Last saved on 10/17/2017 11:49 AM

TUESDAY, OCTOBER 17, 2017 CITY COUNCIL AGENDA 6:00 PM

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

"<u>Honoring YFD Retiree Kenneth Simpson</u>" By Lurone Jennings, YFD Administrator

V. <u>Ordinances – Final Reading:</u>

PLANNING

- a. 2017-117 Cornerstone Construction of Chattanooga, LLC (R-5 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 206 Aster Avenue, more particularly described herein, from R-5 Residential Zone to R-2 Residential Zone. (District 1) (Recommended for approval by Planning and recommended for denial by Staff)
- b. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Articles II, III, V, and VI, relating to Height and Area Exceptions and other Special Exceptions to provide for the use of Small Scale Alternative Energy Systems.
- c. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article XVI, Division 7, Urban Edge, Section 38-727, E-RD, Residential Detached Zone to add a designation of RD-3 to the list of E-RD Zones and amend Height and Mass Regulation.

VI. <u>Ordinances – First Reading:</u>

PLANNING

a. 2017-086 Tony Hill (Lift and Amend Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift Condition Nos. #2 and #4 and amend Condition Nos. #1 and #3 of Ordinance No. 9582 on property located at 4527 Hixson Pike, more particularly described herein, subject to certain conditions. (District 2) (Recommended for approval by Planning and recommended for denial by Staff) (Deferred from 10/10/17)

VII. Resolutions:

ECONOMIC AND COMMUNITY DEVELOPMENT

a. A resolution authorizing the Mayor to enter into a Lease Agreement with Brian M. Cotter, in substantially the form attached, for a house located at 324 Bass Road, known as the Brown Acres Rental House, in consideration of \$800.00 per month and the providing of security services at Brown Acres and Brainerd Golf Courses, for a term of two (2) years, with an option to renew for two (2) additional one (1) year terms. (District 6)

GENERAL GOVERNMENT

- b. A resolution urging public higher education institutions in the Chattanooga area to opt-out of the State facilities management contract. (Sponsored by Councilwoman Coonrod and Councilman Gilbert)
- c. A resolution to make certain findings relating to the Bayberry Apartments Development (Alco Woodlawn Partners, LP), to delegate certain authority to the Health, Educational, and Housing Facility Board, and to authorize the Mayor to enter into and execute an Agreement for Payments in Lieu of Ad Valorem Taxes.
- d. A resolution authorizing the waiver of fees for the East Lake Neighborhood Association Green Spaces event at East Lake Park on Saturday, October 21, 2017, in the amount of \$227.50. (District 7)

HUMAN RESOURCES

e. A resolution authorizing the appointments of Keith Martin, Michael Glenn, Matthew Scott, Elizabeth Spaulding, Lebron Durham, Kenneth Fairchild, Austin Holland, Dallas Longwith, and Edward Robinson as special police officers (armed) for the Hamilton County Parks and Recreation to do special duties as prescribed herein, subject to certain conditions. (Deferred from 10/03/17)

f. A resolution to amend Resolution No. 29191 to authorize the Director of Human Resources to enter into a blanket contract with OutSource Staffing, LLC and Msi Workforce for temporary employment services for a contract term of twelve (12) months with the option to renew for two (2) additional twelve (12) month periods, for an annual expenditure in the amount of \$1.8 million.

LEGAL

g. A resolution amending Resolution No. 29153 to add the law firms of Bass, Berry & Sims, Bill Killian, Esq., and Polsinelli PC and authorizing the Office of the City Attorney to engage said law firms for legal services in general litigation matters and corporate, transactional, intellectual property and administrative matters for the period of July 1, 2017 through June 30, 2018. (Revised)

MAYOR'S OFFICE

- h. A resolution to confirm the Mayor's appointments of Charlene Simmons and D. Bakari Wells and the re-appointments of E. Stephen Jett, John Bilderback, Jill Hindman, Bill Allen, Rev. Michael Feely, Ernest Hedgecorth, and John Lively to the Chattanooga Area Regional Transportation Board. (Revised)
- i. A resolution authorizing the acceptance of funds from other cities/municipalities, local non-profit agencies, and individuals to participate in the registration for the City of Chattanooga's Peak Academy Training Program.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- j. A resolution to amend Resolution No. 28446 for Norfolk Southern Railway Company relative to Contract No. S-09-008-802 for engineering and flagging services per the agreement, Activity No. 1200923, for an increased amount of \$58,660.58, for an amount not to exceed \$94,660.58. (District 7)
- k. A resolution to amend Resolution No. 28407 for Norfolk Southern Railway Company relative to Contract No. S-09-008 for engineering and flagging services per the agreement, Activity No. 1200922, for an increased amount of \$60,000.00, for an amount not to exceed \$96,000.00. (District 7)
- 1. A resolution authorizing the approval of Change Order No. 2 (Final) for Barge, Waggoner, Sumner & Cannon, Inc. for professional services relative to Contract No. R-14-010-101, "The Bell Site", for an increased amount of \$6,000.00, for a revised contract amount not to exceed \$138,652.00. (District 7)

Agenda for Tuesday, October 17, 2017 Page 4

Transportation

- m. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Shift Transit for operation of the Bike Chattanooga System on behalf of the City of Chattanooga for a three (3) year contract, with the option to renew for two (2) one (1) year periods, at no cost to the City.
- VIII. Purchases.
- IX. Other Business.
- X. Committee Reports.
- XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XIII. Adjournment.

TUESDAY, OCTOBER 24, 2017 CITY COUNCIL AGENDA 6:00 PM

- 1. Call to Order.
- 2. Pledge of Allegiance/Invocation (Councilman Mitchell).
- 3. Minute Approval.
- 4. Special Presentation.

PUBLIC HEARING - Annexation - Lookout Mountain Conservancy

PUBLIC HEARING - Deannexation - Institute of Health and Healing

5. **Ordinances – Final Reading:**

PLANNING

a. 2017-086 Tony Hill (Lift and Amend Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift Condition Nos. #2 and #4 and amend Condition Nos. #1 and #3 of Ordinance No. 9582 on property located at 4527 Hixson Pike, more particularly described herein, subject to certain conditions. (District 2) (Recommended for approval by Planning and recommended for denial by Staff)

6. <u>Ordinances – First Reading:</u>

PUBLIC WORKS AND TRANSPORTATION

Transportation

a. 2017-126 Henry Apartments, LLC (Abandonment). An ordinance closing and abandoning an unopened alley off the 500 block of Cherokee Boulevard, to allow for construction of a new apartment building, as detailed on the attached map, subject to certain conditions. (District 1) (Recommended for approval by Transportation)

7. **Resolutions:**

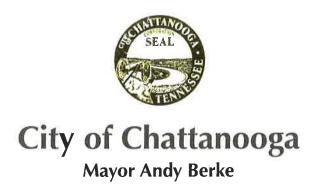
PUBLIC WORKS AND TRANSPORTATION

Public Works

- a. A resolution authorizing the award of Contract No. W-15-009-201 to Haren Construction Company, Inc. of Etowah, TN, MBWWTP Control Room Upgrades, a Consent Decree supported project, in the amount of \$1,564,000.00, with a contingency amount of \$156,000.00, for an amount not to exceed \$1,720,000.00. (District 1) (Consent Decree)
- b. A resolution to approve the Administrator for the Department of Public Works to accept a donation of approximately three hundred fifty (350) pallets of rock from Sequatchie Concrete to be used on various projects in the City-Wide Services operations and other future design projects for the City.
- 8. Purchases.
- 9. Other Business.
 - a) City Attorney Report
- 10. Committee Reports.
- 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- 12. Adjournment.

Proposed City Council Purchases 10-17-17

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
PO535886 Public Works	Blanket Contract Renewal for Joy Compressor Parts, Repair, Recondition and Replacement Services-Waste Resources Division	10	1	Centrifugal Technologies Inc. 330 Centech Dr. Hickory, KY 42051	Estimated \$100,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO535886 for Joy Compressor Parts, Repair, Recondition and Replacement Services-Waste Resources Division. The original invitation to bid was sent to 10 vendors as well as formally advertised. Bids were received from one vendor. City Ordinance 10913 allowed the award of the contract to Centrifugal Technologies, Inc. based upon receipt of only "one" bid after the requirement has been rebid.
R160915 Public Works	Purchase of Recycle Containers-Public Works City Wide Services	8 5 6		Wastequip LLC 841 Meacham Rd. Statesville, NC 28677	\$32,697.60	General Fund	Purchase of Recycle Containers-Public Works City Wide Services. This purchase is from NJPA Contract Number 060612-WQI. TCA 6-56- 304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
PO541995 Public Works	Increase of Authorized Expenditure on Blanket Contract for Uniforms-Public Works City Wide Services	3#5		Cintas Corporation 2131 Polymer Dr. Chattanooga, TN 37421	New Total Estimated \$30,162.50 Annually	General Fund	Increase of \$12,000 to Blanket PO541995 for Uniforms-Public Works-City Services. This change order is necessary due to additional uniforms being ordered for 210 City Wide Services employees.
R160073 Public Works	New Blanket Contract for Supply and Delivery of Liquid Ferric Chloride-Waste Resources Division	8	2	PVS Technologies, Inc. 10900 Harper Ave. Detroit, Michigan 48213	Estimated \$300,000 Annually	Interceptor Sewer Operations	New Blanket Contract for Supply and Delivery of Liquid Ferric Chloride-Waste Resources Division. The new contract will be a period of twelve (12) months with two (2) renewal options. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. PVS Technologies, Inc. was the lowest and best bid meeting specifications.
R159624 Economic and Community Development	Renewal of Subscription to Accela-Citizen Access	Ref	¥	Accela, Inc. 4375 Solutions Center Chicago, IL 60677	\$155,195.29	General Fund	Renewal of Subscription to Accela-Citizen Access. This sole source purchase is required to support the proprietary Accela Permit System Software utilized by the Land Development Division. TCA 6-56-304.2 allows for this sole source purchase exempted from the usual advertising and bidding requirements.



October 12, 2017

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

Subject: 535886 – Blanket Contract Renewal: Joy Compressor Parts, Repair, Recondition and Replacement Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Joy Compressor Parts, Repair, Recondition and Replacement Services for the Waste Resources Division of the Public Works Department. This blanket contract with Centrifugal Technologies Inc. started in December 2015 and to date has provided \$133,629 of service for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$100,000 per year.

The original invitation to bid was sent to ten (10) vendors as well as formally advertised. One (1) response was received, from Centrifugal Technologies Inc. A copy of the bid is retained on file and available for review in the Purchasing Office upon request.

I recommend renewing this blanket contract with Centrifugal Technologies Inc., 330 Centech Drive, Hickory, KY 42051 for a one (1) year term through December 2018. There are no remaining options for contract renewal beyond 2018.

unio le boduserd

Respectfully yours,

Bonnie Woodward Director of Purchasing

Purchase Order BLANKET

Page 1 of 3 Printed: 10/12/2017



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

Vendor Number: Vendor Alternate ID: 152055 E Centrifugal Technologies Inc N PO Box 1028 D Mayfield, KY 42066 0 R S H P T 0

Purchase Order Number 535886

PO Date: 30-NOV-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate

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

Accounts Payable Division City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C

Requestor		Requisit	ion Number	Bld Number
Line Nbr Item ID • Item Description	Quantity	Unit	Unit Price	Total

Requisition No.: 123351

Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233

DESCRIPTION:

This shall be a twelve (12) month blanket contract for Joy Compressor Parts, Repair, Recondition and Replacement Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.

The bid submitted by Centrifugal Technologies, Inc. dated 10-22-15 is hereby made a part of this contract.

Payment Terms: Net 30 days

Delivery Terms: As Needed

PRICE ESCALATION CLAUSE:

All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is

APPROVED BY CITY COUNCIL ON NOVEMBER 24, 2015

CONTRACT BEGINNING/ENDING DATES:

12-1-2015 TO 12-1-2016

Vendor Contact: Sherrie Hansen

Phone: 800-515-1160 Fax: 270-856-4310

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 reprose to the bid or quotation; and (4) terms and conditions estorate his direction of the conditions are the provided 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

Page 2 of 3 Printed: 10/12/2017



0

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

Vendor Number:
Vendor Alternate ID: 152055

Centrifugal Technologies Inc
PO Box 1028
Mayfield, KY 42066

S
H
P
T

535886
PO Date: 30-NOV-15

Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Purchase Order Number

N Ac V Cit O 10 Ch

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

	Requestor		Requisit	ion Number	Bid Number
ine Nbr	Item ID - Item Description Labor, Service Technician at vendors' shop	Quantity 0.00	Unit Hour	Unit Price \$ 75.0000	Total \$ 0.00
2	Labor, Service Technician, overtime	0.00	Hour	\$ 225.0000	\$ 0.00
3	Labor, Service Technician, overtime / Holiday	0.00	Hour	\$ 225.0000	\$ 0.0
4	Labor, Field Service at MBWWTP	0.00	Hour	\$ 150.0000	\$ 0,0
5	Labor, Field Service, overtime	0.00	Hour	\$ 225.0000	\$ 0.0
6	Labor, Field Service, overtime / Holiday	0.00	Hour	\$ 225.0000	\$ 0.0
7	Repair parts and material, 25 percent markup	0.00	Each	\$ 1.0000	\$ 0.0
8	Replacement parts, 25 percent markup	0.00	Each	\$ 1.0000	\$ 0.0
9	Unanticipated / Unexpected Services	0.00	Each	\$ 1.0000	\$ 0.0

TOTAL: \$.00

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooge and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooge 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.



Geoffrey Hipp <ghipp@chattanooga.gov>

Re: Centrifugal Technologies - 2017 - 2018 Contract

1 message

Jim Spence <jspence@chattanooga.gov>

Thu, Oct 12, 2017 at 9:25 AM

To: Randy Taylor <rdtaylor@chattanooga.gov>

Cc: Geoffrey Hipp <ghipp@chattanooga.gov>, Mary McCarthy <mmccarthy@chattanooga.gov>

If the increase is from 25% to 30% on parts then we are okay with that and would like to renew please.

On Thursday, October 12, 2017, Randy Taylor <rdtaylor@chattanooga.gov> wrote: Ok, thanks.

On Thu, Oct 12, 2017 at 7:30 AM Geoffrey Hipp <ghipp@chattanooga.gov> wrote:

You were right. The price increase is not across the board. Only the markup on repair parts and replacement parts increases from the current 25% to 30%.

Good catch!

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

From: Sherrie Hansen <shansen@cen-tech-inc.com>

Date: Wed, Oct 11, 2017 at 5:49 PM

Subject: RE: Centrifugal Technologies - 2017 - 2018 Contract

To: Geoffrey Hipp <ghipp@chattanooga.gov>

Cc: mpenland@cen-tech-inc.com

Yes that is what we are proposing.

Thank you

Sherrie Hansen

Southeast Customer Service Manager

Centrifugal Technologies, Inc.

330 Centech Drive

Hickory, KY 42051

Office/Toll Free: 800-515-1160

Cell: 270-705-4072

Email: shansen@cen-tech-inc.com

Website: www.cen-tech-inc.com



City of Chattanooga

Mayor Andy Berke

October 5, 2017

Centrifugal Technologies Inc. Attn: Sherrie Hansen 330 Centech Drive Hickory, KY 42051

Subject: PO 535886 - Joy Compressor Parts, Repair, Recondition and Replacement Services - Waste Resources Division - Public Works Department

Dear Mr. Phillips:

The City of Chattanooga would like to exercise the option to renew contract 535886 as stated in the original contract for an additional twelve (12) months with 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 contract expiration date will be December 1, 2018.

Please render the appropriate signature below and return by e-mail or fax to 423-643-7244 or e-mail 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:

Sincerely,

Geoffrey Hipp, Buyer City of Chattanuoga Phone: (423) 643-7233

Fax: (423) 643-7244

e-mail: ghipp@chattanooga.gov

CHANGE ORDER □		MB ESTIMATE □	λΤΕ □	
ESTIMATE WO #			DATE:	
Description: PLEASE NOTE CTI is requesting an increase for Location: parts and repairs to 30% markup	Jesting an i	ncrease for	Location:	
Centrifugal Tech Inc PO 535886	Quantity	Unit	Unit Price Total	
es		Each	٠ \$; \$
Replacement Parts, 30% Markup		Each	, \$	\$
Repair Parts and Material, 30% Markup		Each	, \$, ,
Labor, Service Tech at vendor's shop (per hour)		Hour	\$ 75.00	, , , , , , , , , , , , , , , , , , ,
Labor, Field Service		Hour	\$ 150.00	 ⊹
Labor, Service Tech, OT/Holiday (per hour)		Hour	\$ 225.00	\$
Labor, Service Tech, OT (per hour)		Each	\$ 225.00	\$
Labor, Field Service, OT/Holiday (per hour)		Hour	\$ 225.00	
Labor, Field Service, OT (per hour)	,,,,,,	Hour	\$ 225.00	\$
TOTAL ESTIMATE:				, \$
***PARTIAL INVOICES WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL BY MAINTENANCE MANAGER (ispence@chattanooga.ggv)	OT BE ACCI ANAGER (Is	PTED WITH	OUT PRIOR	APPROVAL BY
Submitted by: Sherrie Hansen (Sherrie Hansen)	nerrie Hans	en)	Date: 10/10/2017	10/2017



October 11, 2017

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

Subject: Requisition No. 160915 - Recycle Containers - Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a contract for the purchase of Recycle Containers as needed by City Wide Services, Public Works Department.

This purchase is from NJPA State Contract 060612-WQI, to Wastequip, LLC. A copy of Wastequip, LLC's quote/contract is attached. The amount of this purchase will be \$32,697.60.

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

Respectfully yours,

Bonnic Woodward Purchasing Director

BW/dp

Attachments

Vendor Information: Wastequip LLC 841 Meacham Road Statesville, NC 28677





841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10055789

Sell To:

Contact Name

Gary Franks

Bill To Name

City of Chattanooga

Bill To

101 E 11th St Ste G13

Chattanooga, TN 37402-4247

USA

Email

gfranks@chattanooga.gov

Phone

(423) 643-6837

Mobile

(423) 619-2692

Ship To Name

City of Chattanooga

Ship To

3925 North Hawthorne St.

Chattanooga, TN 37406

United States

Customer Job Reference

NJPA Contract No. 060612-WQI

#304745 Chattanooga Regn. No: 304516 using

Quote Information

Salesperson

Tiffany Broady

Salesperson Email tbroady@wastequip.com

Salesperson Phone (704) 221-6210

Created Date

10/3/2017

Expiration Date

11/2/2017

Quote Number

WQ-10055789

Please Reference Quote Number on all

Purchase Orders

Model Product D	escription	Selected Option		Description	Quantity	Sales Price	Total Price
79296	296 - Toter 96 Gallon EVR II Nestable Cart-NJPA	(Existing) in WhiteWheels - 10in Sur	Blue on Both Sides ert - Read from Stree aburst lumber Hot Stamped y in White th Lid (down), Stop y Installed	t Body: S5954 Lid: S5957 Starting SN: MMYY0001	624.00	\$52.40	\$32,697.60
Payment Terms	Net 30 Days		Subtotal	\$32,697.60			
Shipping Terms	FOB Origin		Tax	\$0.00			
	-		Grand Total	\$32,697.60			

Additional Information

Additional Terms

Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your Order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10055789

nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document. Final tax calculations are subject to change.

Special Contract Information

NJPA-Pricing & Product offerings are based on the NJPA Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to NJPA approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures				
Accepted By:				
Company Name:		 		
Date:	<u> </u>	 		
Purchase Order:				

Please Reference Quote Number on all Purchase Orders

de 100

Home > Cooperative Purchasing > Contracts - Fleet > Waste & Recycling > Wastequip, LLC



TOTOF Enterently PIOHEEN MOMENTUD

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide ?

Vendor Contact Info

www.wastequip.com

Marya Jenkins Direct Phone: 800-424-0422 ext. MJenkins@wastequip.com

Wastequip, LLC

Contract Documentation(#041217-WQI)

Request for Proposal (RFP) Contract Acceptance & Award

Documentation of Competitive Solicitation Process

Evaluation Committee Comment & Review Proposal Opening Witness Page Proposal Evaluation Affidavit of Advertisement **Board Minutes**

ANJPA AWARDED

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

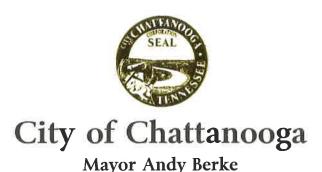
NJPA Contract #: 041217-WQL

Proposer's full legal name: Wastequip, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:	
NUPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CEGSTONSTURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
	Chad Coauette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)
Awarded on July 6, 2017	NJPA Contract # 041217-WQI
Vendor Authorized Signatures:	
The Vendor hereby accepts this Contract award, incl	uding all accepted exceptions and amendments.
Vendor Name Wastequip, LLC	
Authorized Signatory's Title CFO	***************************************
VENDOR AUTHORIZED SIGNATURE	Steve Klueg [NAME PRINTED OR TYPED]
Executed on July 8 , 2017	NJPA Contract # 041217-WQI



October 11, 2017

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

Subject: Blanket Contract No.541995 - Uniforms - Public Works Department/City Wide Services

Dear Mr. Holland:

Council approval is recommended to issue a Change Order to PO 541995, awarded to Cintas Corporation. The change order will increase the estimated annual expenditure amount from \$18,162.50 to \$30,162.50, due to additional uniforms being order for approximately 210 City Wide Services employees as now identified by the department.

This contract change with Public Works increases the total contract by \$12,000.00 and is necessary for the above reason.

Initial Contract Amount

\$ 18,162.50

(Council approval of Ordinance No. 12794

on January 7, 2014)

Change Order 1 Increase Amount

\$ 12,000.00

New Annual Expenditure Amount

l boxlusoro/

\$ 30,162.50

I recommend issuing this Change Order to increase the present contract amount by \$12,000.00. Public Works Department has requested and approved this change.

Respectfully yours,

Bonnie Woodward

Director of Purchasing

BW/dp

Purchase Order BLANKET

Page 1 of 3 Printed: 02/03/2017



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

V	Vendor Number: Vendor Alternate ID: 199057
E N D O R	Cintas Corporation No. 2 2131 Polymer Drive Chattanooga, TN 37421
S H	
H	
P	
P T O	
0	

PO Date: 03-FEB-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate

Purchase Order Number 541995

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

Accounts Payable Division City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C E

	Requestor		Requisit	ion Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No.: 144462 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge

Phone No.: (423) 643-7237

Items Being Purchased: Uniforms

PO Issued In Accordance With Cintas' Quote Dated 11/4/2016

This Shall Be A Twelve (12) Month Blanket Contract To Supply Uniforms. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein,

City Contact: Sharon Smith (423) 643-6846

Vendor Contact: Dan McGuffey (423) 296-6306 (423) 894-0253 (Fax)

Contract Date:

February 3, 2017 thru February 3, 2018

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

Page 2 of 3 Printed: 02/03/2017



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

VEZDOR	Vendor Number: Vendor Alternate ID: 199057 Cintas Corporation No. 2 2131 Polymer Drive Chattanooga, TN 37421
SHIPTO	

Purchase Order Number 541995

PO Date: 03-FEB-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate

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

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

1.5.W. / A	Requestor	Sign with	Requisiti	on Number	Bid Number
Line Nbr	Item ID - Item Description Uniform Pants, Industrial Style, Color Navy, Size: Up To 42 Waist	Quantity 0,00	Unit Each	Unit Price \$ 18.5000	Total \$ 0.00
2	Uniform Pants, Industrial Style, Color Navy, Size: Up To 50 Waist	0.00	Each	\$ 20,5000	\$ 0.00
3	Cargo Shorts, 100% Cotton, Sixe: Up to 50 Waist	0.00	Each	\$ 16.5000	\$ 0.00
4	Cargo Shorts, 100% Cotton, Sixe: Up to 60 Waist	0.00	Each	\$ 19,5000	\$ 0.00
5	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.0
6	Baseball Cap, Color Navy, Mesh, Adjustable For Size	0.00	Each	\$ 3,7500	\$ 0.0
7	Baseball Cap, Color Navy, Solid, Adjustable For Size	0.00	Each	\$ 3.5000	\$ 0.00
8	Uniform Pants, Industrial Style, Color Navy, Size: Up top 60 Waist	0,00	Each	\$ 20.5000	\$ 0.00
		5			

TOTAL: \$.00

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.

Bid Tabulation - Bid 304481/144462 Uniforms - Public Works/City Wide Services

34,846.00		18,492.25		18,162.50		19,790.00		18,759.50		13,740.00		Total	8
5,421.50	30.98	4,222.75	24.13	3,587.50	20.50	3,150.00	18.00	2,950.50	16.86	3,832.50	21.90	Each	∞
2,396.00	11.98	910.00	4.55	700.00	3.50	830.00	4.15	600.00	3.00	780.00	3.90	Each	7
2,396.00	11.98	910.00	4.55	750.00	3.75	900.00	4.50	600.00	3.00	780.00	3.90	Each	o
										F		Each	٥٦
7,770.00	44.40	4,025.00	23.00	3,412.50	19.50	4,760.00	27.20	5,706.75	32.61	0.00	0.00	Each	4
7,770.00	44.40	3,272.50	18.70	2,887.50	16.50	4,068.75	23.25	3,466.75	19.81	1,557.50	8.90	Each	ω
4,721.00	26.98	2,576.00	14.72	3,587.50	20.50	3,150.00	18.00	2,950.50	16.86	3,482.50	19.90	Each	2
4,371.00	24.98	2,576.00	14.72	327.50	18.50	2,931.25	16.75	2,485.00	14,20	3,307.50	18.90	Each	
Extended Price	Unit	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Unit	Item#
Custom Creative Design	Custom Cı	Summit Uniforms	Summit	ntas	Cinta	first	Unifirst	O. D. Taragin & Bros	O. D. Tara	Randall Promotions	Randall F	5	



City of Chattanooga

Mayor Andy Berke

October 9, 2017

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

Subject: 160073/304880 - Supply and Delivery of Liquid Ferric Chloride - Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for the Supply and Delivery of Liquid Ferric Chloride for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$300,000.

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

Bidders

PVS Technologies, Inc.

Kemira Water Solutions

I recommend awarding this blanket contract to PVS Technologies, Inc., 10900 Harper Ave., Detroit, MI 48213. PVS Technologies, Inc. offers the lowest and best bid which meets the specifications for the City of Chattanooga.

rolu and

Respectfully,

Bonnie Woodward

Director of Purchasing

Liquid Ferric Chloride	Kemira Water Solutions Unit Price	\$609.00			,				
RFQ#304880	PVS Technologies Unit Price	\$558.00							ANNUARY TO STATE AND ADDRESS A
Bid Tabulation -	Item # Item	1 Liquid Ferric Chloride							

Liquid Ferric Chloride – Requisition 16xxxx

Kemira Water Solutions 4321 W. 6th St. Lawrence, KS 66049

PVS Chemical Solutions 10900 Harper Ave. Detroit, MI 48213

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

Brenntag Mid-South 317 Wauhatchie Pike Chattanooga, TN 37419

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

Parchem 415 Huguenot Street New Rochelle, NY 10801

Spectrum Chemical Mfg. Corp. 769 Jersey Avenue New Brunswick, NJ 08901-3605

Ideal Chemical & Supply Co. 4025 Air Park Street Memphis, TN 38118

BID SOLICITATION



E

N

D

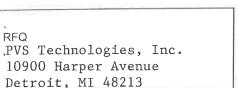
0

R

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



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

BID OPENING DATE AND TIME:

05-OCT-17 at 2:00 PM

BID NUMBER: 304880

0

BUYER:

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



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

Unit Price Total Quantity Unit Item Class-Item Requisition No.: 160073 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 This shall be a twelve (12) month blanket contract for the Supply and Delivery of Liquid Ferric Chloride 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. ATTACHMENTS: - Specifications - Insurance Requirements - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *** BIDS MUST BE RECEIVED NO LATER THAN *** 2:00 PM ON OCTOBER 5, 2017 ***** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304880) ON OUTSIDE PACKAGING ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. NOTE: 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. 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. PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: PVS Technologies, Inc. Company Name 10900 Harper Avenue, Detroit MI 48213 Phone/Toll-Free No. ___313-571-1100 313-571-6765 Fax No. bids@pvschemicals.com E-Mail Address Contact Person's Name __Craig Mikkelson Estimated Delivery 2-3 days

BID SOLICITATION



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

SEALED BIDS

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

V E RFQ N PVS Technologies, Inc. D 10900 Harper Avenue R Detroit, MI 48213

BID OPENING DATE AND TIME:

05-OCT-17 at 2:00 PM

BID NUMBER: 304880

BUYER:

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Vomen-Owned					

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

SIGNATURE:

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

TERMS OF PAYMENT: Zero Net 30 Days

TELEPHONE NUMBER: 313-571-1100

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

COMPANY: PNS Technologies, in

NAME AND TITLE: Craig Mikkelson/VP of Sales & Marketi

BID SOLICITATION



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

SEALED BIDS

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

V E RFQ N PVS Technologies, Inc. D 10900 Harper Avenue D Detroit, MI 48213

BID OPENING DATE AND TIME:

05-OCT-17 at 2:00 PM

BID NUMBER: 304880

BUYER:

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

_	
M	
Distance of the	
Α	City of Chattanooga
W - 1911	
THE PERSON	101 East 11th Street, Suite G13
	Chattanagaa TN 37402
	Chattanooga, TN 37402
I Clare	-
100	

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Supply and Delivery of Liquid Ferric Chloride per specifications	1	Ton	\$558.00	\$558.00
				-	
					C

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: Zero Net 30 Days

TELEPHONE NUMBER: 313-571-1100

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

COMPANY: _

SIGNATURE:

NAME AND TITLE: Craig Mikkelson/VP of Sales & Marketin

SPECIFICATIONS FOR SUPPLY AND DELIVERY ...OF

LIQUID FERRIC CHLORIDE

City of Chattanooga, Tennessee Moccasin Bend Wastewater Treatment Plant September 2017

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications includes the supply and delivery of liquid ferric chloride as specified herein for a period of twelve months with an option for two (2) additional 12 month periods. This product will be used for pre-conditioning of sludge prior to de-watering in the City's filter press system. Exact quantities of the liquid ferric chloride are variable at this time due to the rotation of the dewatering processes.

1.2 BID PROPOSAL

The following information shall be submitted with all bids:

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

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 2 of 2

1.3 LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months after the receipt of a Purchase Order from the City of Chattanooga. The contract will have an option to renew for two (2) additional twelve month periods at the same or lower prices.

2.0 PRODUCTS

2.1 PRODUCT DESCRIPTION

The product specified herein is described as follows:

- a. Product Name Liquid Ferric Chloride (Drinking Water Grade)
- b. Chemical Name & Synonyms Iron Chloride Solution
- c. CAS Registry Number 7705-08-0
- d. DOT Proper Shipping Name Ferric Chloride Solution
- e. DOT Hazard Class and ID Number Corrosive Material, UN2582
- f. Clean Water Act Reportable Number RQ-1000 lbs (454 kg)

2.2 CHEMICAL ANALYSIS

The chemical analysis for the liquid ferric chloride as delivered shall meet the following minimum and maximum concentrations by weight:

	PARAMETER	CONCENTRATION
a.	Ferric Chloride (FeCl3)	33% to 43%*
b.	Ferrous Chloride (FeCl2)	0.75% maximum
c.	Free Acid as HCl	1.0% maximum
d.	Insoluble Matter	0.5% maximum

^{*}Concentration may be adjusted seasonally to avoid crystallization during transit.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 3 of 3

2.3 PHYSICAL PROPERTIES

The liquid ferric chloride shall have the following physical properties:

	PARAMETER	PROPERTY
a.	Appearance and Odor	Dark brown colored liquid, slight odor of iron/acid
b.	Specific Gravity	1.31-1.49
c.	Viscosity @ 44 degrees F	12.1 centipoise for 40% solution
d.	Solubility in Water	Complete
e.	Vapor Pressure	Negligible

3.0 EXECUTION

3.1 SHIPMENT OF PRODUCT

Shipments of liquid ferric chloride to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 3500 gallon rubber lined tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

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

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

3.2 DELIVERY OF PRODUCT

Prior to the first delivery, the contractor shall supply Moccasin Bend Wastewater Treatment Plant's Occupational Safety Specialist a written safety and spill response plan.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 4 of 4

Delivery shall be made on an "as needed" basis within twenty-four (24) hours of notice. Deliveries shall be accepted only between 7:00 a.m. and 5:00 p.m., Monday through Friday, except during emergencies.

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

3.3 UNLOADING OF PRODUCT

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

Unloading of product shall not be initiated until a City representative is present and any <u>required</u> sample collection is accomplished.

Vendor shall provide "catch" bucket at the point of hose connection from the truck to the City's loading station to contain any drips or spills.

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

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

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

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

3.4 PROVISION OF TANKER DURING STORAGE TANK DOWN TIME

Once per year Vendor shall be prepared to set up one tank truck on site to supply liquid ferric chloride when the City's storage tank is out of service (for cleaning). Vendor shall supply hoses and hose connections to the City's line in storage tank area. No separate payment will be made for this service.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 5 of 5

3.5 SAMPLING AND TESTING

3.5.1 – Sampling of Tank Trucks

Samples shall be taken on the plant site. Each sample shall consist of a one (1) liter (minimum) grab sampler per tank truck. This sample shall be collected by the driver from each tank truck prior to unloading. Split samples shall be furnished to the Vendor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number. Cleanup of any spillage during sample collection shall the responsibility of the driver of the truck.

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

3.5.2 – Testing

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

a. Ferric Chloride

% concentration

b. Acidity as HCl

% concentration

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

a. Ferrous Chloride

% concentration

b. Insoluble Matter

% concentration

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

a. Ferric Chloride

Eastman Kodak Method

b. Ferrous Chloride

AWWA B407-88

c. Acidity as HCl

AWWA B407-88

d. Insoluble Matter

AWWA B407-88

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

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

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 6 of 6

4.0 PAYMENT AND PENALTIES

4.1 PAYMENT

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

Net weight shall be based on the weight of product as tested by the plant laboratory and scale weight.

- 4.1.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.1.2. Invoice descriptions on transaction lines must match the wording of the Purchase Order and reference the corresponding transaction line. The Vendor shall not invoice the City for any item that is not specifically listed on the subsequent Purchase Order.
- 4.1.3. Invoices to the City shall reference the Moccasin Bend work order number and the first and last name of the City employee placing the order.
- 4.1.5. Invoices must list a valid e-mail address for billing questions and inquiries.
- 4.1.4. Invoices must be sent to the City on the Invoice Date.
- 4.1.5. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

And a copy sent to:

Moccasin Bend Wastewater Treatment Plant Attn: Inventory Coordinator 455 Moccasin Bend Road Chattanooga, TN 37405 mbacctspayable@chattanooga.gov SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID FERRIC CHLORIDE City of Chattanooga, Tennessee Page 7 of 7

4.2 PENALTIES

Any rail car load of liquid ferric chloride not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Vendor shall still be responsible for providing the product on twenty-four (24) hour notice.

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

Any tank truck of product failing to meet the specifications will result in further deliveries being curtailed from that rail car.

4.3 OTHER

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

REQUIREMENTS FOR INSURANCE COVERAGE

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
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, expect 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.

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.

· 1 1

(SIGNED)	Cangleller
(PRINTED NAME)	Craig Mikkelson
(BUSINESS NAME)	PVS Technologies, Inc.
(DATE)	September 26, 2017

For further information, please see website:

https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List_of_pers ons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

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 that 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 said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

- 5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
- 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

P. 211.000	
 (Signature of Contractor)	

Vice President of Sales & Marketing / PVS Technologies, Inc.

(Title and Name of Company)

September 26, 2017

(Date)



Safety Data Sheet

Item # 10244

Safety Data Sheet 0235

CONTROLLED

IF STAMPE

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name UN/ID No. Synonyms Recommended Use Uses advised against

Ferric Chloride Solution DWG Grade

UN2582

Iron (III) Chloride, Iron trichloride, FeCla

Water treatment chemical

Consumer uses: Private households (= general public = consumers).

Company Name PVS Technologies, Inc. 10900 Harper Ave. Detroit, MI 48213 (313) 571-1100

24 Hour Emergency Phone Number CHEMTREC 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

Acute toxicity - Oral	Category 4	-
Skin corrosion/irritation	Category 1	
Serious eye damage/eye irritation	Category 1	-

Emergency Overview

DANGER

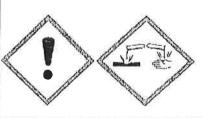
Hazard statements

Causes severe skin burns and eye damage

Harmful if swallowed

Physical hazards Corrosive

May be corrosive to metals



Precautionary statements

Prevention

Response

Storage

Disposal

· Wear eye/face protection

Wear protective gloves/protective clothing/eye protection/face protection

· Do not breathe dust/fume/gas/mist/vapors/spray · Do not eat, drink or smoke when using this product

· Wash face, hands and any exposed skin thoroughly after handling

· Immediately call a POISON CENTER or doctor/physician

· Specific treatment (see section 4 on this Safety Data Sheet)

· Store in a secure area

· Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified

(HNOC)

None known.

Other Information

Other hazards

- Toxic to aquatic life with long lasting effects
- · Toxic to aquatic life

Unknown Acute Toxicity

0.85% of the mixture consists of ingredient(s) of unknown toxicity

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	EC No.	Weight-% *
Water	7732-18-5	231-791-2	55-69
Iron trichloride	7705-08-0	231-729-4	31-45
Hydrogen chloride	7647-01-0	231-595-7	0.0-1.0
Ferrous chloride	7758-94-3	231-843-4	0.0-0.7

^{*}The exact percentage (concentration) of composition has been withheld as a trade secret.

1	티	D	ST	AID	MEA	91	IRES
· .	FI	$\Gamma \setminus V$		MILL	IVICA	וה	ומחאו

General advice

· Immediate medical attention is required

Eye contact

• Immediate medical attention is required

• Immediately flush with plenty of water. After initial flushing, remove any contact lenses and

continue flushing for at least 15 minutes
• Do not rub affected area

Skin Contact

· Immediate medical attention is required

· Wash off immediately with soap and plenty of water while removing all contaminated

clothes and shoes

· Wash contaminated clothing before reuse

Inhalation

· Call a physician or poison control center immediately

· Remove to fresh air

· If not breathing, give artificial respiration

If breathing is difficult, give oxygen

Ingestion

· Call a physician or poison control center immediately

Do NOT induce vomiting

Rinse mouth

• Drink 4 to 8 ounces (120-240 ml) of water or milk as soon as possible after ingestion.

· Never give anything by mouth to an unconscious person

Note to physician

Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxla from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure. Treat symptomatically.

Self-protection for first aid personnel

Use personal protective equipment as required. Avoid contact with skin, eyes or clothing.

5. FIRE-FIGHTING MEASURES

Sultable extinguishing media

Dry chemical, CO2, water spray or alcohol-resistant foam

Use extinguishing measures that are appropriate to local circumstances and the

surrounding environment

Unsultable extinguishing media

· Caution: Use of water spray when fighting fire may be inefficient

· Do not use a solid water stream as it may scatter and spread fire

Specific hazards arising from the chemical

• The product causes burns of eyes, skin and mucous membranes

Thermal decomposition can lead to release of irritating and toxic gases and vapors

· In the event of fire and/or explosion, do not breathe fumes

Protective equipment and precautions for firefighters

· Wear a self-contained breathing apparatus and chemical protective clothing

Flammable properties Explosive properties

No information availableNo information available

6. ACCIDENTAL RELEASE MEASURES

Personal precautions

- · Evacuate personnel to safe areas
- Use personal protective equipment as required
 Avoid contact with skin, eyes or clothing
 Keep people away from and upwind of spill/leak

Environmental precautions

- For small spills, absorb material with clay absorbent or other compatible material.
 Dispose of the waste material according to local, state and governmental requirements.
 For large spills, contain the material using barriers of absorbent pigs, clay absorbent or
- earth dams.

 US regulations require reporting spills of this material that could reach any surface waters.
- The toll-free phone number for the US Coast Guard National Response Center is 1-800-424-8802

Methods for cleaning up

- · Neutralize with soda ash or lime
- Take up mechanically, placing in appropriate containers for disposal
- Clean contaminated surface thoroughly
 Soak up with inert absorbent material

Other Information

• Spills exceeding the Reportable Quantity (RQ) of 1000 pounds or more must be reported to the National Response Center, (800) 424-8802.

7. HANDLING AND STORAGE

Advice on safe handling

- · Use personal protective equipment as required
- · Avoid contact with skin, eyes or clothing
- Ensure adequate ventilation, especially in confined areas
- · In case of insufficient ventilation, wear suitable respiratory equipment
- · Use only with adequate ventilation and in closed systems

Storage Conditions

- · Keep container tightly closed in a dry and well-ventilated place
- Keep out of the reach of children
- Keep containers tightly closed in a dry, cool and well-ventilated place
- Keep in properly labeled containers

Incompatible materials

Incompatible with strong acids and bases, oxidizers, steel, and most metals

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Iron trichioride 7705-08-0	TWA: 1 mg/m³ Fe	•	TWA: 1 mg/m³ Fe
Hydrogen chloride 7647-01-0	Celling: 2 ppm	Ceiling: 5 ppm Ceiling: 7 mg/m³	IDLH: 50 ppm Ceillng: 5 ppm Ceiling: 7 mg/m³
Ferrous chloride 7758-94-3	TWA: 1 mg/m³ Fe	(vacated) TWA: 1 mg/m³ Fe	TWA: 1 mg/m³ Fe

Exposure Guldelines

Engineering Controls

Ensure adequate ventilation, especially in confined areas.

Individual protection measures, such as personal protective equipment

Respiratory protection

• A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant the use of a respirator.

Item # 10244 Ferric Chloride Solution DWG Grade

Eye/Face protection

Tight sealing safety goggles

· Face protection shield

Skin and body protection

· Wear suitable protective clothing

· Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls,

as appropriate, to prevent skin contact

General Hygiene Considerations

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

· Wash contaminated clothing before reuse

· Contaminated work clothing should not be allowed out of the workplace · Regular cleaning of equipment, work area and clothing is recommended

· Avoid contact with skin, eyes or clothing

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state

Appearance

Color Odor

Odor threshold

Liquid

Values

<2

Property

рН

Melting point/Freezing Point Bolling point / boiling range

Flash point

Evaporation rate

Flammability (solid, gas)

Flammability Limit in Air

Upper flammability limit (%) Lower flammability limit (%):

Vapor pressure Vapor density Specific Gravity

Water solubility

Solubility in other solvents Partition coefficient

Autolgnition temperature Decomposition temperature

Kinematic viscosity Dynamic viscosity

Explosive properties Oxidizing properties

Softening point °C

Molecular weight VOC Content (%) Density

Bulk density

Clear to slightly hazy

Red brown

Slight Iron acidic

No information available

Remarks • Method

n-Butyl acetate =1

Not flammable

negligible

-26 °C / -15 °F

110 °C / 230 °F No Information available

<1

No information available

No information available No information available

No information available No information available

Miscible in water No information available

No information available No information available No information available No information available

No information available No information available No information available

Other Information

No information available No information available No information available No information available

11.7 Pounds per gallon (lb/gal), Typical

10. STABILITY AND REACTIVITY

Stability

· Stable under recommended storage conditions

Conditions to avoid

· Exposure to air or moisture over prolonged periods

Incompatible materials

· Incompatible with strong acids and bases, oxidizers, steel, and most metals

Hazardous Decomposition Products • Thermal decomposition can lead to release of irritating and toxic gases and vapors

Possibility of Hazardous Reactions · None under normal processing and storage

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Principle Routes of Exposure

Inhalation

Ingestion Skin Contact Eye contact

Inhalation Skin Contact Eye contact

May cause Irritation of respiratory tract. Avoid breathing vapors or mists. May cause adverse kidney effects. May cause adverse liver effects.

Contact causes severe skin irritation and possible burns.

Corrosive to the eyes and may cause severe damage including blindness.

Chemical Name	Oral LD60	Dermal LD50	Inhalation LC50
Iron trichloride 7705-08-0	= 450 mg/kg (Rat)	>2000 mg/kg (rat)	
Hydrogen chloride 7647-01-0	= 700 mg/kg (Rat)	> 5010 mg/kg (Rabbit)	= 3124 ppm (Rat) 1 h
Ferrous chloride 7758-94-3	450	*	*

Information on toxicological effects

Symptoms

Vomiting, Hypoxemia (reduced O2 in the blood), Metabolic Acidosis

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization

Germ cell mutagenicity Carcinogenicity

No information available.

No information available. No information available.

Chemical Name	ACGIH	IARC	NTP	OSHA
Hydrogen chloride	9 <u>*</u> 2	Group 3	*	
7647-01-0		James and the second of the se		

Reproductive toxicity

STOT - single exposure

STOT - repeated exposure

Chronic toxicity

No information available.

No Information available. No information available.

Chronic exposure to corrosive fumes/gases may cause erosion of the teeth followed by jaw necrosis. Bronchial irritation with chronic cough and frequent attacks of pneumonia are

common. Gastrointestinal disturbances may also be seen. Avoid repeated exposure.

20.26: 96 h Lepomis macrochirus

mg/L LC50 semi-static

mg/L EC50 Static

Possible risk of irreversible effects. May cause adverse liver effects.

Target Organ Effects Asplration hazard

Eyes, GastroIntestinal tract (GI), Liver, Respiratory system, Skin.

No information available.

Numerical measures of toxicity - Product Information

Unknown Acute Toxicity

0.85% of the mixture consists of ingredient(s) of unknown toxicity

The following values are calculated based on chapter 3.1 of the GHS document . mg/kg

12. ECOLOGICAL INFORMATION

Ecotoxicity

Toxic to aquatic life with long lasting effects

0.85% of the mixture consists of components(s) of unknown hazards to the aquatic environment Chemical Name Algae/aquatic plants Fish Crustacea Iron Irichloride 27.9: 48 h Daphnia magna mg/L 20.95 - 22.56: 96 h Pimephales 7705-08-0 promelas mg/L LC50 semi-static EC50 9.6: 48 h Daphnia magna

Persistence and degradability Bioaccumulation

No information available. No information available

Chemical Name	Partition coefficient
Iron trichloride	-4
7705-08-0	

Other adverse effects

No information available

13. DISPOSAL CONSIDERATIONS

Disposal of wastes

This material, as supplied, is a hazardous waste according to federal regulations (40 CFR

261)

Contaminated packaging

· Do not reuse container

US EPA Waste Number

· D002

This product contains one or more substances that are listed with the State of California as a hazardous waste.

Chemical Name	California Hazardous Waste Status
Iron trichloride	Toxic
7705-08-0	Corrosive

14. TRANSPORT INFORMATION

Proper shipping name

FERRIC CHLORIDE, SOLUTION

Hazard Class

UN/ID No.

UN2582

Packing Group

 Π

RQ (lbs)(dry)

1000

RQ as Is (Ibs)(wet)

2222 (45% Ferric Chloride)

Description

UN2582, Ferric chloride, solution, 8, III

Special Provisions

B15, IB3, T4, TP1

Emergency Response Gulde Number

154

IATA

UN/ID No.

UN2582

Proper shipping name

FERRIC CHLORIDE SOLUTION

Hazard Class Packing Group

ERG Code

111 8L

Special Provisions

АЗ

IMDG

UN/ID No.

UN2582

Proper shipping name

FERRIC CHLORIDE, SOLUTION

Hazard Class Packing Group

Ш

EmS-No.

Special Provisions

F-A, S-B 223

15. REGULATORY INFORMATION

US Federal Regulations

SARA 311/312 Hazard Categories

Acute health hazard Yes Chronic Health Hazard Yes Fire hazard No Sudden release of pressure hazard No Reactive Hazard No

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122,21 and 40 CFR 122,42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Iron trichloride 7705-08-0	1000 lb	8	2.0	X
Hydrogen chloride 7647-01-0	5000 lb			X
Ferrous chloride 7758-94-3	100 lb	F		Х

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	RQ (lbs)(dry)
Iron trichloride 7705-08-0	1000 lb	*	RQ 1000 lb final RQ RQ 454 kg final RQ
Hydrogen chloride 7647-01-0	5000 lb	5000 lb	RQ 5000 lb final RQ RQ 2270 kg final RQ
Ferrous chloride 7758-94-3	100 lb	Œ	RQ 100 lb final RQ RQ 45.4 kg final RQ

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know

Regulations

Chemical Name	New Jorsey	Massachusetts	Pennsylvania
Iron Irichloride 7705-08-0	X	X	×
Ferrous chloride 7758-94-3	X	X	X

Chemical Name	U.S DEA - List I or Precursor Chemicals	U.S DEA - List II or Essential Chemicals
Hydrogen chlorlde 7647-01-0		50 gallon, Export Volume 27 kg, Export Weight
		0 kg, Domestic Sales Weight

International Inventories

TSCA Complies DSL/NDSL Complies EINECS/ELINCS Complies **ENCS** Does not comply **IECSC** Complies KECL Complies PICCS Complies

Legend:

AICS

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

Complies

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

16. OTHER INFORMATION

Item # 10244 Ferric Chloride Solution DWG Grade

NFPA Health hazards 3 Flammability 0 Instability 0 Physical and Chemical Properties HMIS Health hazards 3 Flammability 0 Physical hazards 0 Personal protection D

 Item #
 10244

 Safety Data Sheet
 0235

 RevIsion Date
 Mar-15-2015

 Issue Date
 Mar-15-2015

 Version
 1

Revision Note *** Updated value on SDS.

Disclaimer

All information, statements, data, advice, and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping, and transportation (collectively referred to herein as "information") are believed to be accurate, reliable, and based on reliable industry and regulatory references. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. The Company providing this SDS is not engaged in the business of providing technical, operational, engineering, or safety information for a fee, and therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. The Company providing this SDS shall not be responsible or liable for the use, application, or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion of such persons, their employees, advisors, and agents. This safety data sheet (SDS) is offered for your information, consideration, and investigation as required by federal hazardous products act and related legislation.

End of Safety Data Sheet



Liquid Ferric Chloride - Drinking Water Grade

PVS Technologies Liquid Ferric Chloride is a concentrated solution of Iron III Chloride (FeCl₃) in water. It is manufactured from 100% high purity raw materials.

Principal Uses

Potable Water Treatment

- Turbidity reduction
- Color elimination
- Enhanced coagulation, NOM and DBP precursor removal
- Softening solids sedimentation
- Lead control through a wide pH application range
- Sludge reduction
- Filter conditioning
- Arsenic Removal

Wastewater Treatment

- Phosphate precipitation and removal
- Enhanced sedimentation
- Dewatering of all types of sludge streams
- · Polymer flocculant enhancement
- Sulfide based odor elimination
- Struvite control

Specifications	
Appearance:	A dark red/brown liquid
Concentrations:	The state of the s
FeCl ₃	37% - 42%
FeCl₂	0.75% maximum
Free Acid as HCI	1.0% maximum Drinking Water Grade
Insolubles	0.008% (80 ppm) maximum
Radionuclides	None
Specific gravity:	1,38 - 1,49
Viscosity:	12.1 centipoises for a 40% solution
Crystallization:	37% FeCl ₃ (- 15°F); 40% FeCl ₃ (10°F)
AWWA Certification:	B407-12
ANSI/NSF Standard 60 Certification:	Maximum use level - 250 ppm as solution
CAS No.:	7705-08-0
UN Classification:	UN2582, Ferric Chloride Solution
	SQC data available on request

Document Number: TAFU017	Page 1 of 2	Revision No.:	Revision Date: 08/16/2016
			00/10/2010



Delivery

This product is available for shipping via the following options: 55 gallon drums 300 gallon totes 4,000 & 8,000 gallon tank trucks 17,000 gallon railcars

Product Availability

Throughout North America - 8,000 gallon tankers only available in Michigan.

Handling & Safety

Ferric Chloride is considered to be hazardous by definition of the Hazard Communication Standard (29 CFR 1910.1200) and should be handled in a manner that is consistent with acceptable practices. Please obtain the Ferric Chloride Safety Data Sheet for complete up-to-date information.

Under normal situations the only protective equipment required in the use and handling of Liquid Ferric Chloride are splash proof chemical goggles and rubber gloves. Liquid Ferric Chloride will stain both clothing and skin and it is recommended that, to protect against this occurrence, other protect clothing be worn as is appropriate.

Ferric Chloride reacts with many metals. However, most handling situations are reliably addressed through the use of common plastic materials such as FRP, PVC, Polyethylene, Polypropylene and Teflon. For additional information, please consult your equipment supplier.

For additional information call: 313 571-1100 To place an order call: 800 337-7428

PVS Technologies - Serving Water and Wastewater Plants throughout the World

This bulletin and the information contained herein are offered solely for your consideration, investigation and verification. NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, ARE MADE OR CONTAINED HEREIN. PVS Technologies' exclusive responsibility for any claims, including claims based on negligence, arising in connection with the information contained herein or the subsequent purchase, use, storage or handling of the product will in no event exceed PVS Technologies' sale price for the product with respect to which damages are claimed. In no event will PVS Technologies be liable for any incidental or consequential damages arising in connection with the information contained herein or the subsequent purchase, use, storage or handling of the product. User accepts full responsibility for compliance with all applicable Federal, State and Local laws and regulations. Nothing contained herein will be construed to constitute permission or a recommendation to use the product in any process or formulation covered by a patent a patent application owned by PVS Technologies or by others.

Revision No.:	Revision Date: 08/16/2016
	Revision No.:



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday**, **September 19**, **2017** at 12:15 a.m. Eastern Time. Please <u>contact NSF International</u> to confirm the status of any Listing, report errors, or make suggestions.

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

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=3U690&Standard=060&

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

PVS Technologies

10900 Harper Avenue
Detroit, MI 48213
United States
313-571-1100
Visit this company's website
(http://www.pvschemicals.com)

Facility: Decatur, AL

Ferrous Chloride[1]

Trade DesignationProduct FunctionMax UseFerrous Chloride, SolutionOther250mg/LLiquid Ferrous ChlorideOther250mg/LLiquid Ferrous Chloride- DWGOther250mg/L

[1] This product may be used for chlorite removal.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Trinity, AL

Ferrous	Chloride[1]
---------	-------------

Trade Designation	Product Function	Max Use
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride- DWG	Coagulation & Flocculation	250mg/L

[1] This product may be used for chlorite removal.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Distribution Center - Henderson, CO

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	250mg/L

Polymer Blends[PY]

Trade Designation	Product Function	Max Use
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1050	Coagulation & Flocculation	160mg/L
Ferri+Plus 1075	Coagulation & Flocculation	107mg/L
Ferri+Plus 1100	Coagulation & Flocculation	8omg/L
Ferri+Plus 1125	Coagulation & Flocculation	64mg/L
Ferri+Plus 1150	Coagulation & Flocculation	53mg/L
Ferri+Plus 1200	Coagulation & Flocculation	40mg/L
Ferri+Plus 1300	Coagulation & Flocculation	27mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L

al

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Augusta, GA

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	250mg/L
(DWG)		

Facility: Distribution Center - Chicago, IL

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: Distribution Center - East St. Louis, IL

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Ferrous Chloride

Trade Designation	Product Function	Max Use
Ferrous Chloride	Coagulation & Flocculation	250mg/L
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark are NSF Certified.

Facility: Distribution Center - Louisville, KY

Ferric (Chlor	ide
----------	-------	-----

Trade Designation	Product Function	Max Use
Ferric Chloride DWG	Coagulation & Flocculation	125mg/L
Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	125mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	125mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	125mg/L

Facility: Distribution Center - 2 Baltimore, MD

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride-DWG	Coagulation & Flocculation	250mg/L

Facility: Detroit, MI

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	250mg/L
(DWG)		
Liquid Ferric Chloride LMG	Coagulation & Flocculation	250mg/L

Pol	lymer	Ble	ends	[PY	J
-----	-------	-----	------	-----	---

Trade Designation	Product Function	Max Use
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1025	Coagulation & Flocculation	250mg/L

Ferri+Plus 1050	Coagulation & Flocculation	160mg/L
Ferri+Plus 1075	Coagulation & Flocculation	107mg/L
Ferri+Plus 1100	Coagulation & Flocculation	8omg/L
Ferri+Plus 1125	Coagulation & Flocculation	64mg/L
Ferri+Plus 1150	Coagulation & Flocculation	53mg/L
Ferri+Plus 1200	Coagulation & Flocculation	40mg/L
Ferri+Plus 1300	Coagulation & Flocculation	27mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L
Ferri+Plus 2005	Coagulation & Flocculation	251mg/L
Ferri+Plus 2010	Coagulation & Flocculation	253mg/L
Ferri+Plus 2020	Coagulation & Flocculation	255mg/L
Ferri+Plus 2050	Coagulation & Flocculation	263mg/L
Ferri+Plus 2075	Coagulation & Flocculation	267mg/L
Ferri+Plus 2100	Coagulation & Flocculation	100mg/L
Ferri+Plus 2125	Coagulation & Flocculation	8omg/L
Ferri+Plus 2150	Coagulation & Flocculation	66mg/L
Ferri+Plus 2200	Coagulation & Flocculation	50mg/L
Ferri+Plus 2300	Coagulation & Flocculation	33mg/L
Ferri+Plus 2400	Coagulation & Flocculation	25mg/L
Ferri+Plus 3005	Coagulation & Flocculation	251mg/L
Ferri+Plus 3010	Coagulation & Flocculation	253mg/L
Ferri+Plus 3020	Coagulation & Flocculation	255mg/L
Ferri+Plus 3050	Coagulation & Flocculation	263mg/L
Ferri+Plus 3075	Coagulation & Flocculation	267mg/L
Ferri+Plus 3100	Coagulation & Flocculation	100mg/L
Ferri+Plus 3125	Coagulation & Flocculation	8omg/L
Ferri+Plus 3150	Coagulation & Flocculation	66mg/L
Ferri+Plus 3200	Coagulation & Flocculation	50mg/L
Ferri+Plus 3300	Coagulation & Flocculation	33mg/L
Ferri+Plus 3400	Coagulation & Flocculation	25mg/L
Ferri+Plus 4005	Coagulation & Flocculation	251mg/L
Ferri+Plus 4010	Coagulation & Flocculation	253mg/L
Ferri+Plus 4020	Coagulation & Flocculation	255mg/L
Ferri+Plus 4050	Coagulation & Flocculation	263mg/L
Ferri+Plus 4075	Coagulation & Flocculation	267mg/L
Ferri+Plus 4100	Coagulation & Flocculation	100mg/L
Ferri+Plus 4125	Coagulation & Flocculation	8omg/L
Ferri+Plus 4150	Coagulation & Flocculation	66mg/L
Ferri+Plus 4200	Coagulation & Flocculation	50mg/L
Ferri+Plus 4300	Coagulation & Flocculation	33mg/L
Ferri+Plus 4400	Coagulation & Flocculation	25mg/L
Ferri+Plus 5005	Coagulation & Flocculation	251mg/L
Ferri+Plus 5010	Coagulation & Flocculation	253mg/L
Ferri+Plus 5020	Coagulation & Flocculation	255mg/L

Listing Category Search Page NSF Interna	31
Coagulation & Flocculation	n

Ferri+Plus 5050	Coagulation & Flocculation	263mg/L
Ferri+Plus 5075	Coagulation & Flocculation	267mg/L
Ferri+Plus 5100	Coagulation & Flocculation	100mg/L
Ferri+Plus 5125	Coagulation & Flocculation	8omg/L
Ferri+Plus 5150	Coagulation & Flocculation	66mg/L
Ferri+Plus 5200	Coagulation & Flocculation	50mg/L
Ferri+Plus 5300	Coagulation & Flocculation	33mg/L
Ferri+Plus 5400	Coagulation & Flocculation	25mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Distribution Center - Lakeville, MN

Ferric Chloride

9/19/2017

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: Distribution Center - Syracuse, NY

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: Distribution Center - 1 Philadelphia, PA

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: Distribution Center - Fort Worth, TX

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: Houston, TX

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride LMG	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution DWG (LFCD)	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution EMD	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution LMG	Coagulation & Flocculation	250mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	250mg/L
(DWG)		

Facility: Distribution Center - Petersburg, VA

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility: New Martinsville, WV

Ferric Chloride

Trade Designation Product Function Max Use

		_		_		_
9/	14	n	m	a	4	~
91	- 1	33	//	u	- 2	-

1.1-41	0-1	0	D	LNOC	1-4	-
Listing	Category	Search	Page	INOL	mem	- 3

Coagulation & Flocculation	250mg/L
Coagulation & Flocculation	250mg/L
Coagulation & Flocculation	250mg/L
	Coagulation & Flocculation

(DWG)

Liquid Ferric Chloride LMG Coagulation & Flocculation 250mg/L

Polymer Blends[PY]

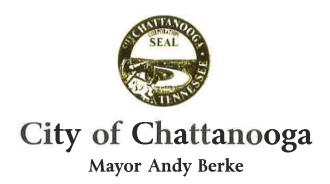
Trade Designation	Product Function	Max Use
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1025	Coagulation & Flocculation	250mg/L
Ferri+Plus 1050	Coagulation & Flocculation	160mg/L
Ferri+Plus 1075	Coagulation & Flocculation	107mg/L
Ferri+Plus 1100	Coagulation & Flocculation	80mg/L
Ferri+Plus 1125	Coagulation & Flocculation	64mg/L
Ferri+Plus 1150	Coagulation & Flocculation	53mg/L
Ferri+Plus 1200	Coagulation & Flocculation	40mg/L
Ferri+Plus 1300	Coagulation & Flocculation	27mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 146

Processing time was o seconds



October 4, 2017

Ms. Donna Williams, Administrator Economic and Community Development Department 101 East 11th Street, Suite 200 Chattanooga, TN 37402

Subject: Reg.

R159624 Renewal of Subscription to Accela – Citizen Access-Economic and Community

Development Department

Dear Ms. Williams:

Council approval is recommended for the annual renewal of the Accela subscriptions for "Citizen Access" and "Civic Platform" and "Accela IVR Managed Services" for a total of \$155,195.29 for one year.

This sole source purchase from Accela, Inc. is required to support the proprietary Accela Permit System Software utilized by the Land Development Division of Economic and Community Development.

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

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/dk Attachments

Accela, Inc. 4375 Solutions Center Chicago, IL 60677

	City Pu		-		
		Navigator	Favorites	Home Logout P	references Help
)K Vali	dation Approval : Purchase I	Requisition 159624 for Smi	ith, Susan (155,195.29 U		
			Approve Reject	Reassign Requ	uest Information
To Sent Due	31-Aug-2017 15:05:31 07-Sep-2017 15:05:31 1880915 This Requisition will cause the NOTE: If you want the requisition. APPROVAL of this requirements of the requisition.	Requisition Total Estimated Tax Attachments INVO	sition for a Blanket Agreen	for the previous 12 mon nent for this commodity, Blanket Agreement.	reject this
ppro	val Sequence				
ıı→	∯ Williams, Donna C.	► In Process			
lum	Name	Action	Action Date		Note
	Smith, Susan P.	Submitted	31-Aug-2017 15:05	5:31	
Relate	d Applications				
□ On	en Document				
Respo	nse				
Not	е				Ç
	o Worklist ay next notification after my re	sponse	Approve Reject	t Reassign Req	uest Information
	,		Preferences Help		
Priva	cy Statement	v		Copyright (c) 20	006, Oracle, All rights reser



2633 Camino Ramon, Suite 500 San Ramon CA 94583 Invoice #
Invoice Date
Invoice Due Date
Invoice Currency
Term Start Date
Term End Date
Open Air #
Page

INV-ACC29900 04/22/2017 05/22/2017 USD 05/24/2017 05/23/2018

1 of 1

Bill To:

Chattanooga, TN - City of City of Chattanooga 101 East 11th St., Suite 101 Chattanooga TN 37402 Ship To: Chattanooga, TN 1250 Market Street, Suite 2100 Chattanooga TN 37402

Q-08787					
Purchase Order No.	1626 Chattanooga, TN - City of SO-ACC7908			Payment Terms Net 30	
			3		
Item Number			Quantity	Ext. Price	
SR10AACAPOP0001	Accela Citizen Access - Subscription Population Renewal		171,279	\$5,498.06	
SR10APFMSAS0001	Accela Civic Platform - Subscription User Renewal		55	\$140,533.80	
MR10AIVR000SO01	Accela IVR Managed Service Fees-Renewal Maintenance Term: 5/24/2017 - 5/23/2018		171,279	\$9,163.43	

Subtotal	\$155,195.29	
Trade Discount	Tax	\$0.00
Total Invoice Amount USD	\$155,195.29	
Balance Due USD	\$155,195.29	

Please direct inquiries to:

Accounts Receivable Dept. at (925) 659-3275 Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To: Accela Inc. # 774375 4375 Solutions Center Chicago, IL 60677-4003 Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507

ABA: 121000248

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 \$_155,195.

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) We already have the software. This is for Hosting of the system and maintenance. See attached _____ Other brands/manufacturers were examined (List specific company names, phone numbers and contact names, and explain why there were not suitable) ____ Other vendors were contacted (List specific company names, phone numbers and contact names, and explain why these were not suitable). What specific feature makes this item unique and why is this feature needed for your project? Proprietary software system for construction permitting 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 ACCELO
ECONOMIC and Community bevelopment
Department Land Development Office Contact: My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. Department Head's Signature

238

Sole Source Explanation

Accela has been in use for a long time. A previous PO (PO 536784) in 2016 was for the Hosting of the Accela system...to move it into the Accela cloud, and therefore Accela would have been the sole provider of this service.

Purchase Order STANDARD

Page 1 of 4 Printed: 12/16/2016

Purchase Order Number

536784



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

Vendor Number: 747183

Vendor Alternate ID: 4087



Accela Inc #7743754375 Solutions Center Chicago, IL 60677-4003	PO Date: 04-FEB-16 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate		INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
Development Resource Center 1250 Market Street Chattanooga P T T O	1 N V O 1 C E	Accounts Paya City of Chattan 101 East 11th S Chattanooga, T	ooga Street, Suite 101
37402		Requisition Number	r Bid Number
Requestor		129110	
Susan Smith Line Nbr Item ID - Item Description	Quantity	Jnit Unit P	Price Total
Representative	d to and accepted by		r, the City of Chattanooga Standard Terms

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. (3) 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.

ANATOMISTORISM NOTICE SAME

Electronic approval is on record in the purchasing information system which asserts that unconcumbered 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

Page 2 of 4 Printed: 12/16/2016



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

Vendor Number: 747183 Vendor Alternate ID: 4087 E Accela Inc N #7743754375 Solutions Center D Chicago, IL 60677-4003 0 R **Development Resource Center** S 1250 Market Street H Chattanooga P T TN 0 37402

PO Date: 04-FEB-16 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate Purchase Order Number 536784

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

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

Requestor Susan Smith		Requisition Number 129110		Bid Number

****** THIS IS A REVISION TO A PRIOR ORDER ******

Change Order #1: Approved by City Council 12/06/2016 Increase total PO by \$7,800.00 to New Total of \$230,996,60

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 anses, 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.

Purchase Order

Page 3 of 4 Printed: 12/16/2016



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

> mzoor	Vendor Number: 747183 Vendor Alternate ID: 4087 Accela Inc #7743754375 Solutions Center Chicago, IL 60677-4003
SH	Development Resource Center 1250 Market Street

Chattanooga

ΤN

T

0

37402

Purchase Order Number 536784

PO Date: 04-FEB-16
Buyer: Sharon Lea
FOB: DESTINATION
Terms: Immediate

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

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

C

E

	Requestor	Requisition Number		Bid Number	
Susan Smith			1291		
Ine Nbr	Item ID - Item Description ACCELA GIVIC PLATFORM SUBSCRIPTION	Quantity 131937.00	Qollar Qollar	Unit Price \$ 1.0000	Total \$ 131,937 0
2	ACCELA CITIZEN ACCESS SUBSCRIPTION	5138.37	Dollar	\$ 1.0000	\$ 5,138.3
3	ACCELA IVR SUBSCRIPTION	18840.69	Dollar	\$ 1.0000	\$ 18,840.6
4	ACCELA PROFESSIONAL SERVICES - ENVIRONMENT MIGRATION	43080.00	Dollar	\$ 1,0000	\$ 43,080.0
5	ACCELA PROFESSIONAL SERVICES - REPORT DEPLOYMENT	32000,00	Dollar	\$ 1,0000	\$ 32,000.0

TOTAL: \$ 230,996.06

This Purchase Order ('Agreement') is a binding agreement between the City of Chattenooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order Standard Torms 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.