; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
25	Electrical & Electrical Systems; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
26	Body Componets, Parts & Hardware; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
27	Safety Equipment & Safety Systems; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00
28	All Other Categories of Parts and Services not included above; 15 % Markup	0.00	Each	\$ 1.0000	\$ 0.00

**TOTAL: \$ .00**

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# City of Chattanooga

Mayor Andy Berke

July 25, 2018

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

**Subject: 171147 / 305149 – Grounds Maintenance for City Right-of-Ways – City Wide Services – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue two (2) blanket contracts for Grounds Maintenance for City Right-of-Ways, City Wide Services, Public Works Department. The contracts will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for these contracts is \$75,000.

The invitation to bid was sent to twenty-five (25) vendors as well as formally advertised. Bids were received from six (6) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Nooga Lawn & Landscape  
Ordered Steps Lawncare & More  
Special Touch Lawn Service

R & A Property Maintenance  
Century South Inc  
Easy Turf Care

Page 2

**Grounds Maintenance for City Right-of-Ways**

**I recommend awarding the blanket contracts for Grounds Maintenance for City Right-of-Ways to Ordered Steps Lawncare & More, 6207 Talladega Avenue, Chattanooga, TN 37421 and Special Touch Lawn Service, 4608 Woodmere View Circle, Chattanooga, TN 37411, as the best complete bid meeting specifications for the City of Chattanooga.**

**Respectfully yours,**

A handwritten signature in cursive script that reads "Bonnie Woodward".

**Bonnie Woodward  
Director of Purchasing**

**BW/mlm**

**Attachments**

**Bid Tab for Req# 171147 Bid# 305149  
Grounds Maintenance for City Right-of-Ways**

	Location	Nooga Lawn	R & A Properties	Ordered Steps	Century South	Special Touch	Easy Turf Care
1	100 Bakers Street at Veterans Bridge		\$45.00	\$25.00	\$195.00	\$35.00	\$40.00
2	101 Marlboro Ave		\$10.00	\$25.00	\$15.00	\$10.00	\$10.00
3	113 Chickamauga Ave		\$45.00	\$25.00		\$45.00	\$20.00
4	116 Chickamauga Ave		\$45.00	\$25.00		\$45.00	\$30.00
5	125 Chickamauga Ave		\$45.00	\$25.00		\$45.00	\$25.00
6	1724 Lakewood Circle		\$45.00	\$25.00		\$34.00	\$35.00
7	1815 East Main Street	\$100.00	\$50.00	\$25.00		\$48.00	\$50.00
8	23rd at Central Ave		\$55.00	\$25.00	\$25.00	\$65.00	\$60.00
9	32nd Street at Clifton Terrace		\$20.00	\$25.00	\$15.00	\$25.00	\$25.00
10	38th St Tree Wells Chandler to Hughes		\$50.00	\$25.00		\$65.00	\$50.00
11	3900 Kings Road at Webb		\$40.00	\$25.00	\$75.00	\$130.00	\$35.00
12	400 Block Frazier Ave	\$250.00	\$23.00	\$25.00	\$200.00	\$150.00	\$120.00
13	407 Sequoia Dr at Choctaw		\$15.00	\$25.00	\$10.00	\$30.00	\$15.00
14	4th Street Median		\$130.00	\$25.00	\$225.00	\$110.00	\$100.00
15	6502 Shallowford Road	\$100.00	\$40.00	\$25.00	\$48.00	\$25.00	\$30.00
16	Abermarle at Marlboro		\$23.00	\$25.00	\$15.00	\$15.00	\$20.00
17	Agawela Drive to Greenwood Road		\$75.00	\$25.00		\$165.00	\$600.00
18	Alton Park 33rd to 40th Street		\$65.00	\$25.00	\$165.00	\$75.00	\$250.00
19	Amhurst at Lonsdale		\$12.00	\$25.00	\$15.00	\$15.00	\$25.00
20	Ashland Terrace & Norcross Rd Median	\$35.00	\$15.00	\$25.00	\$15.00	\$15.00	\$25.00
21	Aster		\$100.00	\$25.00		\$120.00	\$50.00
22	Aster Lots from 217 to 241 South	\$150.00	\$150.00	\$25.00	\$300.00	\$130.00	\$200.00
23	Bachman Tunnel at Westside		\$25.00	\$25.00	\$80.00	\$45.00	\$100.00
24	Bailey Ave. / Bridge to Holtzclaw		\$100.00	\$25.00		\$140.00	\$450.00
25	Bailey at Buckley		\$40.00	\$35.00	\$40.00	\$15.00	\$25.00
26	Bal Harbor, 4900 Block		\$40.00	\$35.00	\$295.00	\$48.00	\$60.00
27	Bal Harbor, 4900 Lake Haven Drive		\$55.00	\$25.00	\$65.00	\$110.00	\$45.00
28	Barton Ave / Bridge to Hanover		\$140.00	\$25.00		\$125.00	\$300.00
29	Barton Ave at Hixson Pike	\$40.00	\$30.00	\$25.00	\$15.00	\$127.00	\$20.00
30	Battery Heights	\$40.00	\$30.00	\$35.00	\$25.00	\$20.00	\$40.00
31	Battle Recycle Center		\$65.00	\$25.00		\$115.00	\$40.00
32	Bellflower Circle		\$25.00	\$25.00	\$25.00	\$24.50	\$30.00
33	Bellsouth Stadium	\$200.00	\$80.00	\$40.00	\$175.00	\$145.00	\$120.00

**Bid Tab for Req# 171147 Bid# 305149  
Grounds Maintenance for City Right-of-Ways**

	Location	Nooga Lawn	R & A Properties	Ordered Steps	Century South	Special Touch	Easy Turf Care
34	Brainerd Rd & Marlboro Ave Median	\$35.00	\$15.00	\$25.00	\$15.00	\$7.00	\$10.00
35	Brainerd Recycle Center - 5955 Brainerd Rd.	\$100.00	\$35.00	\$25.00	\$300.00	\$65.00	\$40.00
36	Brainerd Rd at Lonsdale	\$35.00	\$20.00	\$25.00	\$15.00	\$12.00	\$20.00

**Bid Tab for Req# 171147 Bid# 305149  
Grounds Maintenance for City Right-of-Ways**

	Location	Nooga Lawn	R & A Properties	Ordered Steps	Century South	Special Touch	Easy Turf Care
37	Brainerd Rd at Tuxedo	\$35.00	\$15.00	\$25.00	\$10.00	\$8.00	\$5.00
38	Brainerd and Talley Roads Median	\$35.00	\$25.00	\$25.00	\$15.00	\$7.00	\$10.00
39	Broad Street, 20th to RR Underpass		\$75.00	\$25.00		\$125.00	\$450.00
40	Brookfield at Sunbury		\$15.00	\$25.00	\$10.00	\$10.00	\$10.00
41	Buckley Street Island	\$75.00	\$31.00	\$25.00	\$20.00	\$15.00	\$20.00
42	Buckley at Duncan		\$50.00	\$25.00	\$75.00	\$15.00	\$20.00
43	Chickamauga Dam Circles	\$60.00	\$45.00	\$25.00		\$123.00	\$80.00
44	Colville at Boylston		\$46.00	\$25.00	\$125.00	\$65.00	\$75.00
45	Commons Road Medians		\$35.00	\$25.00	\$45.00	\$45.00	\$40.00
46	Crescent Cir at East 30th		\$20.00	\$25.00	\$15.00	\$15.00	\$25.00
47	Crestwood at Ashton		\$15.00	\$25.00	\$15.00	\$13.50	\$20.00
48	Dallas Road Median	\$200.00	\$55.00	\$25.00	\$395.00	\$48.00	\$100.00
49	Dallas Road Median at 1320 Dallas Road	\$40.00	\$20.00	\$25.00	\$25.00	\$65.00	\$25.00
50	Dallas Road Median at Old Dallas Road	\$40.00	\$20.00	\$25.00	\$20.00	\$65.00	\$25.00
51	Durand at Vincent		\$35.00	\$35.00	\$25.00	\$48.00	\$40.00
52	East 12th Street from Dodds Ave to Willow St.		\$90.00	\$25.00	\$295.00	\$80.00	\$120.00
53	Edgewood Lane		\$53.00	\$35.00		\$24.00	\$50.00
54	Fairview Road at Lake Resort	\$60.00	\$30.00	\$25.00	\$195.00	\$75.00	\$100.00
55	Fairview at Ridgecrest		\$32.00	\$35.00	\$30.00	\$55.00	\$25.00
56	Fernway Circle		\$25.00	\$35.00	\$100.00	\$20.00	\$35.00
57	Georgia Avenue and 4th Street		\$50.00	\$25.00		\$38.00	\$90.00
58	Goodwin Road from Gunbarrel Rd to Jenkins Rd	\$250.00	\$150.00	\$25.00	\$680.00	\$320.00	\$500.00
59	Gunbarrel Road & Standifer Gap Roundabout	\$125.00	\$40.00	\$25.00	\$75.00	\$25.00	\$70.00
60	Haney at Asbury		\$20.00	\$25.00	\$10.00	\$23.00	\$20.00
61	Hawthorne Street Wood Recycle Center	\$400.00	\$82.00	\$35.00	\$525.00	\$100.00	\$200.00
62	Hemphill 305		\$40.00	\$35.00	\$30.00	\$15.00	\$35.00
63	Hiawatha Park		\$25.00	\$25.00	\$30.00	\$17.00	\$20.00
64	Hixson Pike at Access Road	\$110.00	\$60.00	\$40.00	\$175.00	\$23.00	\$85.00
65	Igou Gap Medians	\$80.00	\$35.00	\$40.00	\$20.00	\$35.00	\$20.00
66	Igou Gap and Franks Road Medians	\$100.00	\$35.00	\$40.00	\$15.00	\$35.00	\$45.00
67	Labeling Way at Cummings Rd	\$175.00	\$30.00		\$275.00	\$45.00	\$80.00
68	Lloyd Lane Median		\$130.00	\$25.00	\$165.00	\$130.00	\$80.00
69	Lovell at Club		\$30.00	\$40.00	\$80.00	\$17.00	\$30.00



**Bid Tab for Req# 171147 Bid# 305149  
Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Nooga Lawn</b>	<b>R &amp; A Properties</b>	<b>Ordered Steps</b>	<b>Century South</b>	<b>Special Touch</b>	<b>Easy Turf Care</b>
70	MLK / Riverfront to Carter		\$130.00			\$110.00	\$120.00
71	Market St Median from 13th to 14th Streets	\$35.00	\$22.00	\$100.00	\$15.00	\$35.00	\$20.00
72	Market Street Median from Main to 20th Street	\$100.00	\$100.00	\$100.00	\$65.00	\$85.00	\$70.00

**Bid Tab for Req# 171147 Bid# 305149  
Grounds Maintenance for City Right-of-Ways**

	Location	Nooga Lawn	R & A Properties	Ordered Steps	Century South	Special Touch	Easy Turf Care
73	Market Street at 19th Street	\$35.00	\$25.00	\$40.00	\$15.00	\$20.00	\$25.00
74	Mayfair Ave Triangle		\$46.00	\$40.00	\$295.00	\$65.00	\$60.00
75	McCallie Tunnel		\$35.00	\$60.00	\$225.00	\$75.00	\$185.00
76	Medium, W. 20th / Market to Broad	\$50.00	\$35.00	\$35.00		\$33.00	\$85.00
77	Midland at Talley Road & Midland Pike	\$35.00	\$10.00	\$25.00	\$10.00	\$7.00	\$5.00
78	Minnehaha Park		\$20.00	\$35.00	\$20.00	\$17.00	\$25.00
79	Miscellaneous						
80	Missionary Ridge						
81	Mississippi at Forest		\$25.00		\$25.00	\$20.00	\$30.00
82	Mississippi at Russell Street		\$20.00		\$15.00	\$20.00	\$15.00
83	Modern Industries Drive	\$175.00	\$25.00		\$195.00	\$35.00	\$75.00
84	North Terrace at Rockford		\$80.00	\$50.00	\$80.00	\$48.00	\$50.00
85	Old Mission Road Median Circles	\$60.00	\$40.00			\$15.00	\$30.00
86	Old Mission at Maplewood	\$40.00	\$15.00	\$25.00	\$10.00	\$15.00	\$5.00
87	Old Mission at Parksdale	\$40.00	\$20.00	\$25.00	\$10.00	\$7.00	\$5.00
88	Old Mission at Pisgah	\$40.00	\$30.00	\$25.00	\$15.00	\$7.00	\$25.00
89	Old Mission at Tacoa	\$40.00	\$60.00	\$35.00	\$45.00	\$15.00	\$30.00
90	Parksdale at Kenwood	\$40.00	\$60.00	\$35.00	\$150.00	\$65.00	\$90.00
91	Pinelawn at Pisgah		\$54.00	\$40.00	\$80.00	\$85.00	\$100.00
92	Pineville Road & Riverside Ave Island	\$100.00	\$125.00	\$35.00	\$30.00	\$95.00	\$30.00
93	Recycling Center at Patten Recreation Center	\$130.00	\$45.00		\$300.00	\$45.00	\$20.00
94	Reese Ave at Hazelwood		\$30.00	\$25.00	\$20.00	\$20.00	\$25.00
95	Ridge Lake Road & Lakewood Circle Median	\$175.00	\$50.00		\$195.00	\$42.00	\$50.00
96	Riverfront Parkway		\$170.00		\$590.00	\$145.00	\$500.00
97	Riverside Drive		\$20.00		\$15.00	\$15.00	\$15.00
98	Rossville Blvd. and East 23rd Street Island	\$40.00	\$10.00	\$35.00	\$10.00	\$7.00	\$10.00
99	Shallowford Rd from Agawela to 4247	\$200.00	\$135.00	\$100.00	\$375.00	\$115.00	\$90.00
100	Shallowford Rd From Noah Reid to Hickory Valley		\$135.00	\$100.00	\$500.00	\$120.00	\$180.00
101	Shallowford at Oak Ext		\$20.00	\$25.00	\$30.00	\$15.00	\$20.00
102	Shawnee Trail		\$35.00	\$35.00	\$70.00	\$15.00	\$30.00
103	Southcrest 100		\$60.00			\$24.00	\$90.00
104	St Elmo at Ochs		\$44.00	\$40.00	\$25.00	\$42.00	\$40.00

**Bid Tab for Req# 171147 Bid# 305149**  
**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Nooga Lawn</b>	<b>R &amp; A Properties</b>	<b>Ordered Steps</b>	<b>Century South</b>	<b>Special Touch</b>	<b>Easy Turf Care</b>
105	Sunbury at Marlboro		\$20.00		\$10.00	\$10.00	\$15.00
106	Talley Road		\$75.00	\$40.00		\$65.00	\$60.00
107	The Golf Range Shallowford Road to Airport Road	\$200.00	\$125.00	\$150.00	\$495.00	\$123.00	\$400.00
108	Third Street		\$35.00		\$295.00	\$85.00	\$110.00
109	Tunnel Blvd at Germantown		\$40.00	\$35.00	\$50.00	\$32.00	\$40.00

**Bid Tab for Req# 171147 Bid# 305149**  
**Grounds Maintenance for City Right-of-Ways**

	Location	Nooga Lawn	R & A Properties	Ordered Steps	Century South	Special Touch	Easy Turf Care
110	Tunnel Boulevard		\$40.00	\$40.00	\$55.00	\$45.00	\$110.00
111	Tuxedo Circle109	\$70.00	\$72.00	\$40.00	\$210.00	\$55.00	\$45.00
112	Tyner, Memorial Park at Hickory Valley		\$60.00	\$60.00	\$295.00	\$85.00	\$60.00
113	W-Road Roundabout	\$60.00	\$20.00	\$50.00	\$15.00	\$10.00	\$25.00
114	Warner Park Recycle Center-North to South Slopes	\$200.00	\$45.00	\$60.00	\$195.00	\$75.00	\$50.00
115	Washington Street at 20th Median	\$65.00	\$72.00	\$35.00	\$95.00	\$20.00	\$60.00
116	West 17th St / Broad to Market		\$50.00	\$100.00	\$150.00	\$40.00	\$100.00
117	Wilcox Tunnel		\$55.00	\$60.00	\$195.00	\$75.00	\$160.00
118	N Crest-Glass to Shallowford		\$200.00	\$100.00		\$425.00	\$350.00
119	S Crest-Shallowford to John Ross		\$200.00	\$100.00		\$425.00	\$1,500.00
120	Citizens Cemetary		\$325.00	\$100.00	\$128.00	\$450.00	\$800.00
Total							

**Vendors to be Awarded**

**Bid Tab for Req# 171147 Bid# 305149**

**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Ordered Steps</b>	<b>Special Touch</b>
1	100 Bakers Street at Veterans Bridge	\$25.00	
2	101 Marlboro Ave		\$10.00
3	113 Chickamauga Ave	\$25.00	
4	116 Chickamauga Ave	\$25.00	
5	125 Chickamauga Ave	\$25.00	
6	1724 Lakewood Circle	\$25.00	
7	1815 East Main Street	\$25.00	
8	23rd at Central Ave	\$25.00	
9	32nd Street at Clifton Terrace	\$25.00	
10	38th St Tree Wells Chandler to Hughes	\$25.00	
11	3900 Kings Road at Webb	\$25.00	
12	400 Block Frazier Ave	\$25.00	
13	407 Sequoia Dr at Choctaw	\$25.00	
14	4th Street Median	\$25.00	
15	6502 Shallowford Road		\$25.00
16	Abermarle at Marlboro		\$15.00
17	Agawela Drive to Greenwood Road	\$25.00	
18	Alton Park 33rd to 40th Street	\$25.00	
19	Amhurst at Lonsdale		\$15.00
20	Ashland Terrace & Norcross Rd Median		\$15.00
21	Aster	\$25.00	
22	Aster Lots from 217 to 241 South	\$25.00	
23	Bachman Tunnel at Westside	\$25.00	
24	Bailey Ave. / Bridge to Holtzclaw	\$25.00	
25	Bailey at Buckley		\$15.00
26	Bal Harbor, 4900 Block	\$35.00	
27	Bal Harbor, 4900 Lake Haven Drive	\$25.00	
28	Barton Ave / Bridge to Hanover	\$25.00	
29	Barton Ave at Hixson Pike	\$25.00	
30	Battery Heights		\$20.00
31	Battle Recycle Center	\$25.00	
32	Bellflower Circle		\$24.50

**Vendors to be Awarded**

**Bid Tab for Req# 171147 Bid# 305149**

**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Ordered Steps</b>	<b>Special Touch</b>
33	Bellsouth Stadium	\$40.00	
34	Brainerd Rd & Marlboro Ave Median		\$7.00
35	Brainerd Recycle Center - 5955 Brainerd Rd.	\$25.00	
36	Brainerd Rd at Lonsdale		\$12.00

Vendors to be Awarded

Bid Tab for Req# 171147 Bid# 305149

Grounds Maintenance for City Right-of-Ways

	Location	Ordered Steps	Special Touch
37	Brainerd Rd at Tuxedo		\$8.00
38	Brainerd and Talley Roads Median		\$7.00
39	Broad Street, 20th to RR Underpass	\$25.00	
40	Brookfield at Sunbury		\$10.00
41	Buckley Street Island		\$15.00
42	Buckley at Duncan		\$15.00
43	Chickamauga Dam Circles	\$25.00	
44	Colville at Boylston	\$25.00	
45	Commons Road Medians	\$25.00	
46	Crescent Cir at East 30th		\$15.00
47	Crestwood at Ashton		\$13.50
48	Dallas Road Median	\$25.00	
49	Dallas Road Median at 1320 Dallas Road	\$25.00	
50	Dallas Road Median at Old Dallas Road	\$25.00	
51	Durand at Vincent	\$35.00	
52	East 12th Street from Dodds Ave to Willow St.	\$25.00	
53	Edgewood Lane	\$35.00	\$24.00
54	Fairview Road at Lake Resort	\$25.00	
55	Fairview at Ridgecrest	\$35.00	
56	Fernway Circle		\$20.00
57	Georgia Avenue and 4th Street	\$25.00	
58	Goodwin Road from Gunbarrel Rd to Jenkins Rd	\$25.00	
59	Gunbarrel Road & Standifer Gap Roundabout	\$25.00	
60	Haney at Asbury		\$23.00
61	Hawthorne Street Wood Recycle Center	\$35.00	
62	Hemphill 305		\$15.00
63	Hiawatha Park		\$17.00
64	Hixson Pike at Access Road		\$23.00
65	Igou Gap Medians		\$35.00
66	Igou Gap and Franks Road Medians		\$35.00
67	Labeling Way at Cummings Rd		\$45.00
68	Lloyd Lane Median	\$25.00	

**Vendors to be Awarded**

**Bid Tab for Req# 171147 Bid# 305149**

**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Ordered Steps</b>	<b>Special Touch</b>
69	Lovell at Club		\$17.00
70	MLK / Riverfront to Carter		\$110.00
71	Market St Median from 13th to 14th Streets		\$35.00
72	Market Street Median from Main to 20th Street		\$85.00



**Vendors to be Awarded**  
**Bid Tab for Req# 171147 Bid# 305149**  
**Grounds Maintenance for City Right-of-Ways**

	Location	Ordered Steps	Special Touch
73	Market Street at 19th Street		\$20.00
74	Mayfair Ave Triangle	\$40.00	
75	McCallie Tunnel	\$60.00	
76	Medium, W. 20th / Market to Broad		\$33.00
77	Midland at Talley Road & Midland Pike		\$7.00
78	Minnehaha Park		\$17.00
79	Miscellaneous	\$0.00	\$0.00
80	Missionary Ridge	\$0.00	\$0.00
81	Mississippi at Forest		\$20.00
82	Mississippi at Russell Street		\$20.00
83	Modern Industries Drive		\$35.00
84	North Terrace at Rockford		\$48.00
85	Old Mission Road Median Circles		\$15.00
86	Old Mission at Maplewood		\$15.00
87	Old Mission at Parksdale		\$7.00
88	Old Mission at Pisgah		\$7.00
89	Old Mission at Tacoa		\$15.00
90	Parksdale at Kenwood	\$35.00	
91	Pinelawn at Pisgah	\$40.00	
92	Pineville Road & Riverside Ave Island	\$35.00	
93	Recycling Center at Patten Recreation Center		\$45.00
94	Reese Ave at Hazelwood		\$20.00
95	Ridge Lake Road & Lakewood Circle Median		\$42.00
96	Riverfront Parkway		\$145.00
97	Riverside Drive		\$15.00
98	Rossville Blvd. and East 23rd Street Island		\$7.00
99	Shallowford Rd from Agawela to 4247 Shallowford	\$100.00	
100	Shallowford Rd From Noah Reid to Hickory Valley	\$100.00	
101	Shallowford at Oak Ext		\$15.00
102	Shawnee Trail		\$15.00
103	Southcrest 100		\$24.00
104	St Elmo at Ochs	\$40.00	

**Vendors to be Awarded**

**Bid Tab for Req# 171147 Bid# 305149**

**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Ordered Steps</b>	<b>Special Touch</b>
105	Sunbury at Marlboro		\$10.00
106	Talley Road	\$40.00	
107	The Golf Range Shallowford Road to Airport Road		\$123.00
108	Third Street		\$85.00
109	Tunnel Blvd at Germantown		\$32.00

**Vendors to be Awarded**

**Bid Tab for Req# 171147 Bid# 305149**

**Grounds Maintenance for City Right-of-Ways**

	<b>Location</b>	<b>Ordered Steps</b>	<b>Special Touch</b>
110	Tunnel Boulevard	\$40.00	
111	Tuxedo Circle 109	\$40.00	
112	Tyner, Memorial Park at Hickory Valley	\$60.00	
113	W-Road Roundabout		\$10.00
114	Warner Park Recycle Center-North to South Slopes	\$60.00	
115	Washington Street at 20th Median		\$20.00
116	West 17th St / Broad to Market		\$40.00
117	Wilcox Tunnel	\$60.00	
118	N Crest-Glass to Shallowford	\$100.00	
119	S Crest-Shallowford to John Ross	\$100.00	
120	Citizens Cemetery	\$100.00	

**Totals for 16 Cuts a Year:**

\$35,040.00

\$26,128.00

June 13, 2018

Requisition No.: 171147

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on June 28, 2018*

**Requisition / Bid No.: R171147 / 305149**  
**Ordering Dept.: City Wide Services, Public Works**  
**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**  
\*\*\*\*\*

**Items Being Purchased: Grounds Maintenance for City Right-of-Ways**  
\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***  
**2:00 P.M., EST on June 28, 2018**  
\*\*\*\*\*

**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\***  
**10:30 A.M., EST on June 19, 2018**  
\*\*\*\*\*

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

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

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

**Note: ALL BIDS MUST BE SIGNED**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** Ordered Steps Lawhorne and More Corp.

**Mailing Address:** 6207 Talladega Avenue

**City & Zip Code:** Chattanooga 37421

**Phone/Toll Free No.:** 423-208-1763

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

**E-Mail Address:** geastman/m@gmail.com

**Contact Person:** Charles Eastman

**Company Title:** Owner

**Signature:** [Signature]

ADDENDUM NO: 1

REQ NO: 171147

FINAL SUBMITTAL: June 28, 2018 2:00 PM EST

FINAL QUESTIONS: N/A

Department: City Wide Services, Public Works

Changes to Bid No. 305149:

Changes from the pre-bid conference held on June 19, 2018:

- 1. As discussed, Missionary Ridge line item #80 on bid form will be changed to Two (2) separate areas:

North Crest – Glass to Shallowford	\$	<del>100</del> 1600
South Crest – Shallowford to John Ross	\$	<del>100</del> 1600
2. Adding Citizens Cemetery	\$	1600

Also attached you will find the pictures and drawings of each site

Req No: 171147 Grounds Maintenance for City Right-of-Ways

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

Name: Conlan Faustman

Company: Ordered Steps Lawn care and More  
Lopp.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

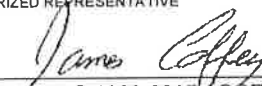
PRODUCER <b>Coffey Insurance Agency</b> <b>5036 Hwy 58, Suite D</b> <b>Chattanooga, TN 37416</b> <b>License #: 2798844</b>	CONTACT NAME: <b>Jay Coffey</b> PHONE (A/C, No, Ext): <b>(423)855-8755</b> E-MAIL ADDRESS: <b>jay@coffeyinsurance.com</b> FAX (A/C, No): <b>(423)855-9155</b>
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : ERIE INSURANCE</b>
INSURED <b>Order Steps Lawncare Corp</b> <b>6207 Talladega Ave</b> <b>Chattanooga, TN 37421</b>	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**                      **CERTIFICATE NUMBER: 00000000-9600**                      **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>Q272321705</b>	<b>03/23/2018</b>	<b>03/23/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>Certificate</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JAC)

# BID SOLICITATION



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

SEALED BIDS

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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 171147 / 305149 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for City Right-of-Ways					
ATTACHMENTS: 1. Specifications (7 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see page 1 of specifications) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held June 19, 2018 at 10:30 AM, in the Training Room of the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403 Attendance at the Pre-Bid is Preferred.					
NOTE: Please Quote Price per Cut					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for City Right-of-Ways.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 28, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305149) ON OUTSIDE PACKAGING					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.					

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM  
**BID NUMBER:** 305149

SEALED BIDS

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

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

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**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

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

\*\*\*\* NOTE \*\*\*\*

PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Ordered Steps Lawn care and More Corp.

Address 6207 Talladega Avenue

Chattanooga TN 37421

Phone/Toll-Free No. 423-208-7163

Fax No. \_\_\_\_\_

eMail Address geastman1m@gmail.com

Contact Person's Name Garland Eastman

Estimated Delivery 6-27-2018

Minority-Owned Business  Small Business  Veteran \_\_\_\_\_

Minority Woman-Owned Business \_\_\_\_\_ Disabled Veteran \_\_\_\_\_

Woman-Owned Business \_\_\_\_\_

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

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

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

TERMS OF PAYMENT: Within 30 days

TELEPHONE NUMBER: 423-208-7163

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

COMPANY: Ordered Steps Lawn care and more corp

SIGNATURE: [Signature]

NAME AND TITLE: Garland Eastman Owner



# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	100 Bakers Street at Veterans Bridge	16	Each	<u>30.25</u>	<u>400</u>
2	101 Marlboro Ave.	16	Each	<u>25</u>	<u>400</u>
3	113 Chickamauga Ave.	16	Each	<u>25</u>	<u>400</u>
4	116 Chickamauga Ave.	16	Each	<u>25</u>	<u>400</u>
5	125 Chickamauga Ave.	16	Each	<u>25</u>	<u>400</u>
6	1724 Lakewood Circle	16	Each	<u>25</u>	<u>400</u>
7	1815 East Main Street	16	Each	<u>25</u>	<u>400</u>
8	23rd at Central Ave.	16	Each	<u>25</u>	<u>400</u>
9	32nd Street at Clifton Terrace	16	Each	<u>25</u>	<u>400</u>
10	38th Street Tree Wells from Chandler Place to Hughes Ave.	16	Each	<u>25</u>	<u>400</u>

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

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

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

TERMS OF PAYMENT: within 30 days

TELEPHONE NUMBER: 423-208-1763

COMPANY: Ordered Steps Lamin Care and more

SIGNATURE: [Signature]

NAME AND TITLE: Executive/Estimator Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	3900 Kings Road at Webb	16	Each	<u>25</u>	<u>400</u>
12	400 Block Frazier Ave.	16	Each	<u>25</u>	<u>400</u>
13	407 Sequoia Dr. at Choctaw	16	Each	<u>25</u>	<u>400</u>
14	4th Street Median	16	Each	<u>25</u>	<u>400</u>
15	6502 Shallowford Road	16	Each	<u>25</u>	<u>400</u>
16	Abermarle at Marlboro	16	Each	<u>25</u>	<u>400</u>
17	Agawela Drive to Greenwood Road	16	Each	<u>25</u>	<u>400</u>
18	Alton Park, 33rd to 40th Street	16	Each	<u>25</u>	<u>400</u>
19	Amhurst at Lonsdale	16	Each	<u>25</u>	<u>400</u>
20	Ashland Terrace and Norcross Road Median	16	Each	<u>25</u>	<u>400</u>

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

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

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

COMPANY: Ordered Steps Lumber and more Corp.

TERMS OF PAYMENT: Within 30 days

SIGNATURE: [Signature]

TELEPHONE NUMBER: 423-208-7163

NAME AND TITLE: Crawford Fewster Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM

**BID NUMBER:** 305149

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Aster	16	Each	<u>25</u>	<del>400</del>
22	Aster Avenue Lots from 217 to 241-South	16	Each	<u>25</u>	<u>400</u>
23	Bachman Tunnel at Westside	16	Each	<u>25</u>	<u>400</u>
24	Bailey Ave. / Bridge to Holtzclaw	16	Each	<u>25</u>	<u>400</u>
25	Bailey at Buckley	16	Each	<del>25</del> <i>35.00</i>	<del>400</del> <i>560.00</i>
26	Bal Harbor, 4900 Block	16	Each	<del>25</del> <i>35.00</i>	<del>400</del> <i>560.00</i>
27	Bal Harbor, 4900 Lake Haven Drive	16	Each	<u>25</u>	<u>400</u>
28	Barton Ave. / Bridge to Hanover	16	Each	<u>25</u>	<u>400</u>
29	Barton Ave. at Hixson Pike	16	Each	<u>25</u>	<u>400</u>
30	Battery Heights	16	Each	<del>25</del> <i>35</i>	<del>400</del> <i>560</i>

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

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

COMPANY: Orderel  
5205 LinnCare and more

SIGNATURE: [Signature]

NAME AND TITLE: Garland Feaster Owner

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

TERMS OF PAYMENT: within 30 days

TELEPHONE NUMBER: 423-208-763

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Battle Recycle Center	16	Each	<u>25</u>	<u>400</u>
32	Bellflower Circle	16	Each	<u>25</u>	<u>400</u>
33	Bellsouth Stadium	16	Each	<u>40</u> <del>25</del> <sup>60</sup>	<u>640</u> <del>400</del> <sup>60</sup>
34	Brainerd Rd. and Marlboro Ave. Median	16	Each	<u>25</u>	<u>400</u>
35	Brainerd Recycle Center - 5955 Brainerd Road	16	Each	<u>25</u>	<u>400</u>
36	Brainerd Road at Lonsdale	16	Each	<u>25</u>	<u>400</u>
37	Brainerd Road at Tuxedo	16	Each	<u>25</u>	<u>400</u>
38	Brainerd and Talley Roads Median	16	Each	<u>25</u>	<u>400</u>
39	Broad Street, 20th to RR Underpass	16	Each	<u>25</u>	<u>400</u>
40	Brookfield at Sunbury	16	Each	<u>25</u>	<u>400</u>

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

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

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



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

SEALED BIDS

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 28-JUN-18 at 2:00 PM

**BID NUMBER:** 305149

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
41	Buckley Street Island	16	Each	<u>25</u>	<u>400</u>
42	Buckley at Duncan	16	Each	<u>25</u>	<u>400</u>
43	Chickamauga Dam Circles	16	Each	<u>25</u>	<u>400</u>
44	Colville at Boylston	16	Each	<u>25</u>	<u>400</u>
45	Commons Road Medians	16	Each	<u>25</u>	<u>400</u>
46	Crescent Cir at East 30th	16	Each	<u>25</u>	<u>400</u>
47	Crestwood at Ashton	16	Each	<u>25</u>	<u>400</u>
48	Dallas Road Median	16	Each	<u>25</u>	<u>400</u>
49	Dallas Road Median at 1320 Dallas Road	16	Each	<u>25</u>	<u>400</u>
50	Dallas Road Median at Old Dallas Road	16	Each	<u>25</u>	<u>400</u>

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

TERMS OF PAYMENT: within 30 days

TELEPHONE NUMBER: 423-208-7163

COMPANY: Ordered Stephens Dunmore and more Corp

SIGNATURE: [Signature]

NAME AND TITLE: Carla Land Eastman Owner

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
<b>BUYER:</b> <b>PHONE #: (423) 643-7230</b> <b>DELIVERY REQUIRED:</b>

SEALED BIDS

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
51	Durand at Vincent	16	Each	<del>25.35</del>	<del>400.560</del>
52	East 12th Street from Dodds Ave. to Willow Street	16	Each	<u>25</u>	<u>400</u>
53	Edgewood Lane	16	Each	<del>25</del> 35 <sup>CE</sup>	<del>400</del> 560
54	Fairview Road at Lake Resort	16	Each	<u>25</u>	<u>400</u>
55	Fairview at Ridgecrest	16	Each	<del>25</del> 35	<del>400</del> 560
56	Femway Circle	16	Each	<del>25</del> 35 <sup>CE</sup>	<del>400</del> 560 <sup>CE</sup>
57	Georgia Avenue and 4th Street	16	Each	<u>25</u>	<u>400</u>
58	Goodwin Road From Gunbarrel Road to Jenkins Road	16	Each	<u>25</u>	<u>400</u>
59	Gunbarrel Road and Standifer Gap Roundabout	16	Each	<u>25</u>	<u>400</u>
60	Haney at Asbury	16	Each	<u>25</u>	<u>400</u>

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Bids will be received at the above mentioned address.

TERMS OF PAYMENT: within 30 days

TELEPHONE NUMBER: 423-208-7163

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

COMPANY: Ordered Steps Laminare and more corp

SIGNATURE: [Signature]

NAME AND TITLE: Clayland Eastman Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
61	Hawthorne Street Wood Recycle Center	16	Each	<u>35</u>	<u>560</u>
62	Hemphill 305	16	Each	<u>35</u>	<u>560</u>
63	Hiawatha Park	16	Each	<del>25</del> <u>25.00</u>	<u>400</u>
64	Hixson Pike at Access Road	16	Each	<u>40</u>	<u>640</u>
65	Igou Gap Medians	16	Each	<u>40</u>	<u>640</u>
66	Igou Gap and Franks Road Medians	16	Each	<u>40</u>	<u>640</u>
67	Labeling Way at Cummings Road	16	Each	---	---
68	Lloyd Lane Median	16	Each	<u>25</u>	<u>400</u>
69	Lovell at Club	16	Each	<u>40</u>	<u>640</u>
70	MLK / Riverfront to Carter	16	Each	---	---

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COMPANY: Ordered Steps Landcare and Co

SIGNATURE: [Signature]

NAME AND TITLE: Garland Eastman Owner

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

TERMS OF PAYMENT: within 30 day

TELEPHONE NUMBER: 423-208-7163

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM  
**BID NUMBER:** 305149  
**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
71	Market Street Median from 13th to 14th Streets	16	Each	<u>100</u>	<u>1600</u>
72	Market Street Median from Main to 20th Street	16	Each	<u>100</u>	<u>1600</u>
73	Market Street at 19th St	16	Each	<u>40</u>	<u>640</u>
74	Mayfair Ave. Triangle	16	Each	<u>40</u>	<u>640</u>
75	McCallie Tunnel	16	Each	<u>60</u>	<u>960</u>
76	Median, W. 20th / Market to Broad	16	Each	<u>35</u>	<u>560</u>
77	Midland at Talley Rd. & Midland Pike	16	Each	<u>25</u>	<u>400</u>
78	Minnehaha Park	16	Each	<u>35</u>	<u>560</u>
79	Miscellaneous	1	Each	—	—
80	Missionary Ridge	16	Each	—	—

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

COMPANY: Orndorff Steps  
Landscape and more

SIGNATURE: [Signature]

NAME AND TITLE: Lowland Eastman Owner

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.  
TERMS OF PAYMENT: within 30 days  
TELEPHONE NUMBER: 423-208-7663



# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM  
**BID NUMBER:** 305149

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
81	Mississippi at Forest	16	Each	---	---
82	Mississippi at Russell Street	16	Each	---	---
83	Modern Industries Drive	16	Each	---	---
84	North Terrace at Rockford	16	Each	<u>50</u>	<u>800</u>
85	Old Mission Road Median Circles	16	Each	---	---
86	Old Mission at Maplewood	16	Each	<u>25</u>	<u>400</u>
87	Old Mission at Parkdale	16	Each	<u>25</u>	<u>400</u>
88	Old Mission at Pisgah	16	Each	<u>25</u>	<u>400</u>
89	Old Mission at Tacoa	16	Each	<u>35</u>	<u>560</u>
90	Parkdale at Kenwood	16	Each	<u>35</u>	<u>560</u>

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Bids will be received at the above mentioned address.

COMPANY: Ordered steps Lawncare and more Co

TERMS OF PAYMENT: within 30 days

SIGNATURE: [Signature]

TELEPHONE NUMBER: 423-208-7163

NAME AND TITLE: Courland Eastman Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM  
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**BUYER:**  
**PHONE #:** (423) 643-7230  
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**SEALED BIDS**  
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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
91	Pinelawn at Pisgah	16	Each	<u>40</u>	<u>640</u>
92	Pineville Road and Riverside Ave. Island	16	Each	<u>35</u>	<u>560</u>
93	Recycling Center at Patten Recreation Center	16	Each	—	—
94	Reese Ave at Hazelwood	16	Each	<u>25</u>	<u>400</u>
95	Ridge Lake Road and Lakewood Circle Median	16	Each	—	—
96	Riverfront Parkway	16	Each	—	—
97	Riverside Drive	16	Each	—	—
98	Rossville Blvd. and East 23rd Street Island	16	Each	<u>35</u>	<u>560</u>
99	Shallowford Rd from Agawela Dr. to 4247 Shallowford Rd.	16	Each	<u>100</u>	<u>1600</u>
100	Shallowford Rd from Noah Reid to Hickory Valley	16	Each	<u>100</u>	<u>1600</u>

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Bids will be received at the above mentioned address.  
TERMS OF PAYMENT: within 30 days  
TELEPHONE NUMBER: 423-208-7163

COMPANY: Endarel Lunn care and more  
SIGNATURE: [Signature]  
NAME AND TITLE: Garland Eastman

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM  
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**BUYER:**  
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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
101	Shallowford at Oak Ext.	16	Each	<u>25</u>	<u>400</u>
102	Shawnee Trail	16	Each	<u>35</u>	<u>560</u>
103	Southcrest 100	16	Each	—	—
104	St. Elmo at Ochs	16	Each	<u>40</u>	<u>640</u>
105	Sunbury at Marlboro	16	Each	—	—
106	Talley Road	16	Each	<u>40</u>	<u>640</u>
107	The Golf Range Shallowford Road to Airport Road	16	Each	<u>150</u>	<u>2400</u>
108	Third Street	16	Each	—	—
109	Tunnel Blvd at Germantown	16	Each	<u>35</u>	<u>560</u>
110	Tunnel Boulevard	16	Each	<u>40</u>	<u>640</u>

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Bids will be received at the above mentioned address.

COMPANY: Ordered Lawncare and more steps Corp  
SIGNATURE: [Signature]  
NAME AND TITLE: Carland Eastman Owner

TERMS OF PAYMENT: within 30 days

TELEPHONE NUMBER: 423-208-7163

# BID SOLICITATION



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

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PHONE #: (423) 643-7230

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
111	Tuxedo Circle 109	16	Each	<u>40</u>	<u>600</u>
112	Tyner, Memorial Park at Hickory Valley	16	Each	<u>60</u>	<u>960</u>
113	W-Road Roundabout	16	Each	<u>50</u>	<u>800</u>
114	Warner Park Recycle Center - North and South Slopes	16	Each	<u>60</u>	<u>960</u>
115	Washington Street at 20th Median	16	Each	<u>35</u>	<u>560</u>
116	West 17th St. / Broad to Market	16	Each	<u>100</u>	<u>1600</u>
117	Wilcox Tunnel	16	Each	<u>60</u>	<u>960</u>

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

COMPANY: Ordered Steps Landscape Corp.  
 SIGNATURE: [Signature]  
 NAME AND TITLE: Coastland Kustman Owner

The City is Exempt from all Federal and State Tax.  
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TERMS OF PAYMENT: with in 30 days

TELEPHONE NUMBER: 423-208-7163

**SPECIFICATIONS  
FOR  
GROUNDS MAINTENANCE  
FOR  
CITY RIGHT OF WAY  
(05-2018)**

**1.0 GENERAL**

**1.1 SCOPE OF WORK**

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform the grounds maintenance service described herein. These services include, but are not limited to, mowing, trimming, edging, etc. of the grounds at and adjacent to areas being bid.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Assistant Director of Operations, City-Wide Services at 423-643-5851 for assistance.

**1.2 PRE-BID CONFERENCE**

A **pre-bid conference** will be held at the City-Wide Services Building, 900 East 11<sup>th</sup> Street, Chattanooga, TN 37403 at the time and date outlined in the advertisement for bid.

**1.3 REQUIREMENTS FOR INSURANCE COVERAGE**

**1.3.1 Workman's Compensation Insurance**

Where applicable the Contractor shall provide Workman's Compensation Insurance to protect the Contractor against all claims under applicable State Workman's Compensation Laws. The Contractor shall be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of the Workman's Law.

**1.3.2 General Public Liability and Property Damage Insurance**

The Contractor shall provide general public liability and property damage insurance written in comprehensive form. The insurance shall protect the Contractor against all claims arising from injuries, including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his employees, agents, or subcontractors.

The liability limits of this insurance shall be a minimum of \$350,000 for each occurrence.

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever.

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

#### **1.4 LENGTH OF CONTRACT**

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for Four (4) additional 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 3.1 are met.

#### **1.5 BASIS FOR BIDDING**

The Contract Bid shall be priced per unit and will be awarded based on **the lowest cost per site** to perform the work described herein. Unit prices shall be provided for each work task so as to provide a basis for payment.

#### **1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Contractor **shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders** supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work. **No Contractor's License is required to perform this work.**

## 2.0 **SERVICES**

### 2.1 **GENERAL**

The grounds/mowing locations range from as little as 100 sq ft. to as large as three (3) acres.

Grounds maintenance in this contract shall be provided on a twice/month basis unless otherwise agreed to by the City (See Section 3.1).

All areas within the locations for bid shall receive the grounds maintenance as described herein.

### 2.2 **GROUNDS MAINTENANCE**

Grounds Maintenance activities **shall include** the following:

- a. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip rapped banks, fences, curb & gutters, concrete islands on and adjacent to contracted sites.
- b. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, etc.
- c. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip rapped bank area of the site.
- d. The trimming of any vegetation (vines, grasses, weeds, etc.) hanging on or over the fences maintaining a minimum of three (3) feet over fences. This shall include the disposal of all clippings, trimmings, etc.
- e. Pick-up, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc. from the site.
- f. Sweeping asphalt or concrete paved and curbed areas of dirt, gravel, debris, grass clippings, etc.

## 2.3 DESCRIPTION OF SERVICES

### 2.3.1 Mowing

When mowing the grassy areas, grass shall be cut to a height of 2 to 3 inches. Grass clippings shall be discharged from the mowing machines so as to minimize "piling" and discharge onto paved, graveled or ditch areas. Efforts shall be made to minimize "scalping" of grassy areas.

Care shall be taken to minimize damage to trees, shrubs, and other such vegetation where applicable. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

All sites are to be mowed in their entirety, to include all vegetation on the City's Rights of way. The inspectors can help identify limits if needed.

### 2.3.2 Trimming and Edging

Trimming and edging may be accomplished by use of string trimmers, edgers, and/or herbicides. When using string trimmers or edgers, care shall be taken not to cause damage to trees, shrubs, or other such vegetation. The Contractor shall replace any damaged vegetation.

Any herbicides used shall be EPA approved and shall be applied in accordance with manufacturer's suggested guidelines. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to not damage any trees, shrubs, or other such vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

If herbicides are used for trimming and edging purposes, a 2 to 3 inch area around fences, poles, curbs, and buildings, mulched areas, etc. will be allowed unless otherwise mutually agreed upon by the parties to this contract.

When using herbicides for edging or other purposes, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.



2.3.3 Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of performing the work. These clippings may be removed by sweeping with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Dirt, sand, gravel, clippings, etc. shall be removed from asphalt or concrete paved areas including curbs and gutters. This material may be removed with a broom, blower/ vacuum machine, shovels, or other such equipment normally used to perform such work.

Any grass or other vegetation growing in cracks of sidewalks, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the length of the station site(s).

2.3.4 Other

Prior to performing any of the work, the Contractor shall have taken care to walk over the areas mowed, trimmed, and/or edged and identify any hazards that might damage his equipment. Any hazards shall be the responsibility of the Contractor to work around.

**2.4 SERVICES NOT INCLUDED**

This Contract does not include any landscaping, flower planting, application of mulch or fertilizer, or other such services not specifically identified in the previous sections.

**3.0 EXECUTION**

**3.1 PERFORMANCE OF WORK**

The Contractor shall initiate work after purchasing issues the purchase order and not before.

The specified grounds maintenance shall be performed on or around the 1st and 15th of each month unless otherwise mutually agreed upon by the parties.

The specified grounds maintenance shall be applicable for the period April 1st through

the last day of October.

Contractor shall coordinate with the City in order to schedule the season's initial start date and end date. The City reserves the right to postpone the start and/or terminate the ending date based on growth and/or budget constraints.

The City may at its option elect to have specified grounds maintenance performed one time during the months of November, December, January, February and March. The growing season will be the determining factor.

During the high growth months (June – September), the City may allow one (1) additional cutting per month provided the Contractor and the City are in agreement that the growth of the vegetation is sufficient to merit the additional cutting.

All contractors shall submit pictures and have their equipment available for inspection by City employees to ensure the selected contractors have sufficient equipment to execute the requirements of the contract.

Once the scheduled work has been initiated, the Contractor shall not pull off and go work on other projects. Work shall be continuous during normal working hours.

### **3.2 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT**

The Contractor may store his equipment on-site during the period he is actively working. The Contractor shall be responsible for the security of his equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

### **3.3 TERMINATION OF CONTRACT**

In the event that the Contractor cannot or will not perform the services covered in these Specifications, the City may terminate the contract upon 30 days written notice and award the remainder of the contract to the next low acceptable Bidder. *If it is necessary for the City award the remainder of the contract to the next low acceptable Bidder, the terminated Contractor shall pay the City the difference in his price and that of the next low acceptable Bidder.*

### **3.4 PAYMENT**

Payment shall be in accordance with the City's normal policies and procedures.

The Contractor shall submit to the City-Wide Services, 900 East 11<sup>th</sup> Street,

Chattanooga,  
TN 37403, an invoice for completed work after an inspection of work has been performed and any all deficiencies corrected.

## **INSPECTION PROCEDURES**

1. The City Wide Services Dispatch phone number shown here is the only acceptable number to contact to request an inspection, 423-643-6863 or an e-mail can be sent [kdwhite@chattanooga.gov](mailto:kdwhite@chattanooga.gov).
2. Contractors must call or e-mail in the serviced location on the date of service.
3. When contractors call or e-mail to verify a completed service location, they must leave a brief detailed message about the completed service location as well as the date and time completed. The description of the service location must match the location on bid sheet by name.
4. Upon inspection, the inspector will verify the location has been cut the same or previous day and document as complete. If the inspector encounters a problem or questions with the service location they will take digital photographs and forward the information to Andre' Davis who will inspect the problem location and determine a resolution.
5. Inspectors will not inspect locations if the contractor has not called or e-mailed in on the service date. Inspectors will document that contractors did not call or e-mail in on the service date and in turn will not visit and verify the service location. If the inspector is unable to identify each location, then the contract amount will not be paid.
6. Invoices should not be mailed to the City for payment until all locations on the invoice have been mowed.
7. If contractors have questions regarding the mowing contract they should contact Andre' Davis at 423-643-6831.



## Affirmative Action Plan

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

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

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

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

  
\_\_\_\_\_  
(Signature of Contractor)

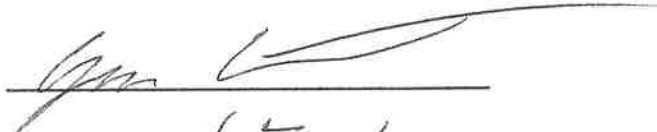
Ordered Steps Lannear  
and more Corp.  
\_\_\_\_\_  
(Title and Name of Construction Company)

6-28-2018  
\_\_\_\_\_  
(Date)

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

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

(SIGNED)



(PRINTED NAME)

Eadard Eastman

(BUSINESS NAME)

Order/Steps Lannone and More Corp

(DATE)

6-28-2018

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga  
Purchasing Division

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

Garland Eastman  
Ordered Steps Lawn Care (Vendor Agent name), states that:

- (1) He/She is the owner, partner, officer, representative, or agent of Ordered Steps  
Lawn care and more Corp. (Business name), the Submitter of the  
attached sealed solicitation response to Solicitation # 305 305149, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Garland Eastman

Title: Owner

Date: 6-28-2018

Printed Name:

Garland Eastman



Date: June 13, 2018

Requisition No.: 171147

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on June 28, 2018*

**Requisition / Bid No.: R171147 / 305149  
Ordering Dept.: City Wide Services, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Grounds Maintenance for City Right-of-Ways**

\*\*\*\*\*

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

**2:00 P.M., EST on June 28, 2018**

\*\*\*\*\*

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

**10:30 A.M., EST on June 19, 2018**

\*\*\*\*\*

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

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

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

**Note: ALL BIDS MUST BE SIGNED**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** Special Touch Lawn Care  
**Mailing Address:** 4608 Woodmore View Circle  
**City & Zip Code:** Chattanooga, 37411  
**Phone/Toll Free No.:** 423-760-2380  
**Fax No.:** 423-629-0553  
**E-Mail Address:** Jones8654@epbf.com  
**Contact Person:** Michael Jones  
**Company Title:** Owner  
**Signature:** 

**ADDENDUM NO: 1**

**REQ NO: 171147**

**FINAL SUBMITTAL: June 28, 2018 2:00 PM EST**

**FINAL QUESTIONS: N/A**

**Department: City Wide Services, Public Works**

**Changes to Bid No. 305149:**

**Changes from the pre-bid conference held on June 19, 2018:**

1. As discussed, Missionary Ridge line item #80 on bid form will be changed to Two (2) separate areas:

North Crest – Glass to Shallowford \$ 425.00

South Crest – Shallowford to John Ross \$ 425.00

2. Adding Citizens Cemetery \$ 450.00

**Also attached you will find the pictures and drawings of each site**

**Req No: 171147 Grounds Maintenance for City Right-of-Ways**

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

**Name:**



**Company:**

Special Touch Lawn Care

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

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
<b>BUYER:</b> <b>PHONE #: (423) 643-7230</b> <b>DELIVERY REQUIRED:</b>

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 171147 / 305149 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for City Right-of-Ways					
ATTACHMENTS: 1. Specifications (7 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see page 1 of specifications) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held June 19, 2018 at 10:30 AM, in the Training Room of the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403 Attendance at the Pre-Bid is Preferred.					
NOTE: Please Quote Price per Cut					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for City Right-of-Ways.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 28, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305149) ON OUTSIDE PACKAGING					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.					

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
<b>BUYER:</b> <b>PHONE #: (423) 643-7230</b> <b>DELIVERY REQUIRED:</b>

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<b>V E N D O R</b>	RFQ
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<b>M A I L T O</b>	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.  The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.  **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:  Company Name <u>Special Touch Lawn Care</u> Address <u>4608 Woodmore View Circle</u>  Phone/Toll-Free No. <u>(423)760-2380</u> Fax No. <u>(423)629-0553</u> eMail Address <u>Jones8654@epbf.com</u> Contact Person's Name <u>Michael Jones</u> Estimated Delivery _____ Minority-Owned Business <input checked="" type="checkbox"/> Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____  **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

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

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

TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (423)760-2380

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

COMPANY: Special Touch Lawn Care

SIGNATURE:

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	100 Bakers Street at Veterans Bridge	16	Each	<u>35.00</u>	<u>560.00</u>
2	101 Marlboro Ave.	16	Each	<u>10.00</u>	<u>160.00</u>
3	113 Chickamauga Ave.	16	Each	<u>45.00</u>	<u>722.00</u>
4	116 Chickamauga Ave.	16	Each	<u>45.00</u>	<u>720.00</u>
5	125 Chickamauga Ave.	16	Each	<u>45.00</u>	<u>720.00</u>
6	1724 Lakewood Circle	16	Each	<u>34.00</u>	<u>544.00</u>
7	1815 East Main Street	16	Each	<u>48.00</u>	<u>768.00</u>
8	23rd at Central Ave.	16	Each	<u>65.00</u>	<u>1,040.00</u>
9	32nd Street at Clifton Terrace	16	Each	<u>25.00</u>	<u>400.00</u>
10	38th Street Tree Wells from Chandler Place to Hughes Ave.	16	Each	<u>65.00</u>	<u>1,040.00</u>

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TELEPHONE NUMBER: (423)760-2380

COMPANY: Special Touch Lawn Care

SIGNATURE:

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

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BID OPENING DATE AND TIME:

28-JUN-18 at 2:00 PM

BID NUMBER: 305149

BUYER:

PHONE #: (423) 643-7230

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	3900 Kings Road at Webb	16	Each	<u>130.00</u>	<u>2,080.00</u>
12	400 Block Frazier Ave.	16	Each	<u>150.00</u>	<u>2,400.00</u>
13	407 Sequoia Dr. at Choctaw	16	Each	<u>30.00</u>	<u>480.00</u>
14	4th Street Median	16	Each	<u>110.00</u>	<u>1,760.00</u>
15	6502 Shallowford Road	16	Each	<u>25.00</u>	<u>400.00</u>
16	Abermarle at Marlboro	16	Each	<u>15.00</u>	<u>240.00</u>
17	Agawela Drive to Greenwood Road	16	Each	<u>165.00</u>	<u>2,640.00</u>
18	Alton Park, 33rd to 40th Street	16	Each	<u>75.00</u>	<u>1,200.00</u>
19	Amhurst at Lonsdale	16	Each	<u>15.00</u>	<u>240.00</u>
20	Ashland Terrace and Norcross Road Median	16	Each	<u>15.00</u>	<u>240.00</u>

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Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (423)760-2380

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

COMPANY: Special Touch Lawn Care

SIGNATURE: *Michael Jones*

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
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<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
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City of Chattanooga  
101 East 11th Street, Suite G13  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Aster	16	Each	<u>120.00</u>	<u>1,920.00</u>
22	Aster Avenue Lots from 217 to 241-South	16	Each	<u>130.00</u>	<u>2,080.00</u>
23	Bachman Tunnel at Westside	16	Each	<u>45.00</u>	<u>720.00</u>
24	Bailey Ave. / Bridge to Holtzclaw	16	Each	<u>140.00</u>	<u>2,240.00</u>
25	Bailey at Buckley	16	Each	<u>15.00</u>	<u>240.00</u>
26	Bal Harbor, 4900 Block	16	Each	<u>48.00</u>	<u>768.00</u>
27	Bal Harbor, 4900 Lake Haven Drive	16	Each	<u>110.00</u>	<u>1,760.00</u>
28	Barton Ave. / Bridge to Hanover	16	Each	<u>125.00</u>	<u>2,000.00</u>
29	Barton Ave. at Hixson Pike	16	Each	<u>127.00</u>	<u>2,032.00</u>
30	Battery Heights	16	Each	<u>20.00</u>	<u>320.00</u>

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COMPANY: Special Touch Lawn Care  
SIGNATURE: *Michael Jones*  
NAME AND TITLE: Michael Jones Owner

# BID SOLICITATION



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

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Battle Recycle Center	16	Each	<u>115.00</u>	<u>1,840.00</u>
32	Bellflower Circle	16	Each	<u>24.50</u>	<u>392.00</u>
33	Bellsouth Stadium	16	Each	<u>145.00</u>	<u>2,320.00</u>
34	Brainerd Rd. and Marlboro Ave. Median	16	Each	<u>7.00</u>	<u>112.00</u>
35	Brainerd Recycle Center - 5955 Brainerd Road	16	Each	<u>65.00</u>	<u>1,040.00</u>
36	Brainerd Road at Lonsdale	16	Each	<u>12.00</u>	<u>192.00</u>
37	Brainerd Road at Tuxedo	16	Each	<u>8.00</u>	<u>128.00</u>
38	Brainerd and Talley Roads Median	16	Each	<u>7.00</u>	<u>112.00</u>
39	Broad Street, 20th to RR Underpass	16	Each	<u>125.00</u>	<u>2,000.00</u>
40	Brookfield at Sunbury	16	Each	<u>10.00</u>	<u>160.00</u>

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# BID SOLICITATION



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

Item	Class-Item	Quantity	Unit	Unit Price	Total
41	Buckley Street Island	16	Each	<u>15.00</u>	<u>240.00</u>
42	Buckley at Duncan	16	Each	<u>15.00</u>	<u>240.00</u>
43	Chickamauga Dam Circles	16	Each	<u>123.00</u>	<u>1,968.00</u>
44	Colville at Boylston	16	Each	<u>65.00</u>	<u>1,040.00</u>
45	Commons Road Medians	16	Each	<u>45.00</u>	<u>720.00</u>
46	Crescent Cir at East 30th	16	Each	<u>15.00</u>	<u>240.00</u>
47	Crestwood at Ashton	16	Each	<u>13.50</u>	<u>216.00</u>
48	Dallas Road Median	16	Each	<u>48.00</u>	<u>768.00</u>
49	Dallas Road Median at 1320 Dallas Road	16	Each	<u>65.00</u>	<u>1,040.00</u>
50	Dallas Road Median at Old Dallas Road	16	Each	<u>65.00</u>	<u>1,040.00</u>

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

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

TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (423)760-2380

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

COMPANY: Special Touch Lawn Care

SIGNATURE:

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM

**BID NUMBER: 305149**

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
51	Durand at Vincent	16	Each	<u>48.00</u>	<u>768.00</u>
52	East 12th Street from Dodds Ave. to Willow Street	16	Each	<u>80.00</u>	<u>1,280.00</u>
53	Edgewood Lane	16	Each	<u>24.00</u>	<u>384.00</u>
54	Fairview Road at Lake Resort	16	Each	<u>75.00</u>	<u>1,200.00</u>
55	Fairview at Ridgecrest	16	Each	<u>55.00</u>	<u>880.00</u>
56	Fernway Circle	16	Each	<u>20.00</u>	<u>320.00</u>
57	Georgia Avenue and 4th Street	16	Each	<u>38.00</u>	<u>608.00</u>
58	Goodwin Road From Gunbarrel Road to Jenkins Road	16	Each	<u>320.00</u>	<u>5,120.00</u>
59	Gunbarrel Road and Standifer Gap Roundabout	16	Each	<u>25.00</u>	<u>400.00</u>
60	Haney at Asbury	16	Each	<u>23.00</u>	<u>368.00</u>

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TELEPHONE NUMBER: (423)760-2380

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COMPANY: Special Touch Lawn Care

SIGNATURE:

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
61	Hawthorne Street Wood Recycle Center	16	Each	<u>100.00</u>	<u>1,600.00</u>
62	Hemphill 305	16	Each	<u>15.00</u>	<u>240.00</u>
63	Hiawatha Park	16	Each	<u>17.00</u>	<u>272.00</u>
64	Hixson Pike at Access Road	16	Each	<u>23.00</u>	<u>368.00</u>
65	Igou Gap Medians	16	Each	<u>35.00</u>	<u>560.00</u>
66	Igou Gap and Franks Road Medians	16	Each	<u>35.00</u>	<u>560.00</u>
67	Labeling Way at Cummings Road	16	Each	<u>45.00</u>	<u>720.00</u>
68	Lloyd Lane Median	16	Each	<u>130.00</u>	<u>2,080.00</u>
69	Lovell at Club	16	Each	<u>17.00</u>	<u>272.00</u>
70	MLK / Riverfront to Carter	16	Each	<u>110.00</u>	<u>1,760.00</u>

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TERMS OF PAYMENT: Net 30 days  
 TELEPHONE NUMBER: (423)760-2380

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

COMPANY: Special Touch Lawn Care  
 SIGNATURE:   
 NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

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28-JUN-18 at 2:00 PM

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
71	Market Street Median from 13th to 14th Streets	16	Each	35.00	560.00
72	Market Street Median from Main to 20th Street	16	Each	85.00	1,360.00
73	Market Street at 19th St	16	Each	20.00	320.00
74	Mayfair Ave. Triangle	16	Each	65.00	1,040.00
75	McCallie Tunnel	16	Each	75.00	1,200.00
76	Median, W. 20th / Market to Broad	16	Each	33.00	528.00
77	Midland at Talley Rd. & Midland Pike	16	Each	7.00	112.00
78	Minnehaha Park	16	Each	17.00	272.00
79	Miscellaneous	1	Each	_____	_____
80	Missionary Ridge	16	Each	_____	_____

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TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (523)760-2380

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COMPANY: Special Touch Lawn Care

SIGNATURE: *Michael Jones*

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
<b>BUYER:</b> <b>PHONE #:</b> (423) 643-7230 <b>DELIVERY REQUIRED:</b>

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
81	Mississippi at Forest	16	Each	<u>20.00</u>	<u>320.00</u>
82	Mississippi at Russell Street	16	Each	<u>20.00</u>	<u>320.00</u>
83	Modern Industries Drive	16	Each	<u>35.00</u>	<u>560.00</u>
84	North Terrace at Rockford	16	Each	<u>48.00</u>	<u>768.00</u>
85	Old Mission Road Median Circles	16	Each	<u>15.00</u>	<u>240.00</u>
86	Old Mission at Maplewood	16	Each	<u>15.00</u>	<u>240.00</u>
87	Old Mission at Parkdale	16	Each	<u>7.00</u>	<u>112.00</u>
88	Old Mission at Pisgah	16	Each	<u>7.00</u>	<u>112.00</u>
89	Old Mission at Tacoa	16	Each	<u>15.00</u>	<u>240.00</u>
90	Parkdale at Kenwood	16	Each	<u>65.00</u>	<u>1,040.00</u>

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TELEPHONE NUMBER: (423)760-2380

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COMPANY: Special Touch Lawn Care  
 SIGNATURE:   
 NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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Chattanooga, TN 37402

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**BID NUMBER:** 305149

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
91	Pinelawn at Pisgah	16	Each	85.00	1,360.00
92	Pineville Road and Riverside Ave. Island	16	Each	95.00	1,520.00
93	Recycling Center at Patten Recreation Center	16	Each	45.00	720.00
94	Reese Ave at Hazelwood	16	Each	20.00	520.00
95	Ridge Lake Road and Lakewood Circle Median	16	Each	42.00	672.00
96	Riverfront Parkway	16	Each	145.00	2,320.00
97	Riverside Drive	16	Each	15.00	240.00
98	Rossville Blvd. and East 23rd Street Island	16	Each	7.00	112.00
99	Shallowford Rd from Agawela Dr. to 4247 Shallowford Rd.	16	Each	115.00	1,840.00
100	Shallowford Rd from Noah Reid to Hickory Valley	16	Each	120.00	1,920.00

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TELEPHONE NUMBER: (423)760-2380

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COMPANY: Special Touch Lawn Care

SIGNATURE: *Michael Jones*

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
28-JUN-18 at 2:00 PM

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
101	Shallowford at Oak Ext.	16	Each	<u>15.00</u>	<u>240.00</u>
102	Shawnee Trail	16	Each	<u>15.00</u>	<u>240.00</u>
103	Southcrest 100	16	Each	<u>24.00</u>	<u>384.00</u>
104	St. Elmo at Ochs	16	Each	<u>42.00</u>	<u>672.00</u>
105	Sunbury at Marlboro	16	Each	<u>10.00</u>	<u>160.00</u>
106	Talley Road	16	Each	<u>65.00</u>	<u>1,040.00</u>
107	The Golf Range Shallowford Road to Airport Road	16	Each	<u>123.00</u>	<u>1,968.00</u>
108	Third Street	16	Each	<u>85.00</u>	<u>1,360.00</u>
109	Tunnel Blvd at Germantown	16	Each	<u>32.00</u>	<u>512.00</u>
110	Tunnel Boulevard	16	Each	<u>45.00</u>	<u>720.00</u>

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TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (423)760-2380

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COMPANY: Special Touch Lawn Care

SIGNATURE: 

NAME AND TITLE: Michael Jones, Owner

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 28-JUN-18 at 2:00 PM  <b>BID NUMBER: 305149</b>
<b>BUYER:</b> <b>PHONE #: (423) 643-7230</b> <b>DELIVERY REQUIRED:</b>

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
111	Tuxedo Circle 109	16	Each	<u>55.00</u>	<u>880.00</u>
112	Tyner, Memorial Park at Hickory Valley	16	Each	<u>85.00</u>	<u>1,360.00</u>
113	W-Road Roundabout	16	Each	<u>10.00</u>	<u>160.00</u>
114	Warner Park Recycle Center - North and South Slopes	16	Each	<u>75.00</u>	<u>1,200.00</u>
115	Washington Street at 20th Median	16	Each	<u>20.00</u>	<u>320.00</u>
116	West 17th St. / Broad to Market	16	Each	<u>40.00</u>	<u>640.00</u>
117	Wilcox Tunnel	16	Each	<u>75.00</u>	<u>1,200.00</u>

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Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30 days

TELEPHONE NUMBER: (423)760-2380

COMPANY: Special Touch Lawn Care  
 SIGNATURE:   
 NAME AND TITLE: Michae Jones, Owner



## Affirmative Action Plan

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

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

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

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

  
\_\_\_\_\_  
(Signature of Contractor)

Owner, Special Touch Lawn Care  
\_\_\_\_\_  
(Title and Name of Construction Company)

  
\_\_\_\_\_  
(Date)

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

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

(SIGNED)



(PRINTED NAME)

Michael Jones

(BUSINESS NAME)

Special Touch Lawn Care

(DATE)

\_\_\_\_\_

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)





# City of Chattanooga

Mayor Andy Berke

July 24, 2018

Ms. Beverly Moultrie, Administrator  
City of Chattanooga, Human Resources Department  
100 East 11th Street - 2nd Floor  
Chattanooga, TN 37402

Subject: PO 550109/R171986/R171989 - Training and Certification Preparation and Certification Examination - Human Resources Department

Dear Ms. Moultrie:

Council approval is recommended to issue Standard Purchase Orders with the combined total of \$39,460.00 to the Society for Human Resource Management or SHRM of Alexandria, Virginia, for training and certification preparation and certification examination for the Human Resources Department. The purchases are:

PO 550109/"Mastering Your HR Generalist Role" for fifteen participants  
R171986/Certification Examination Preparation Course for ten participants  
R171989/Certification Examinations for ten participants

These Single Source purchases are required to equip the City of Chattanooga HR staff with the knowledge and designations that are desired by HR due to the SHRM-CP/SHRM-SCP designations' being recognized by the National Human Resources Association and being proprietary information belonging to SHRM.

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

Respectfully yours,

Bonnie Woodward  
Purchasing Director

BW/dk  
Attachment

Society for Human Resource Management  
1800 Duke Street  
Alexandria, VA 22314

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 \$ 19,000

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)

**HR believes that the certification provided by the Society for Human Resource Management (SHRM), is the only certification recognized by SHRM.** *National Human Resources Association. S.F.*

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?

**In order to maintain consistency with materials on the certification exam delivered through SHRM, the materials provided by SHRM best match the requirement.**

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 Society for Human Resource Management

Department Human Resources Contact: Sonia Fears

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.

*Bunby L. Martine*  
Department Head's Signature

June 12, 2018  
Date



## SHRM Certification Program Overview

For more than 65 years, SHRM has served the human resource profession. HR professionals worldwide look to SHRM for comprehensive resources to help them contribute more effectively in the workplace, accelerate their careers and develop strategic perspectives on human resource management.

SHRM offers the SHRM-CP and SHRM-SCP exam twice a year during two 10-week testing windows: one during the May-July time frame and one during Dec.-Feb. The exams are delivered worldwide by Prometric, SHRM's test delivery vendor.

In order to be eligible to sit for the SHRM-CP or SHRM-SCP exam, applicants must meet specific work experience and education criteria. Once these criteria are met and an applicant has been approved to sit for the exam, a notice will be sent with instructions on how to schedule an exam appointment.

Upon the conclusion of the exam, preliminary results are provided.

Achieving the SHRM-CP or SHRM-SCP credential is the first step. Maintaining your credential is the next. Recertification is required by advancing your education, advancing your organization or advancing your profession. Not only is recertification required to maintain your certification, it also helps you enhance your HR knowledge and competencies.

### The Value of SHRM Certification

Undoubtedly, you have grappled with the question—Why should I seek certification? What good will it do me and my career? The value of certification lies in its ability to provide a consistent standard of knowledge and proficiency across the HR profession. It also has the ability to illustrate to employers that certified professionals think strategically, perform effectively in various situations and are able to implement practices for optimal organizational efficiency.

Why choose a competency-based certification? Think of your career progression as a road map where there are multiple roads to success; competency-based development is critical for mapping out the path that is right for you. Knowing how you perform within each competency helps you to better structure and develop a career plan. It also helps you to stand out as an HR professional who not only possesses HR knowledge, but understands how best to use that knowledge and drive your organization and career to the next level of success.

The SHRM Certified Professional (SHRM-CP) and SHRM Senior Certified Professional (SHRM-SCP) are the first-ever competency-based certifications for HR professionals. Based upon a core set of competency and knowledge, the SHRM Body of Competency & Knowledge™ (SHRM BoCK™), the SHRM-CP and the SHRM-SCP were designed to provide credential-holders with an outlet for achieving vital personal outcomes leading to successes such as leadership opportunities and career growth, as well as organizational successes that could include increased staff engagement, improvement of overall effectiveness and operational efficiency.

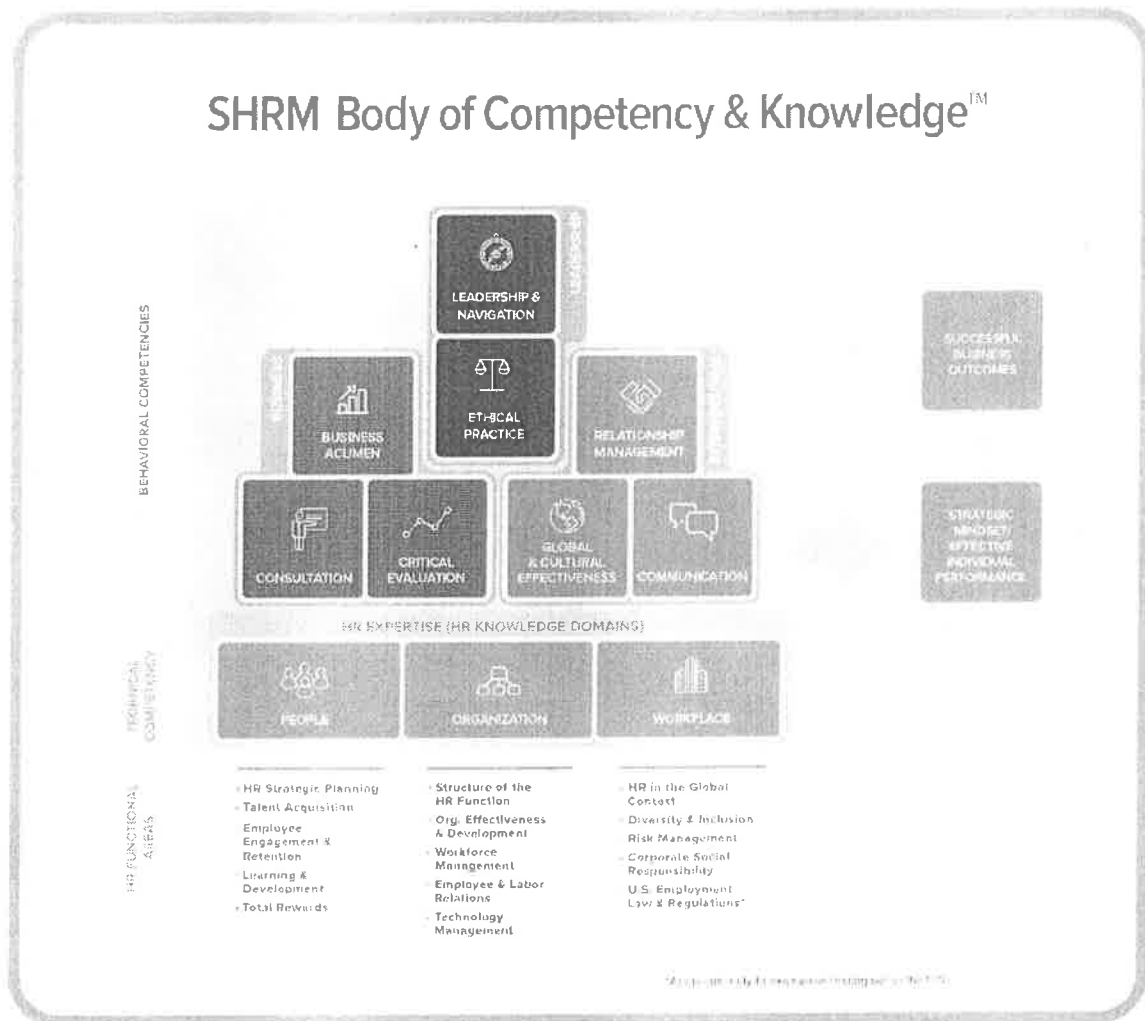
The success of SHRM certification can be documented by the growing number of SHRM-certified professionals around the world, as well as the feedback we've received from the industry. Overwhelmingly, we've heard from HR leaders that they view their SHRM-certified employees as better prospects for leadership opportunities and as individuals who are invested in the success of their organization.

SHRM's competency-based certification is the future of HR, and with more than 75,000 ways to earn professional development credits (PDCs) from more than 2,100 organizations, staying current in the ever-evolving HR industry is easier than ever.

## The SHRM Body of Competency & Knowledge

The SHRM Body of Competency & Knowledge (SHRM BoCK) is the basis for the SHRM credentials. The SHRM BoCK describes the behavioral competencies and HR knowledge that HR professionals need for effective job performance. The SHRM BoCK organizes eight behavioral competencies into three clusters: Leadership (*Leadership & Navigation, Ethical Practice*), Interpersonal (*Relationship Management, Communication, Global & Cultural Effectiveness*), and Business (*Business Acumen, Consultation, Critical Evaluation*). Additionally, the SHRM BoCK organizes 15 areas of HR knowledge that make up the technical competency *HR Expertise* into three domains: People (HR Strategic Planning, Talent Acquisition, Employee Engagement & Retention, Learning & Development, Total Rewards), Organization (Structure of the HR Function, Organizational Effectiveness & Development, Workforce Management, Employee & Labor Relations, Technology Management), and Workplace (HR in the Global Context, Diversity & Inclusion, Risk Management, Corporate Social Responsibility, U.S. Employment Law & Regulations\*).

\*Applicable only to U.S. residents testing in the United States.



Download the SHRM Body of Competency & Knowledge (SHRM BoCK) at [shrmcertification.org/SHRMBoCK](http://shrmcertification.org/SHRMBoCK)

# Purchase Order STANDARD



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

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Vendor Number:  
Vendor Alternate ID: 914216

Society For Human Resource Mgmt  
1800 Duke St  
Alexandria, VA 22314

PO Date: 20-JUL-18  
Buyer: Deidre Moore-Keylon  
FOB: DESTINATION  
Terms: Immediate

Purchase Order Number  
**550109**

INVOICES: Direct invoices in  
DUPLICATE to the Invoice  
address shown below.

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City Hall  
101 East 11th Street  
Chattanooga  
TN  
37402

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

Requestor

Sonia Fears

Requisition Number

Bid Number

Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
***** THIS IS AN ORDER ***** ***** PLEASE DELIVER AS REQUESTED *****					

Reference: Attached form entitled "Organizational Training & Development"  
Location: ON-SITE  
Number of Participants: 15  
Attachment: Agreement

The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.

Representative: *Mary Kelly*

Agreed to and accepted by:

Title: CFO  
Date: 7/25/18

CITY OF CHATTANOOGA, TENNESSEE

Name/Title: *Bill Woodward, Director*  
Department: *Purchasing*

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

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

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

# Purchase Order STANDARD



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

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Vendor Number:  
Vendor Alternate ID: 914216

Society For Human Resource MgMt  
1800 Duke St  
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Accounts Payable Division  
City of Chattanooga  
101 East 11th Street, Suite 101  
Chattanooga, TN 37402

	Requestor	Requisition Number		Bld Number	
	Sonia Fears				
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	"Mastering Your HR Generalist Role" - one day on-site training	1.00	Dollar	\$ 19,000.0000	\$ 19,000.00

**TOTAL: \$ 19,000.00**

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

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

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



**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

**Agreement  
Between**

**Society for Human Resource Management (SHRM)  
&  
City of Chattanooga**

This Agreement between the parties: Society for Human Resource Management (SHRM) and City of Chattanooga (CLIENT) is made to set forth the terms and responsibilities of the parties for offering the SHRM Mastering Your HR Generalist Role course in Chattanooga, Tennessee, on July 26-27, 2018.

**Section A**

**CLIENT AGREES:**

1. To guarantee The Society for Human Resource Management (SHRM) proper quality control by:
  - a. Contracting through SHRM for qualified instructors.
  - b. Using course materials supplied by SHRM.
  - c. Aiding to secure a course evaluation from every participant. SHRM will email a survey link to be distributed by the CLIENT to the program participants. SHRM will collect the electronic results and share with CLIENT.
2. Not to copy or reproduce any of the materials or to violate federal copyright legislation with respect to the materials. In particular, CLIENT shall not record or otherwise copy any portion of the Courses provided hereunder. CLIENT has no copyright interest in any of the materials provided hereunder.
3. To pay SHRM the minimum course fee of \$19,000. Course fee will cover course delivery on the dates outlined above, participant materials for 15 participants, and instructor travel.

Participant numbers can increase if agreed upon in advance by SHRM and CLIENT; additional participant fees will apply at a rate of \$1,295 for each additional participant above 15 and will be reflected in the course invoice.
4. SHRM will issue one invoice to CLIENT to cover the fees for the course listed in the first paragraph at the start of the course. To be paid in 30 days.



## ONSITE TRAINING: CLIENT CONTRACT v.1.14

5. To assume any costs of reasonable accommodation for participants with disabilities.
6. To provide a classroom facility for the course conducive to a professional learning environment.

### Section B

#### SHRM AGREES TO:

1. Provide materials for each participant prior to the program and ship them to a location specified by CLIENT, provided that SHRM must have received the signed course contract back from CLIENT before SHRM will ship such materials.
2. Provide qualified instructors for the entire program.

### Section C

#### CANCELLATION

In the event that CLIENT needs to cancel the program less than 30 days before the start of the program, CLIENT shall be responsible to pay SHRM 25% of the gross program fees including any customization costs.

In the event that CLIENT needs to cancel the program less than 5 days before the start of the program, CLIENT shall be responsible to pay SHRM 100% of the gross program fees including any customization costs, unless SHRM and CLIENT mutually agree to new dates that are within 3 months of the original scheduled dates listed above. In this case, CLIENT will still be responsible for any instructor fees that were incurred in preparation for the originally scheduled program that could not be recouped.

#### FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, threats of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, disease, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In the event of a Force Majeure event, the affected party shall not be considered in breach of the Agreement or of any obligation(s) hereunder to the extent that its performance of such obligation(s) is prevented or impaired by the Force Majeure Event.



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CLIENT CONTRACT v.1.14**

**STANDARD TERMS AND CONDITIONS**

All purchases of goods or services under this Agreement shall be governed by the City's Purchase Order Standard Terms and Conditions ("City Terms") attached hereto as an Addendum and incorporated herein by reference. In the event of a conflict between the City Terms and any additional terms contained in this Agreement, the City Terms shall prevail.

**ENTIRE AGREEMENT**

Entire Agreement – This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior oral or written agreements concerning the subject matter hereof. No amendments, supplements, or modifications of this Agreement or subsequent purchase orders or other subsequent terms and conditions shall be binding on the parties unless they are mutually agreed to, in a written agreement, and signed by both parties hereto.

*The parties agree that a PDF copy of this signed contract may be relied upon and placed into evidence to the same extent as an original hard copy.*

**AGREED:**

**SHRM:**

Signature:

Print Name:

Title:

Date:

Mary Mahney  
Mary Mahney  
CEO  
7/25/18

**City of Chattanooga:**

Signature:

Print Name:

Title:

Date:

Bonnie Woodward  
Bonnie Woodward  
Purchasing Director  
7/25/18

**Information to be supplied by CLIENT:**

Number of participants to be trained:

15

Client to Provide Primary Shipping Address:

See Purchase Order



RESILIENCE FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

**ADDENDUM**

**Standard Terms and Conditions**

City of Chattanooga Purchase Order Standard Terms and Conditions

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

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

3. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/services completed and invoiced by the Contractor as set forth in the purchase order. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s) except for applications for the Contractor's exam. The City is not liable for delays in payment caused by failure of the Contractor





SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

to send invoice to the address reference herein.

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

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

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

7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors, except to the extent that the damage, claim, liability, and expense arises out of or results in any way from the acts or omissions of the City, its agents, employees, or subcontractors.

8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will



SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

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

Certificates must specifically cite the following provisions:

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

- a) Commercial General Liability
- b) Auto Liability

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

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

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



SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

**~~10. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.~~**

Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself, for any purpose other than for performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement.

Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed to in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent or copyright laws.

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

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



SOCIETY FOR HUMAN  
MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

Project. Notwithstanding the foregoing, the City expressly agrees that the following Contractor records shall not be subject to the foregoing requirements in this paragraph: (i) the contents of Contractor's SHRM-CP and SHRM-SCP certification exams, which are highly confidential, trade secrets of Contractor; (ii) and individual exam performance records.

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

c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

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

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

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



SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

law, whether those rights, powers, or obligations are express or implied.

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

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

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

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a



SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

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

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

16. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the



SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

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

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

City of Chattanooga  
Attn: Purchasing  
101 E. 11th Street, Suite G13  
Chattanooga, TN 37402  
(423) 643-7230

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

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

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



SECURITY FOR HUMAN  
RESCUE MANAGEMENT

**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

~~prevent~~ This entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and





**ONSITE TRAINING:  
CLIENT CONTRACT v.1.14**

**RESOURCE MANAGEMENT**

Independent Contractors, associates, and subcontractors require such information to perform the services specified in this agreement.

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

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

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

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

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

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 \$ ~~19,000~~ 17,500

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)

**HR believes that the certification provided by the Society for Human Resource Management (SHRM), is the only certification recognized by SHRM. National Human Resources Association**

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?

**In order to maintain consistency with materials on the certification exam delivered through SHRM, the materials provided by SHRM best match the requirement.**

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 Society for Human Resource Management

Department Human Resources Contact: Sonia Fears

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.

Bernd L. Mortimer  
Department Head's Signature

June 12, 2018  
Date

## SHRM Certification Program Overview

For more than 65 years, SHRM has served the human resource profession. HR professionals worldwide look to SHRM for comprehensive resources to help them contribute more effectively in the workplace, accelerate their careers and develop strategic perspectives on human resource management.

SHRM offers the SHRM-CP and SHRM-SCP exam twice a year during two 10-week testing windows: one during the May-July time frame and one during Dec.-Feb. The exams are delivered worldwide by Prometric, SHRM's test delivery vendor.

In order to be eligible to sit for the SHRM-CP or SHRM-SCP exam, applicants must meet specific work experience and education criteria. Once these criteria are met and an applicant has been approved to sit for the exam, a notice will be sent with instructions on how to schedule an exam appointment.

Upon the conclusion of the exam, preliminary results are provided.

Achieving the SHRM-CP or SHRM-SCP credential is the first step. Maintaining your credential is the next. Recertification is required by advancing your education, advancing your organization or advancing your profession. Not only is recertification required to maintain your certification, it also helps you enhance your HR knowledge and competencies.

### The Value of SHRM Certification

Undoubtedly, you have grappled with the question—Why should I seek certification? What good will it do me and my career? The value of certification lies in its ability to provide a consistent standard of knowledge and proficiency across the HR profession. It also has the ability to illustrate to employers that certified professionals think strategically, perform effectively in various situations and are able to implement practices for optimal organizational efficiency.

Why choose a competency-based certification? Think of your career progression as a road map where there are multiple roads to success; competency-based development is critical for mapping out the path that is right for you. Knowing how you perform within each competency helps you to better structure and develop a career plan. It also helps you to stand out as an HR professional who not only possesses HR knowledge, but understands how best to use that knowledge and drive your organization and career to the next level of success.

The SHRM Certified Professional (SHRM-CP) and SHRM Senior Certified Professional (SHRM-SCP) are the first-ever competency-based certifications for HR professionals. Based upon a core set of competency and knowledge, the SHRM Body of Competency & Knowledge™ (SHRM BoCK™), the SHRM-CP and the SHRM-SCP were designed to provide credential-holders with an outlet for achieving vital personal outcomes leading to successes such as leadership opportunities and career growth, as well as organizational successes that could include increased staff engagement, improvement of overall effectiveness and operational efficiency.

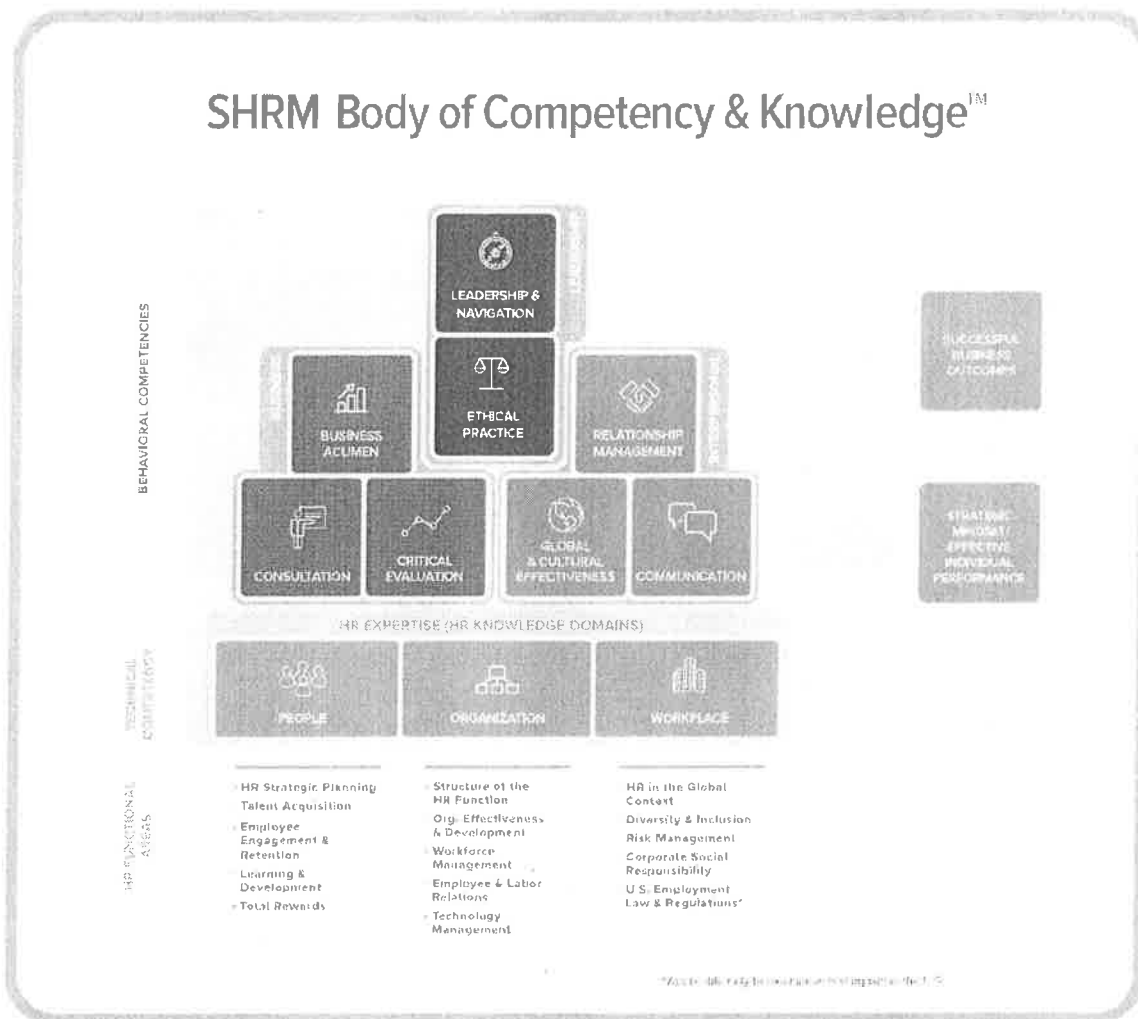
The success of SHRM certification can be documented by the growing number of SHRM-certified professionals around the world, as well as the feedback we've received from the industry. Overwhelmingly, we've heard from HR leaders that they view their SHRM-certified employees as better prospects for leadership opportunities and as individuals who are invested in the success of their organization.

SHRM's competency-based certification is the future of HR, and with more than 75,000 ways to earn professional development credits (PDCs) from more than 2,100 organizations, staying current in the ever-evolving HR industry is easier than ever.

## The SHRM Body of Competency & Knowledge

The SHRM Body of Competency & Knowledge (SHRM BoCK) is the basis for the SHRM credentials. The SHRM BoCK describes the behavioral competencies and HR knowledge that HR professionals need for effective job performance. The SHRM BoCK organizes eight behavioral competencies into three clusters: Leadership (*Leadership & Navigation, Ethical Practice*), Interpersonal (*Relationship Management, Communication, Global & Cultural Effectiveness*), and Business (*Business Acumen, Consultation, Critical Evaluation*). Additionally, the SHRM BoCK organizes 15 areas of HR knowledge that make up the technical competency *HR Expertise* into three domains: People (HR Strategic Planning, Talent Acquisition, Employee Engagement & Retention, Learning & Development, Total Rewards), Organization (Structure of the HR Function, Organizational Effectiveness & Development, Workforce Management, Employee & Labor Relations, Technology Management), and Workplace (HR in the Global Context, Diversity & Inclusion, Risk Management, Corporate Social Responsibility, U.S. Employment Law & Regulations).

\*Applicable only to U.S. residents testing in the United States.



Download the SHRM Body of Competency & Knowledge (SHRM BoCK) at [shrmcertification.org/SHRMBoCK](http://shrmcertification.org/SHRMBoCK)



## 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

### Agreement

Between

Society for Human Resource Management (SHRM)  
&  
City of Chattanooga

This Agreement between the parties: Society for Human Resource Management (SHRM) and City of Chattanooga (CLIENT) is made to set forth the terms and responsibilities of the parties for offering the three-day SHRM-CP/SHRM-SCP Certification Preparation Course on September 19-21, 2018 in Chattanooga, Tennessee.

### Section A

#### CLIENT AGREES:

1. To guarantee The Society for Human Resource Management (SHRM) proper quality control by:
  - a. Contracting through SHRM for qualified instructors.
  - b. Using course materials supplied by SHRM.
  - c. Aiding to secure a course evaluation from every participant. SHRM will email a survey link to be distributed by the CLIENT to the program participants. SHRM will collect the electronic results and share with CLIENT.
2. Not to copy or reproduce any of the materials or to violate federal copyright legislation with respect to the materials. In particular, CLIENT shall not record or otherwise copy any portion of the Courses provided hereunder. CLIENT has no copyright interest in any of the materials provided hereunder.
3. To pay SHRM the minimum course fee of \$17,850. Course fee will cover course delivery on the dates outlined above, participant materials for 10 participants, and instructor travel.

Participant numbers can increase if agreed upon in advance by SHRM and CLIENT; additional participant fees will apply at a rate of \$1,395 for each additional participant above 10 and will be reflected in the course invoice.
4. SHRM will issue one invoice to CLIENT to cover the fees for the course listed in the first paragraph at the start of the course. To be paid in 30 days.
5. To assume any costs of reasonable accommodation for participants with disabilities.



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

6. For Cert Prep programs: To return any unused SHRM Learning System kit materials directly to Holmes Corporation, 2975 Long Oak Drive, Suite 180 Eagan, MN 55121-1553 Phone #651-905-2600, at your own shipping expense, no later than ten (10) business days after the completion of the program.
7. To provide a classroom facility for the course conducive to a professional learning environment.

#### Section B

##### SHRM AGREES TO:

1. Provide materials for each participant prior to the program and ship them to a location specified by CLIENT, provided that SHRM must have received the signed course contract back from CLIENT before SHRM will ship such materials.
2. Provide qualified instructors for the entire program.

#### Section C

##### **CANCELLATION**

In the event that CLIENT needs to cancel the program less than 30 days before the start of the program, CLIENT shall be responsible to pay SHRM 25% of the gross program fees including any customization/consulting costs.

In the event that CLIENT needs to cancel the program less than 5 days before the start of the program, CLIENT shall be responsible to pay SHRM 100% of the gross program fees including any customization/consulting costs, unless SHRM and CLIENT mutually agree to new dates that are within 3 months of the original scheduled dates listed above. In this case, CLIENT will still be responsible for any instructor fees that were incurred in preparation for the originally scheduled program that could not be recouped.

##### **FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, threats of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, disease, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In the event of a Force Majeure event, the affected party shall not be considered in breach of the Agreement or of any obligation(s) hereunder to the extent that its performance of such obligation(s) is prevented or impaired by the Force Majeure Event.



**3-DAY ONSITE CERTIFICATION PREPARATION COURSE:  
CLIENT CONTRACT v1.14**

**STANDARD TERMS AND CONDITIONS**

All purchases of goods or services under this Agreement shall be governed by the City's Purchase Order Standard Terms and Conditions ("City Terms") attached hereto as an Addendum and incorporated herein by reference. In the event of a conflict between the City Terms and any additional terms contained in this Agreement, the City Terms shall prevail.

**ENTIRE AGREEMENT**

Entire Agreement – This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior oral or written agreements concerning the subject matter hereof. No amendments, supplements, or modifications of this Agreement or subsequent purchase orders or other subsequent terms and conditions shall be binding on the parties unless they are mutually agreed to, in a written agreement, and signed by both parties hereto.

*The parties agree that a PDF copy of this signed contract may be relied upon and placed into evidence to the same extent as an original hard copy.*

**AGREED:**

**SHRM:**

**City of Chattanooga:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Information to be supplied by CLIENT:**

Number of participants to be trained: \_\_\_\_\_

Client to Provide Primary Shipping Address:

\_\_\_\_\_  
\_\_\_\_\_



## 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

### ADDENDUM

#### Standard Terms and Conditions

##### City of Chattanooga Purchase Order Standard Terms and Conditions

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

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

3. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/services completed and invoiced by the Contractor as set forth in the purchase order. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s) except for applications for the Contractor's exam. The City is not





**3-DAY ONSITE CERTIFICATION PREPARATION COURSE:  
CLIENT CONTRACT v1.14**

SOCIETY FOR HUMAN  
RESOURCE MANAGEMENT

liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.

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

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

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

7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors, except to the extent that the damage, claim, liability, and expense arises out of or results in any way from the acts or omissions of the City, its agents, employees, or subcontractors.

8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

satisfactorily insure Contractor against claims and liabilities

which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

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

Certificates must specifically cite the following provisions:

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

- a) Commercial General Liability
- b) Auto Liability

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

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

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



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

#### 10. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.

Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself, for any purpose other than for performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement.

Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed to in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent or copyright laws.

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

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



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

agrees that the following Contractor records shall not be subject to the foregoing requirements in this paragraph: (i) the contents of Contractor's SHRM-CP and SHRM-SCP certification exams, which are highly confidential, trade secrets of Contractor; (ii) and individual exam performance records.

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

c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

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

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

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



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

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

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

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

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation.



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

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

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

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

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



**3-DAY ONSITE CERTIFICATION PREPARATION COURSE:  
CLIENT CONTRACT v1.14**

discovery of unanticipated hazardous materials.

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

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

City of Chattanooga  
Attn: Purchasing  
101 E. 11th Street, Suite G13  
Chattanooga, TN 37402  
(423) 643-7230

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

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

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

20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements



### 3-DAY ONSITE CERTIFICATION PREPARATION COURSE: CLIENT CONTRACT v1.14

by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

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

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

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

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

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

26. **NON-DISCRIMINATION.** Contractor agrees to comply with all applicable federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any





**3-DAY ONSITE CERTIFICATION PREPARATION COURSE:  
CLIENT CONTRACT v1.14**

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participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all applicable federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

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

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

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

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

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 \$ 19,000-2000

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)

**HR believes that the certification provided by the Society for Human Resource Management (SHRM), is the only certification recognized by SHRM & National Human Resources Association.**

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?

**In order to maintain consistency with materials on the certification exam delivered through SHRM, the materials provided by SHRM best match the requirement.**  
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 Society for Human Resource Management

Department Human Resources Contact: Sonia Fears

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.

Burch L. Martine  
Department Head's Signature

June 12, 2018

Date

## SHRM Certification Program Overview

For more than 65 years, SHRM has served the human resource profession. HR professionals worldwide look to SHRM for comprehensive resources to help them contribute more effectively in the workplace, accelerate their careers and develop strategic perspectives on human resource management.

SHRM offers the SHRM-CP and SHRM-SCP exam twice a year during two 10-week testing windows: one during the May-July time frame and one during Dec.-Feb. The exams are delivered worldwide by Prometric, SHRM's test delivery vendor.

In order to be eligible to sit for the SHRM-CP or SHRM-SCP exam, applicants must meet specific work experience and education criteria. Once these criteria are met and an applicant has been approved to sit for the exam, a notice will be sent with instructions on how to schedule an exam appointment.

Upon the conclusion of the exam, preliminary results are provided.

Achieving the SHRM-CP or SHRM-SCP credential is the first step. Maintaining your credential is the next. Recertification is required by advancing your education, advancing your organization or advancing your profession. Not only is recertification required to maintain your certification, it also helps you enhance your HR knowledge and competencies.

### The Value of SHRM Certification

Undoubtedly, you have grappled with the question—Why should I seek certification? What good will it do me and my career? The value of certification lies in its ability to provide a consistent standard of knowledge and proficiency across the HR profession. It also has the ability to illustrate to employers that certified professionals think strategically, perform effectively in various situations and are able to implement practices for optimal organizational efficiency.

Why choose a competency-based certification? Think of your career progression as a road map where there are multiple roads to success; competency-based development is critical for mapping out the path that is right for you. Knowing how you perform within each competency helps you to better structure and develop a career plan. It also helps you to stand out as an HR professional who not only possesses HR knowledge, but understands how best to use that knowledge and drive your organization and career to the next level of success.

The SHRM Certified Professional (SHRM-CP) and SHRM Senior Certified Professional (SHRM-SCP) are the first-ever competency-based certifications for HR professionals. Based upon a core set of competency and knowledge, the SHRM Body of Competency & Knowledge™ (SHRM BoCK™), the SHRM-CP and the SHRM-SCP were designed to provide credential-holders with an outlet for achieving vital personal outcomes leading to successes such as leadership opportunities and career growth, as well as organizational successes that could include increased staff engagement, improvement of overall effectiveness and operational efficiency.

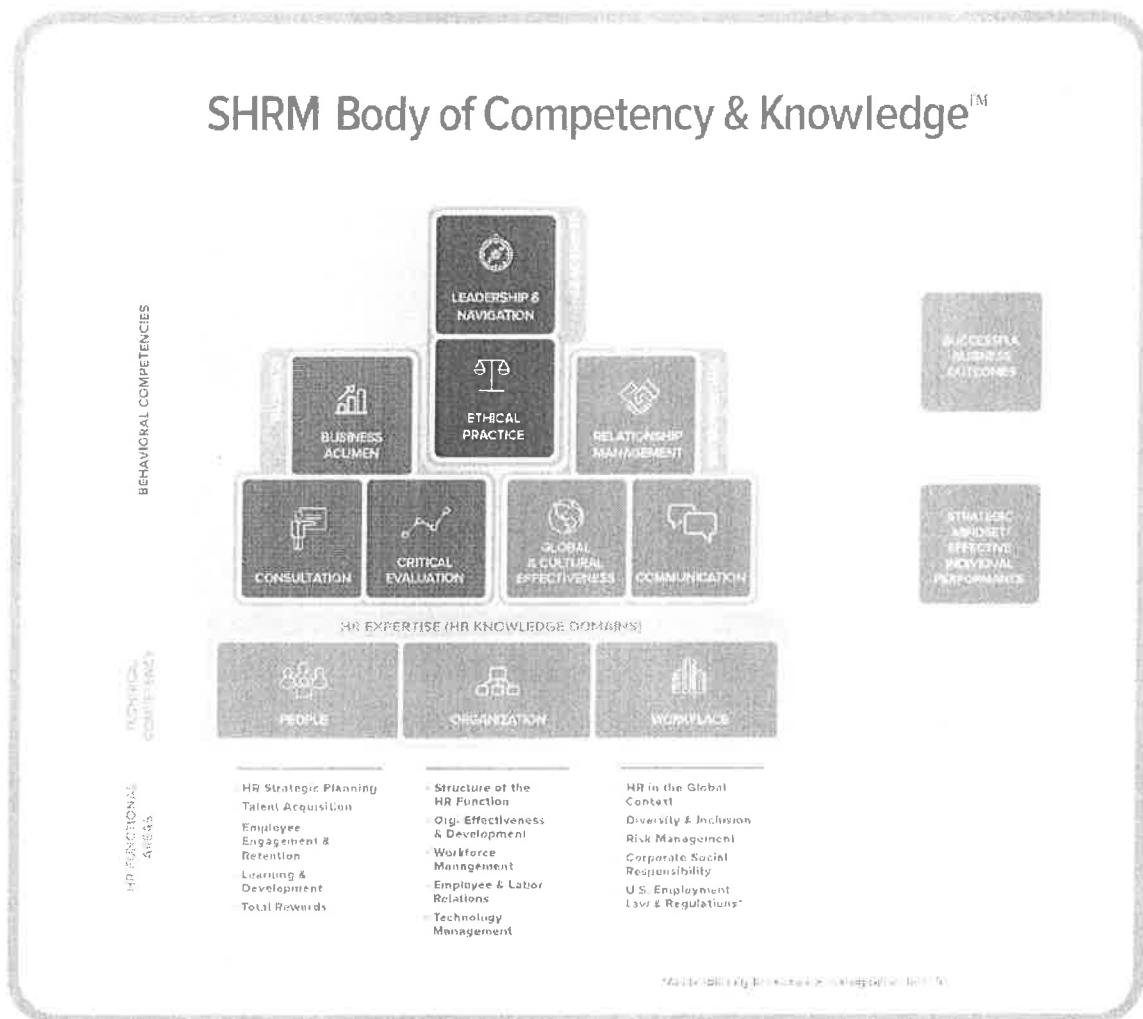
The success of SHRM certification can be documented by the growing number of SHRM-certified professionals around the world, as well as the feedback we've received from the industry. Overwhelmingly, we've heard from HR leaders that they view their SHRM-certified employees as better prospects for leadership opportunities and as individuals who are invested in the success of their organization.

SHRM's competency-based certification is the future of HR, and with more than 75,000 ways to earn professional development credits (PDCs) from more than 2,100 organizations, staying current in the ever-evolving HR industry is easier than ever.

## The SHRM Body of Competency & Knowledge

The SHRM Body of Competency & Knowledge (SHRM BoCK) is the basis for the SHRM credentials. The SHRM BoCK describes the behavioral competencies and HR knowledge that HR professionals need for effective job performance. The SHRM BoCK organizes eight behavioral competencies into three clusters: Leadership (*Leadership & Navigation, Ethical Practice*), Interpersonal (*Relationship Management, Communication, Global & Cultural Effectiveness*), and Business (*Business Acumen, Consultation, Critical Evaluation*). Additionally, the SHRM BoCK organizes 15 areas of HR knowledge that make up the technical competency *HR Expertise* into three domains: People (HR Strategic Planning, Talent Acquisition, Employee Engagement & Retention, Learning & Development, Total Rewards), Organization (Structure of the HR Function, Organizational Effectiveness & Development, Workforce Management, Employee & Labor Relations, Technology Management), and Workplace (HR in the Global Context, Diversity & Inclusion, Risk Management, Corporate Social Responsibility, U.S. Employment Law & Regulations\*).

\*Applicable only to U.S. residents testing in the United States.



Download the SHRM Body of Competency & Knowledge (SHRM BoCK) at [shrmcertification.org/SHRMBoCK](http://shrmcertification.org/SHRMBoCK)

## Corporate Volume Purchase Agreement for SHRM Certification Exams

Between

### Society for Human Resource Management and the City of Chattanooga

THIS AGREEMENT is entered into effective June 25, 20108 by and between the Society for Human Resource Management, a non-profit corporation with principal offices located at 1800 Duke Street, Alexandria, VA 22314 (“SHRM”) and the City of Chattanooga located at 2<sup>nd</sup> floor City Hall, 101 E. 11<sup>th</sup> Street, Chattanooga, TN 37402 (“Organization”).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### I. Sale of Exams

SHRM will provide exams for the SHRM-CP certification and the SHRM-SCP certification (collectively, the “SHRM Certifications”) for 10 of Organizations’ employees.

The Fee for such exams to be paid by Organization to SHRM shall be as follows:

\$261 per SHRM-CP or SHRM-SCP exam (\$211 for exam plus \$50 application fee) resulting in a total fee of \$2,610 for 10 exams. Late application fees are in addition to this amount (see Section IV below).

All exams purchased under this Agreement must be taken in the same exam window which is open from December 1, 2018 to February 15, 2019. The exams must be taken by individuals who are employees of Organization at the time they apply for the exam.

#### II. Invoicing & Payment

Organization will be invoiced by SHRM for the total fee above.

- a. Payment must be received in one check, wire transfer, or credit card transaction.
- b. Payment must be received or postmarked no later than the last day of the late application window, November 9, 2018. If payment is not received/postmarked by this date, the applications will not be able to be processed for this exam window.
- c. Applicants are unable to schedule their exam date until the Organization has made payment to SHRM for the exams.

#### III. Verification of Eligibility

Organization or its employee must verify that the employee’s experience and education background meet the eligibility criteria required to take the SHRM-CP or SHRM-SCP exam applied for.

- a. SHRM-CP and SHRM-SCP exam eligibility requirements can be found here: at: <http://www.shrm.org/certification/apply/eligibilitycriteria/pages/default.aspx>

#### **IV. Online Application Process - Due October 19, 2018:**

Each Organization employee who is to take a SHRM certification exam sold under this Agreement must go online to create their online account, and apply for their exam as soon as possible after this Agreement is signed, but in no event later than October 19, 2018. (Paper applications will not be accepted). A late application fee of \$75, will be assigned to each application received after October 19, 2018. Late applications will not be accepted after November 9, 2018.

Instructions on how to create an online account are listed below.

- a. **Create an Online Profile:** If the Organization's employee has not already done so, create a profile in SHRM's online portal at: <https://portal.shrm.org>.
- b. **Complete the Online Application:** Within the online profile page, Organization's employee will complete the exam application (using the same email address and password the employee created when creating their profile).
- c. **Payment Selection:** Once at the payment page, individuals should select the "Check/ACHWire" payment option (This option applies where Employer will pay for exam).
- d. **Submission of Participant Roster:**  
Organization must send SHRM no later than October 19, 2018, the employee information required in the Excel template attached as Exhibit A hereto. This information will be used to properly identify and apply the payment to the appropriate employee when payment is received. Once the roster is submitted, no additional applicants can be added.

#### **V. Scheduling an Exam Appointment – Authorization to Test**

Once payment has been received from the Organization, SHRM will apply the payment to each of Organizations employees' application order.

At that time and not before, an Authorization to Test (ATT) letter will be sent to each such employee at the email address they used to register and apply. This letter will provide instructions on how the employee can schedule their exam appointment.

Organization's employees cannot secure an exam date in advance of receiving their ATT letter.

#### **VI. Potential for Audit**

To assure the integrity of its certification program, SHRM randomly audits exam applicants. Organization must notify its employees that there is a chance that their applications may be audited by SHRM. During an audit, employees would be asked to submit documentation regarding their eligibility; this information can be entered into their online account.

#### **VII. Non-Assignability/Cancellation/Refunds**

Once an employee of Organization has submitted an exam application hereunder, that application may not be assigned to another employee or entity (or to any other individual).

If an individual applies for the exam and is deemed ineligible, the Organization will receive a refund in the amount paid for the employee less the application fee.

If an employee of Organization, having applied for an exam, cancels the application or otherwise fails to take the exam during the covered testing window, Organization (not the employee) shall receive a refund in the amount paid for the employee less the application fee. The regular exam rates for non-volume purchases will apply for that employee if they should apply to take the exam in a later test window.

If an employee of Organization decides after the late application deadline date, but no later than 5 business days prior to their scheduled exam date that they will be unable to test, they have the opportunity to request a one-time transfer to the next testing window for a fee of \$100. Completing the transfer process will forfeit the ability to request a refund in the future. Refer to the Certification Handbook for more detail about this policy.

If an employee of Organization appears on the roster, but does not apply for the exam purchased under this Agreement, Organization shall be refunded the unapplied amount it paid.

If an employee fails to take the exam, all fees will be forfeited.

If the payment from Organization has been made by wire, any refund made under this Agreement shall also have deducted from it any wire fee incurred by SHRM in sending such refund.

**VIII. Confidentiality of Exam Results**

In the event that employees of Organization should take the exam for a SHRM-CP® or SHRM-SCP® certification, SHRM will not report exam results to Organization, except as to those who take the exam and provide SHRM with a written consent to disclose their results to Organization.

**IX. Term**

The initial term of the agreement is from the date of execution through February 15, 2019 *[Close date of covered test window.]*

**X. Intentionally left blank.**

**XI. Intentionally left blank.**

**XII. Standard Terms and Conditions**

All purchases of goods or services under this Agreement shall be governed by the City's Purchase Order Standard Terms and Conditions ("City Terms") attached hereto as an Addendum and incorporated herein by reference. In the event of a conflict between the City Terms and any additional terms contained in this Agreement, the City Terms shall prevail.

**XIII. Entire Agreement**

The parties agree that this Agreement contains the complete agreement between the parties concerning the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in way. This Agreement may only be amended by a written agreement signed by both parties.

**XIV. Counterparts**

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, and all such counterparts taken together will constitute one and the same instrument.

**XV. Limitation of Liability**

Neither party shall be liable for any consequential, incidental, indirect, punitive or special damages under this Agreement, regardless of the circumstance.

**XVI. Confidentiality**

Although the existence of this Agreement is not confidential, the parties shall treat as confidential the details of this Agreement, and in particular the pricing in this Agreement.

**Society for Human Resource Management**

**City of Chattanooga**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ADDENDUM

### Standard Terms and Conditions

#### City of Chattanooga Purchase Order Standard Terms and Conditions

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

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

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

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

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

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

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

7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors, except to the extent that the damage, claim, liability, and expense arises out of or results in any way from the acts or omissions of the City, its agents, employees, or subcontractors.

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

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

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

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future

performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

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

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

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

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

16. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of

services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

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

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

City of Chattanooga

Attn: Purchasing

101 E. 11th Street, Suite G13

Chattanooga, TN 37402

(423) 643-7230

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

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

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

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

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

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

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

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

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

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

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

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

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

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





# City of Chattanooga

Mayor Andy Berke

July 24, 2018

Blythe Bailey, Administrator  
Chattanooga Dept. of Transportation  
1250 Market Street, Suite 3030  
Chattanooga, TN 37402

Subject: R171374 – Street Marker Posts

Dear Mr. Bailey:

Council approval is recommended to award a contract for Street Marker Posts as needed by the Department of Transportation. The estimated annual expenditure under this contract is \$35,000.00.

The bid solicitation was sent to nine (9) vendors. Four (4) bids were received. Bids are available in the Purchasing Office for your review upon request. A spreadsheet is attached showing the amounts of the Bids. A copy of the Bid from Vulcan, Inc. is also attached.

I recommend the award of this contract to Vulcan, Inc., as being the lowest and fully responsive bidder.

Respectfully yours,

  
Bonnie Woodward  
Purchasing Director

BW/wt  
Attachment

Vendor address:

Vulcan, Inc.  
P.O. Box 1850  
Foley, AL 36536

Requisition: R171374

Bid #: B305163

Description: Street Marker Posts

A-1 Barricades

G & C Supply Co.

Osburn Associates

Vulcan Signs

Item #	Description	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price			
1	12 ft. - 2x2' galvanized post	62.00	200	12,400.00	43.82	200	8,764.00	100.43	200	20,086.00	168.60	200	33,720.00			
2	10 ft. - 2x2' galvanized post	52.00	200	10,400.00	38.62	200	7,724.00	100.43	200	20,086.00	168.60	200	33,720.00			
3	8 ft. - U-channel galvanized post	33.00	200	6,600.00	16.24	200	3,248.00	100.43	200	20,086.00	168.60	200	33,720.00			
4	10 ft. - U-channel galvanized post	39.00	200	7,800.00	20.30	200	4,060.00	100.43	200	20,086.00	168.60	200	33,720.00			
5	12 ft. - U-channel galvanized post	48.00	200	9,600.00	24.36	200	4,872.00	100.43	200	20,086.00	168.60	200	33,720.00			
6	8 ft. - U-channel green-painted post	23.00	200	4,600.00	112.65	200	22,530.00	100.43	200	20,086.00	168.60	200	33,720.00			
7	10 ft. - U-channel green-painted post	29.00	200	5,800.00	15.82	200	3,164.00	100.43	200	20,086.00	168.60	200	33,720.00			
8	12 ft. - U-channel green-painted post	34.00	200	6,800.00	18.98	200	3,796.00	100.43	200	20,086.00	168.60	200	33,720.00			
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<b>Totals:</b>				320.00			64,000.00	290.79		58,158.00	100.43		20,086.00	168.60		33,720.00

original

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
17-JUL-18 at 2:00 PM  
**BID NUMBER:** 305163  
**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

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

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RFQ  
*Vulcan*

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No: 171374  Ordering Dept: Transportation  Buyer: William Tucker  Fax: 423-643-7244  Email: wtucker@chattanooga.gov</p> <p>Items Being Purchased: Street Marker Posts</p> <p>ATTACHMENTS: Specifications ( 3 pages)  Instructions to Bidders (3 pages)</p> <p>***BIDS MUST BE RECEIVED NO LATER THAN **  *** 02:00 PM EST on July 17, 2018 ***</p> <p>SEALED BID: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above DO NOT email or fax your Bid; such Bids cannot be considered</p> <p>This shall be a twelve-month blanket contract to supply Street Marker Posts as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date</p> <p>Items being purchased are to be delivered to:</p> <p>Traffic Operations Center  1010 East 11th Street  Chattanooga, TN 37403</p> <p>Delivery Contact: Vanessa Holloway, Tel. 423-643-6382</p> <p>ALL ITEMS MUST BE QUOTED F O B DESTINATION</p> <p>The City of Chattanooga Standard Terms and Conditions are incorporated herein by reference, and are available for review on the City's website at <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a>. If you cannot access the document online, contact the Purchasing Office for a copy. Any requested changes to the City's Terms and Conditions MUST be submitted with your Bid</p> <p>NOTE: ALL BIDS MUST BE SIGNED  All bids received are subject to the terms and conditions contained herein and as listed in the above-referenced website. By submission of a Bid, the bidder acknowledges having reviewed the Standard Terms and Conditions, and agrees to be bound by such terms</p> <p>The City of Chattanooga reserves the right to reject any and/or all Bids, waive any informalities in the Bids received, and to accept any Bid which in its opinion may be for the best interest of the City.</p>					

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 17-JUL-18 at 2:00 PM

**BID NUMBER:** 305163

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

**SEALED BIDS**

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

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

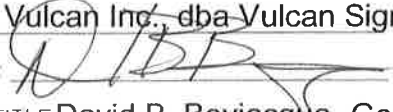
Item	Class-Item	Quantity	Unit	Unit Price	Total
The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.					
Vendor Contact Information: Vendor Name <u>Vulcan Inc., dba Vulcan Signs</u> Contact Person <u>David B. Beviacqua -General Manager</u> Tel <u>800-633-6845</u> Fax <u>251-943-1544</u> Email <u>vulcan3@vulcaninc.com</u> Mailing Address <u>PO BOX 1850</u> City, State, Zip <u>Foley, AL 36536</u>					

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

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

TERMS OF PAYMENT: NET 30  
 TELEPHONE NUMBER: 800-633-6845

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

COMPANY: Vulcan Inc., dba Vulcan Signs  
 SIGNATURE:   
 NAME AND TITLE David B. Beviacqua -General Manager

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

17-JUL-18 at 2:00 PM

**BID NUMBER: 305163**

**BUYER:**

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

**DELIVERY REQUIRED:**

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	12 Foot Long 2"x2" Square Galvanized Street Marker Post. See attached drawing.	200	Each	<u>31.60</u>	<u>6,320.00</u>
2	10 Foot Long 2"x2" Square Galvanized Street Marker Post. See attached drawing.	200	Each	<u>26.34</u>	<u>5,268.00</u>
3	8 Foot Long, Galvanized U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>16.73</u>	<u>3,346.00</u>
4	10 Foot Long, Galvanized U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>20.91</u>	<u>4,182.00</u>
5	12 Foot Long, Galvanized U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>25.09</u>	<u>5,018.00</u>
6	8 Foot Long, Green Painted, U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>12.78</u>	<u>2,556.00</u>
7	10 Foot Long, Green Painted, U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>15.98</u>	<u>3,196.00</u>
8	12 Foot Long, Green Painted, U-Channel Sign Posts, 2 LB Per Foot.	200	Each	<u>19.17</u>	<u>3,834.00</u>

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

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

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

TERMS OF PAYMENT: NET 30

TELEPHONE NUMBER 800-633-6845

COMPANY: Vulcan Inc., dba Vulcan Signs

SIGNATURE [Signature]

NAME AND TITLE David B. Beviacqua

## Instructions to Bidders

(1) Bid documents can be downloaded from the City's website at [www.chattanooga.gov](http://www.chattanooga.gov). At the left side of that page is a link labeled "Bid Solicitations." Click that link, and a page will open with a list of the City's current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.

(2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.

(3) Bid documents should be submitted to the following address:

Purchasing Office, Suite G-13  
City Hall  
101 East 11th Street  
Chattanooga, TN 37401

(4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Bid Solicitation number should be marked on the outside of the envelope. This is a six-digit number starting with a "3".

(5) Any questions regarding the specifications or bidding process should be directed to the Buyer, preferably by email, to the following address: [wtucker@chattanooga.gov](mailto:wtucker@chattanooga.gov).

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

(6) Tennessee law prohibits municipalities from contracting with business entities which engage in investment activities in Iran. A list of such prohibited entities can be viewed at

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12106_Iran_Divestment_Act_updated_7.7.17.pdf)

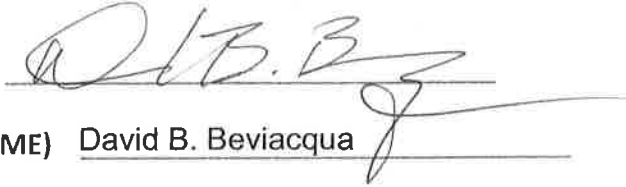
A form entitled "Vendor Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on the list of prohibited entities. This form should be completed and submitted with your Bid.

(7) A Form titled "No Contact/No Advocacy" is attached, regarding contact with City representatives during the evaluation of Bids. Bidders are required to submit this completed Form with their Bids.

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

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

(SIGNED)



(PRINTED NAME) David B. Beviacqua

(BUSINESS NAME) Vulcan Inc., dba Vulcan Signs

(DATE) 7/11/2018

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga  
Purchasing Division

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

David B. Beviacqua (Vendor Agent name), states that:

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

Vulcan Inc., dba Vulcan Signs (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 308163, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:



Title: General Manager

Date: 7/11/2018

Printed Name:

David B. Beviacqua



# City of Chattanooga

R171374

## Traffic Sign Posts

### Specifications

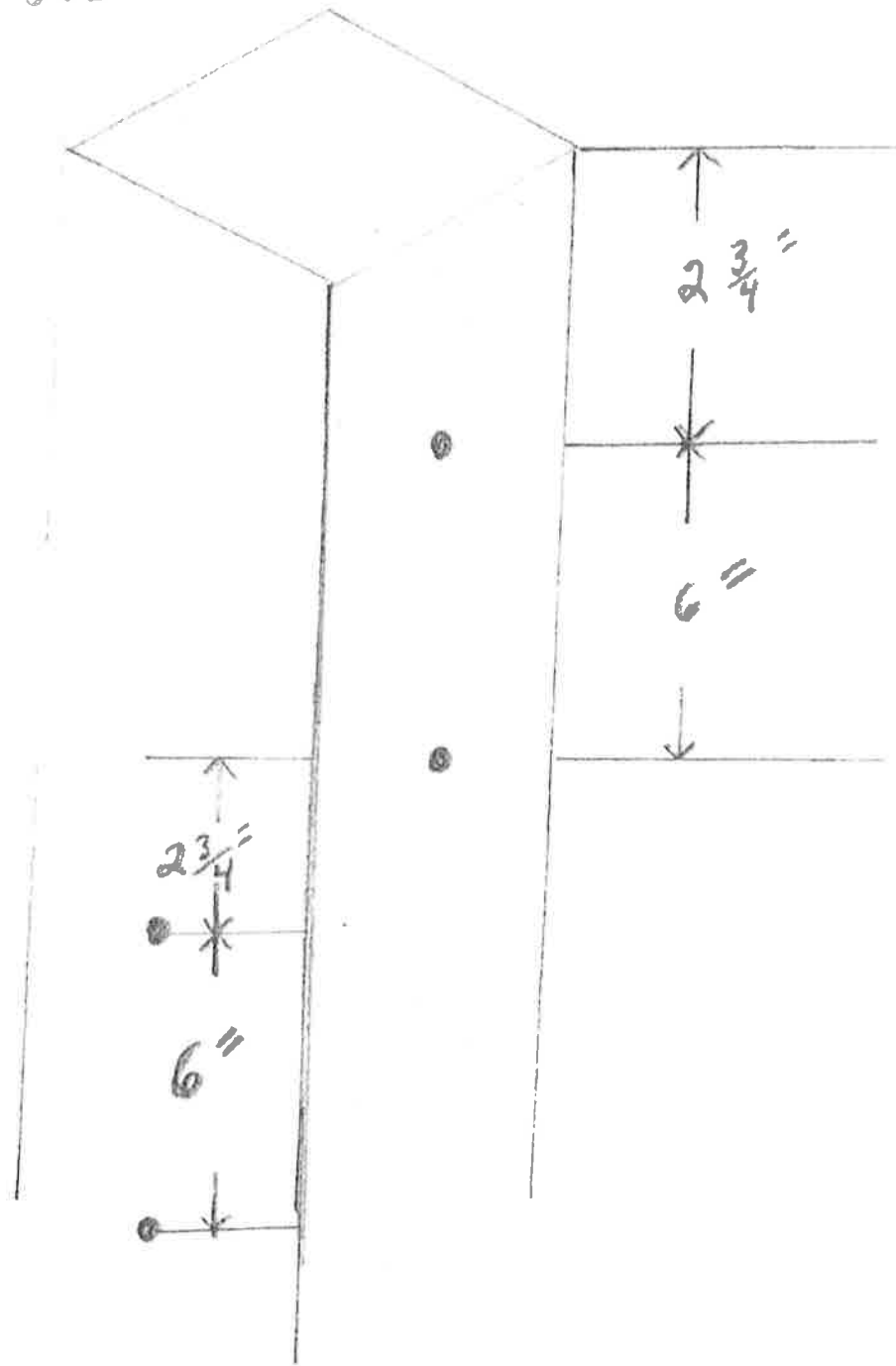
- (1) Drawings are attached, showing the 10' and 12' square street marker posts. These posts have holes penetrating both sides, and should be galvanized after the holes are drilled.
- (2) U-channel posts shall have 3/8" diameter holes on 1" centers beginning 1" from the top and running the full length.
- (3) Galvanized U-channel posts shall be galvanized to ASTM A-123 standards.
- (4) Green-painted U-channel posts shall be painted with green alkyd resin gloss enamel, baked-on or hot-dipped.

Galvanized  
Square Post

2" x 2" x 10'

16 gauge  
.065

$\frac{3}{8}$ " holes



10 foot street marker Post

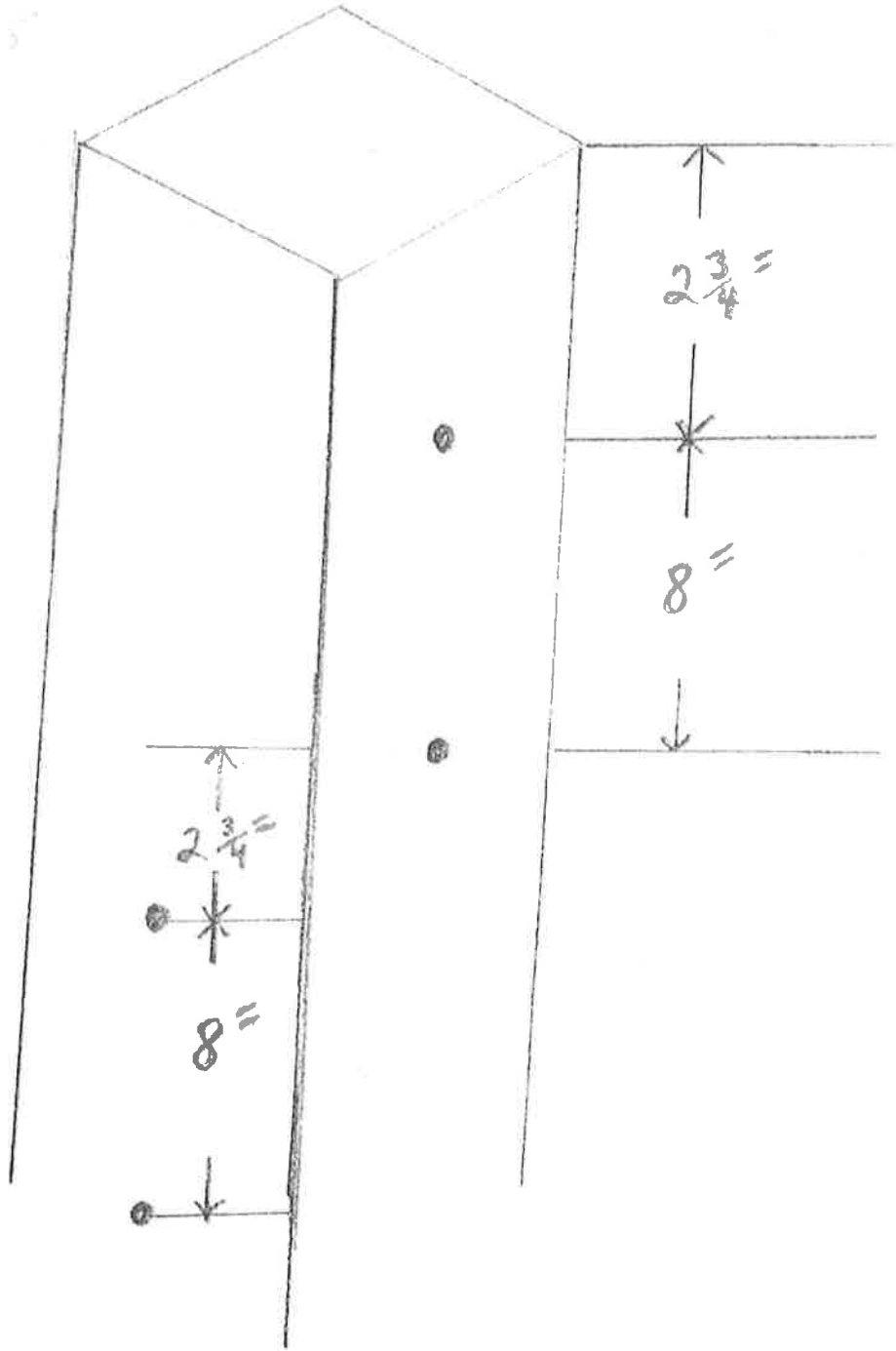
Galvanized  
Square Post

2" x 2" x 12'

16 gauge

205

$\frac{3}{8}$ " holes



12 foot Street marker Post