

Pre-Meeting WORK SESSION
November 2, 2021
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
November 2, 2021
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 19, 2021

6. PROCLAMATIONS/PRESENTATIONS

**7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY
(Other than items scheduled for public hearing.)**

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 3698

Entitled an Ordinance to Annex Certain Territory and to incorporate same within the Corporate Boundaries of the City of Morristown Tennessee.

Annexation of properties located east of Noes Chapel Road having the Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 the Zoning Designation of High-Density Residential District, R3, the general location being shown on Exhibit A.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 3, Chapter 1, Section 109 (Court Costs) of the Morristown Municipal Code {Public Hearing: November 16, 2021}.

9-c. Awarding of Bids/Contracts

1. Approval of Change Order No. 3 from PATH Construction for Morristown Landing/Public Works Campus Improvements (Wash Bay) in the amount of \$555,787.34.
2. Approval to accept the proposal for Pest Control and Elimination from Adrian Hale Pest Control and to allow Tony Cox, City Administrator to enter into a contract.
3. Approval of PO# 22000950 to Ari Phoenix, Inc. for the purchase of mobile lifts for the Equipment Shop in the amount of \$23,882.84.
4. Approval of PO# 22000949 to Wilson County Motors for the purchase of two 2022 Colorado Trucks for the Parks and Recreation Department in the amount of \$51,596.40.
5. Approval of PO# 22000948 to Columbia Chrysler Dodge for the purchase of one 2022 Ram 3500 with dump body for the Parks and Recreation Department in the amount of \$67,038.28.
6. Approval to close a portion of Peavine Alley for November 22-December 30, 2021 for the Downtown Morristown “Christmas Alley” event.
7. Approval of Change Order No. 2 from LDA Engineering for South Cumberland Drainage Improvements Project to cover cost for utility conflicts and additions for the parking lot adjacent to the Farmer’s Market in the amount of \$156,817.80.
8. Approval to accept the proposal from GEOS in the not-to-exceed amount of \$27,535.00 for the Thompson Creek Road Project and to allow Tony Cox, City Administrator to enter into agreement.

9-d. Board/Commission Appointments

1. City Council’s appointment or re-appointment to Child Care Centers Board (Morristown-Hamblen) for a two (2) year term to expire November 20, 2023. Term expiring: Deputy Chief Michelle Jones.

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

1. Fiscal Year 2022 Budget Award from the Tennessee Comptroller of the Treasury.

11. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
Post-Meeting Work Session
November 2, 2021**

1. Analytical Software Program for MPD.

City Council Meeting/Holiday Schedule.

November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24 & 27, 2021	Friday		City Center Closed – Observance of Christmas Holiday
December 31, 2021	Friday		City Center Closed – Observance of New Year's Day
January 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 17, 2022	Monday		City Center Closed – Observance of Martin Luther King Day
January 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 1, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
February 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 19, 2021**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m. with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the October 5, 2021 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. No one spoke.

Councilmember Senter made a motion to table Ordinance No. 3697 upon request from the applicant. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3697

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on Exhibit A. (25E/Dalton Ford Road).

Councilmember Smith made a motion to approve Resolution No. 12-22. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 12-22

Resolution adopting a Plan of Services for the annexation of properties identified as Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 and located to the east of Noes Chapel Road the general location being shown on Exhibit A.

Councilmember Senter made a motion to approve Ordinance No. 3698 on first reading and schedule a Public Hearing relative to final passage of said Ordinance for November 2, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3698

Entitled an Ordinance to Annex Certain Territory and to incorporate same within the Corporate Boundaries of the City of Morristown Tennessee. Annexation of properties located east of Noes Chapel Road having the Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 the Zoning Designation of High-Density Residential District, R3, the general location being shown on Exhibit A.

Councilmember Pedigo made a motion to approve to declare two properties that were acquired from the September 29, 2020 Tax Sale as surplus. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve PO 22000884 to Stowers Machinery Corporation for the Preventative Maintenance of Generators - Annual Renewal for Fiscal Year 2022 in the amount of \$15,208.95. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve to add locations to the current mowing contract with Tennessee Turf Masters, LLC for a total amount of \$24,200. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve to accept the proposal from Gale A. Meeker Photography LLC for Parks and Recreation Dept. Athletic Team Picture Rights and to allow Tony Cox, City Administrator to enter into a contract. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase of engine software and extended warranty plans for three garbage trucks from the Peterbilt Store in the total amount of \$20,230. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Amendment No. 1 with Michael Baker International Inc. for the Redesign and Rebid of Security Gate Access Card Reader System for Morristown Regional Airport in the amount of \$22,704. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) Federal Fiscal Year 2022-2023 Contract for the Tennessee Department of Transportation Consolidated Planning Grant (CPG). Councilmember Smith seconded the motion and upon roll

call; all voted “aye”.

Councilmember Smith made a motion to approve of repairs from West Hills Tractor, Inc. for a 2012 New Holland Tractor in the estimated amount of \$12,264.25. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve adding Monday, December 27, 2021 as a City Holiday. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Paul Quintino, Jennifer Clark, Todd Frommeyer, Linda Noe and Lui Chan spoke.

Mayor Gary Chesney adjourned the October 19, 2021 Morristown City Council meeting at 5:46 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: October 19, 2021
SUBJECT: Annexation Request: Noes Chapel Road

BACKGROUND:

A request for annexation into the corporate limits of Morristown has been received from Mr. Randy Corlew who is representing the property owners for Hamblen County Parcel ID #032024 13003 and #032024 10600. The first of these parcels is located off Noes Chapel Road and the second is to the south of said parcel and north of the Lochmere development.

The applicant is requesting the parcel that fronts Noes Chapel Road (#032024 13003) to be annexed in its entirety, however, the larger parcel (#032024 10600) is not requesting the parcel be annexed in its entirety as there is a portion along the common boundary of the Lochmere development that will remain in the county. The subject parcels meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and contiguous with the city limits.



The parcel that fronts Noes Chapel Road is slightly under 3 acres in size and contains a house while the other parcel is slightly over 17 acres in size and contains radio towers. The applicant is requesting the parcels to be zoned R3, High Density Residential District, as they seek to utilize this for a mixture of senior independent living and assisted living facilities which is permitted in this district. As noted above, the Lochmere development is just south of this request and this portion of Lochmere is zoned R3 which is consistent with the request from the applicant.

Additionally, prior to any development on this site, the developer will have to submit a site plan which must meet all city requirements and approval by planning commission would be required if it were to contain multiple buildings on one parcel as they are currently proposing.

RECOMMENDATION:

Staff recommends approval of the annexation request with a zoning designation of High-Density Residential District (R3) and Planning Commission voted in support of this request at their monthly October meeting.

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE
SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN
TENNESSEE

Annexation of properties located east of Noes Chapel Road having the Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 the Zoning Designation of HighDensity Residential District, R3, the general location being shown of the attached exhibit A;

Section 1. WHEREAS , it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Tract 1:

BEGINNING at an iron pin on the southern right of way boundary of Fairview-Noe's Chapel Road, corner to Geraldine Hill Branton, N 58 deg 29 min 24 sec E 167.06 feet to an iron pin; thence S 11 deg 49 min 14 sec E 834.90 feet along the western severance line of Gaby to an iron pin, corner to W.C.R.K., INC.; thence S 71 deg 50 min 14 sec W 161.00 feet to an iron pin, corner to Geraldine Hill Branton; thence along Branton's eastern severance line N 11 deg 49 min W 796.71 feet to an iron pin in the southern right of way boundary of Fairview-Noe's Chapel Road, the point of beginning.

Tract II:

BEGINNING at an iron pin in the eastern margin of Noe's Chapel Road, common corner with Franklin; thence, with the line of Franklin and also Kilgore north 64 deg. 41 min. 00 sec. east 543.69 feet to a new iron pin; thence, continuing with the line of Kilgore and also Bradley north 63 deg. 23 min. 52 sec east 415.74 feet to a fence corner post, corner with Branton; thence, with the line of Brandon, Blackburn, and also Gaby north 71 deg. 53 min. 40 sec. east 382.17 feet to a post in the west line of Gaby; thence with the west line of Gaby south 20 deg. 58 min. 46 sec east 395.63 feet to a fence corner post, corner with Strange; thence, with the line of Strange three calls as follows: south 20 deg. 32 min. 11 sec. east 511.61 feet to a post, south 72 deg. 59 min. 27 sec. west 151.80 feet to a new iron pin, south 14 deg. 36 min. 22 sec. east 357.28 feet to a point in the line of Lochmere Subdivision; thence, with the line of Lochmere Subdivision two calls as follows: south 83 deg. 55 min. 00 sec. west 414.94 feet (this line being the centerline of the meanders of a creek); thence continuing with Lochmere subdivision and also Hodges north 31 deg. 02 min. 32 sec. west 1122.66 feet to a fence corner post; thence, continuing with the line of Hodge south 64 deg. 41 min. 00 sec. west 549.49 feet to a fence corner post in the eastern margin of Noe's Chapel Road; thence, with the edge of said road north 13 deg. 08 min. 42 sec. west 18.77 feet to the point of beginning.

(2) High Density Residential District (R3) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 19th day of October 2021.

ATTEST:

Mayor

City Administrator

Passed on second and final reading the 2nd day of November 2021.

ATTEST:

Mayor

City Administrator

Exhibit A:



PLAN OF SERVICES
RESOLUTION NO. 12-22

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED TO THE EAST OF NOES CHAPEL ROAD.

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Properties identified as Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 located to the east of Noes Chapel Road the general location being shown on the attached exhibit A;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

Sanitary Sewer Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

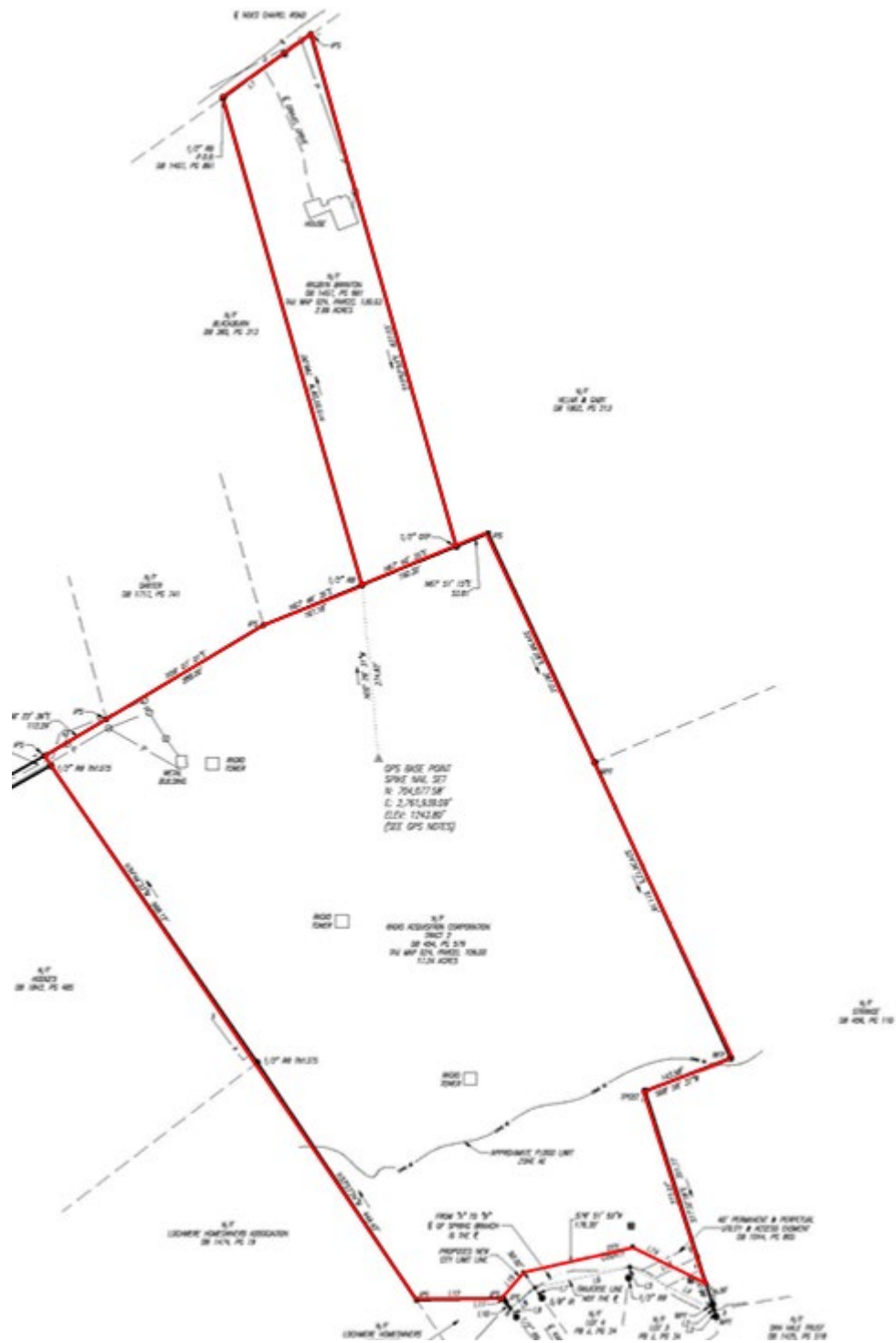
Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2021.

Mayor
ATTEST:

City Administrator

Exhibit A:



ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 3, CHAPTER 1, SECTION 109 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that in order to clarify and permit the collection of service of process fees, the text of Title 3, Chapter 1, Section 109 of the Morristown Municipal Code is amended as follows:

“3-109. Court costs.

When imposed, court costs, including clerical fees for all municipal charges shall be set at \$25.00 per charge. Such costs are in addition to state and municipal litigation taxes. Additionally, service of process fees, including outside process servers and/or service by publication, shall also be assessed to the defendant in addition to the \$25.00 court costs as previously stated.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

Passed on First Reading this 2nd day of November, 2021.

Mayor

Attest:

City Administrator

Passed on Second and Final Reading this 16th day of _____, 2021.

Mayor

Attest:

City Administrator



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: (Name and address)
17007-3 Morristown Community Center

CONTRACT INFORMATION:
Contract For: General Construction
Date: 12/01/2020

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 10/27/2021

OWNER: (Name and address)
City of Morristown
100 West First North St.
Morristown, TN 37814

ARCHITECT: (Name and address)
Lose Design
2809 Foster Ave
Nashville, TN 37210

CONTRACTOR: (Name and address)
Path Construction Northeast
125 E. Algonquin RD
Arlington Heights, IL 60005

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

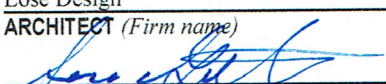
Campus Improvements
Road extension and Public Works enhancements.


The original Contract Sum was	\$ 27,927,000.00
The net change by previously authorized Change Orders	\$ 2,197,971.51
The Contract Sum prior to this Change Order was	\$ 30,124,971.51
The Contract Sum will be increased by this Change Order in the amount of	\$ 555,787.34
The new Contract Sum including this Change Order will be	\$ 30,680,758.85

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose Design
ARCHITECT (Firm name)

SIGNATURE
Sean GUTH - Architect
PRINTED NAME AND TITLE
10.27.2021
DATE

Path Construction
CONTRACTOR (Firm name)

SIGNATURE
Brian Leibham - PM
PRINTED NAME AND TITLE
10/27/21
DATE

City of Morristown
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

October 26, 2021

Sean Guth
Lose Design
2809 Foster Avenue
Nashville, TN 37210

17007-3 Morristown Community Center
4355 Durham Landing
Morristown, TN 37813

Subject: COR #03 –Campus Improvements

Dear Sean:

Per the request of the project team, the following costs are for the scope of additional work for modifications for the future road.

Scope for Proposed Work		Subtotal
1.	East TN Construction	
	a. Excavate and Subgrade for added road	\$ 178,510.00
	b. Dig for Gas Line Installation	\$ 37,000.00
2.	Sommers Taylor	
	a. Asphalt and Curb	\$ 80,975.00
3.	Concrete Guys of Ohio	
	a. Sidewalks	\$ 29,500.00
	b. Concrete patching for Wash Bay	\$ 4,225.00
4.	Landscaping	
	a. Furnish and Install Seeding	\$ 5,000.00
5.	Gas Company	
	a. Install Gas Line and fill	\$ 12,047.00
6.	JF Mechanical	
	a. Demo and Plumbing work for Wash Bay	\$ 37,936.00
7.	Advent Electric	
	a. Electrical work for Wash Bay	\$ 54,000.00
Subcontractor Subtotal		\$ 439,193.00
8.	Add contingency allowance 10%	\$ 42,500.00

9.	Path		
	a. General Conditions	\$	11,100.00
	i. 6 weeks, \$1850 per		
	b. Dumpsters		
	i. 3 dumpsters, \$450 each	\$	1,350.00
	Contractor Subtotal	\$	54,950.00
	Subtotal	\$	481,856.00
10.	Path Markup (10%)	\$	49,414.30
11.	Bond/Insurance (2.25%)	\$	12,230.04
	TOTAL:	\$	555,787.34

Clarifications and Exclusions

- Relocating of existing barricades only.

This change order proposal is based solely on direct cost elements such as labor, material, and normal mark ups, and does not include any amount for changes in the sequence of work, delays, disruption, cumulative impact of change orders, rescheduling, extended overhead, acceleration, weather impacts, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost prior to final settlement of this Contract. This proposal is based on conditions at the time of its preparation. Path Construction reserves the right to modify or withdraw this proposal if it is not accepted within thirty (30) days.

Sincerely,

Brian Leibham
 Path Construction Northeast
bleibham@pathcc.com
 847-997-6495

Description of Item	U N I T	Quantity	Cost per Unit	Total Cost/Unit	
Mobilization	LS	1	\$ -	\$ -	
Clearing & Grubbing	LS	1	\$ -	\$ -	
Demolition	LS	1	\$ -	\$ -	
Overhead/General Conditions	LS	1	\$ -	\$ -	
					\$ Subtotal -
Erosion Control					
Silt Fence Type C (Samrt Fence)	LF	650	\$ 6.00	\$ 3,900.00	
Inlet Protection	EA	4	\$ 700.00	\$ 2,800.00	
		0	\$ -	\$ -	
					\$ Erosion Subtotal 6,700.00
Site Grading (Exporting All Material Offsite)	CY	2529	\$ 50.00	\$ 126,450.00	
		0	\$ -	\$ -	
					\$ Grading/Erosion Control Subtotal 126,450.00
Storm Water					
Core Existing Catch Basin	EA	2	\$ 2,000.00	\$ 4,000.00	
G2 Curb Inlets (3.27')	EA	1	\$ 5,500.00	\$ 5,500.00	
G3 Curb Inlets (3.53')	EA	1	\$ 5,500.00	\$ 5,500.00	
G8 Curb Inlet (3.75')	EA	1	\$ 5,500.00	\$ 5,500.00	
G9 Curb Inlet (4.60')	EA	1	\$ 6,500.00	\$ 6,500.00	
18" RCP (Stone BF As Needed)	LF	102	\$ 180.00	\$ 18,360.00	
					\$ 45,360.00
				\$ 178,510.00	



989 Simpson Road • Whitesburg, TN 37891
PH (423) 273-1189 nroverbay@hotmail.com

Morrystown Community Center Crusher Run Back Fill On-Call As- Needed				
August 24 th , 2021				
<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
Open and Close Gas Line (Rock BF)	300	LS	\$15,000.00	\$15,000.00
Open and Close Gas Line (Dirt BF)	410	LS	\$7,000.00	\$7,000.00
No Gas line Materials Included				
No Installation of Pipe				
Does include Crusher/Run for Rock Backfill				
			Total	\$22,000.00



Summers-Taylor, Inc.

600 Sevier Street
Johnson City, TN 37604
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

October 26, 2021

Path Construction Northeast
1000 NC Music Factory Blvd.
Suite C6
Charlotte, NC 28206

Attn: Mr. Paul Stacey

Re: Morristown Community Center – Paving & Curbs On Easement Roadway
Added Work Scope

Mr. Stacey;

Summers-Taylor, Inc. is pleased to quote the following construction and prices on the above referenced project.

NEW ASPHALT ROADWAY PAVING AREA 1,445 S.Y.
Engineering Layout Of Curb & Roadway
Fine Grading + Or – One Tenth Finished Subgrade
8" Stone Base
3" Asphalt Binder, Type 307-BM Mix
1 ½" Asphalt Surface, Type 411-E Mix
167 Linear Feet Of Type A Concrete Curb
1,002 Linear Feet Of 6" X 18" Concrete Curb & Gutter
Striping Of Crosswalk

TOTAL CONSTRUCTION PRICE.....\$ 80,975.00



Summers-Taylor, Inc.

600 Sevier Street
Johnson City, TN 37604
Phone (423) 543-3181 Fax (423) 543-6189
www.summerstaylor.com

(2)

EXCLUSIONS:

Concrete Sidewalk Or Ramps
Undercut Of Unsuitable Soils
Mass Excavation
Storm Drainage
Utilities

We appreciate the opportunity to quote this work. If you have any questions or need any additional information do not hesitate to contact me.

Best regards,

John T. Bowman
Estimator
SUMMERS-TAYLOR, INC.

THE CONCRETE GUYS OF OHIO, INC.

977 GAYNELLE AVE, STREETSBORO, OH. 44241

Ph. 330-842-9156 Fax: 330-995-0246

email: jimconcreteguys@gmail.com



5/13/21

Path Construction
Mr. Paul Stacey
872-400-1803
pstacey@pathcc.com

Re: Concrete Proposal Morristown Roadway Extension.

Dear Mr. Stacey,

The Concrete Guys of Ohio, Inc. hereby propose to furnish the material and labor in accordance with the scope listed and as follows for the new City of Morristown Roadway Extension located near 4360 Durham Landing, Morristown, TN 37813. This concrete scope is based on the email request with plans and specifications dated 5-13-21. See page two of this proposal for a detailed concrete scope of work.

.....**TOTAL BASE BID: \$29,500.00**

ALTERNATES TO BASE BID: NONE.....

TERMS AND CONDITIONS: THIS PROPOSAL IS VALID FOR 30 DAYS. IF ACCEPTED, ALL WORK SHALL BE PAID UPON COMPLETION.

INCLUSIONS: All materials meet TDOT specifications. Specific scope items only. One Mobilization. Labor. Materials. Equipment. Taxes.

EXCLUSIONS: Rock Excavation. Drainpipe. Landscape/Topsoil/Grass seed. Contaminated soils. Special permits or fees.

Thank you for the opportunity and we look forward to working with you on this project.

Sincerely,

Chuck Linder
Estimator
330-842-0049

THE CONCRETE GUYS of OHIO, Inc.



SCOPE OF WORK

Re: Morristown Roadway Extension Concrete Proposal

3,260 SF	Install 6" concrete sidewalk with fiber mesh reinforcing, 4" stone base, thick edge, tooled joints, broom finish.	
5 EA	Install 5'x6' ADA ramps with 4'x2' truncated mats. Maintain ADA slope specs.	
1 LS	Mobilization/Supervision/Taxes included.	
	TOTAL BASE BID	\$29,500.00

Base bid assumes subgrade prep by others.

ACCEPTANCE OF PROPOSAL

The above scope and price is acceptable. I hereby authorize all work as specified

Signature_____Date_____



THE CONCRETE GUYS OF OHIO, INC.

977 GAYNELLE AVE, STREETSBORO, OH. 44241

Ph. 330-842-9156 Fax: 330-995-0246

email: jimconcreteguys@gmail.com



5/12/21

Path Construction NE

Mr. Paul Stacey

872-400-1803

pstacey@pathcc.com

Re: Concrete Proposal Morristown Wash Bay Mods.

Dear Mr. Stacey,

The Concrete Guys of Ohio, Inc. hereby propose to furnish the material and labor in accordance with the scope listed and as follows for the City of Morristown Public Works Wash Bay Modifications located at 4360 Durham Landing, Morristown, TN 37813. This concrete scope is based on the plans and specifications dated 4-22-21. See page two of this proposal for a detailed concrete scope of work.

.....**TOTAL BASE BID: \$4,225.00**

ALTERNATES TO BASE BID: NONE.....

TERMS AND CONDITIONS: THIS PROPOSAL IS VALID FOR 30 DAYS. IF ACCEPTED, ALL WORK SHALL BE PAID UPON COMPLETION.

INCLUSIONS: All materials meet TDOT specifications. Specific scope items only. One Mobilization. Labor. Materials. Equipment. Taxes.

EXCLUSIONS: Rock Excavation. Drainpipe. Landscape/Topsoil/Grass seed. Contaminated soils. Special permits or fees.

Thank you for the opportunity and we look forward to working with you on this project.

Sincerely,

Chuck Linder

Estimator

330-842-0049

THE CONCRETE GUYS of OHIO, Inc.



SCOPE OF WORK

Re: Morristown Wash bay modifications Concrete Proposal

50 LF	Saw cut existing concrete/asphalt, remove debris.
90 SF	Replace with 8" concrete, #3 bar ew, Pin into existing, match existing.
1 LS	Mobilization/Supervision/Taxes included.
	TOTAL BASE BID
	\$4,225.00

Base bid excludes excavation for pipe/tank installation and connection.

ACCEPTANCE OF PROPOSAL

The above scope and price is acceptable. I hereby authorize all work as specified

Signature_____Date_____



PIPELINE
CONSTRUCTION COMPANY, INC.

P.O. Box 6464
Knoxville, TN 37914

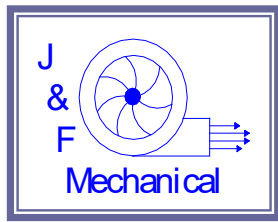
Estimate

Date	Estimate #
5/26/2021	393

Atmos Energy Corporation
1231 Technology Way
Morristown, TN 37813

Project
3435 - Growth Svc MO&GR - 050.5...

Item	Description	Qty	U/M	Cost	Total
2" PE Open Ditch	2" PE gas installed in developer opened ditch - on-site developer will open 26" trench (24" of cover required) - Morristown Community Center - Pipeline crews will install 2" PE service in developer opened trench, pressure test pipe, and ensure piping is properly backfilled with clean stone dust	700	ft	7.21	5,047.00
Stone	stone dust required for backfilling trench	200	ton	35.00	7,000.00
	Important Notes: 1. Atmos provide all pipe and related fittings 2. Trench must be approved by Atmos before Pipeline mobilizes installation crew				
Total					\$12,047.00



J & F MECHANICAL, INC
4589 RUTLEDGE PIKE
RUTLEDGE, TN. 37861
PH. (865) 637-3675 FAX (865) 828-8000
TN. STATE LICENSE # 41175; CMC CLASSIFICATION;
EXPIRES 03/31/2023; MONETARY LIMIT \$ (Unlimited)

To: General Contractor

Attn: Estimator

ADDM: N/A

Re: **PLUMBING PROPOSAL**

Date: 10/26/2021

J&F MECHANICAL, INC. is pleased to provide a quote to perform the Base Bid Plumbing Proposal for Morristown Public Works Wash Bay
Work to be performed includes:

All labor and material to complete the Plumbing portion of above mentioned project:

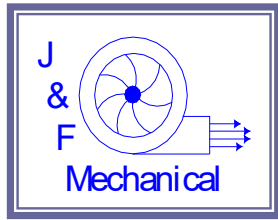
All work to conform to the drawings A1.11, A1.12, A2.00, A2.01, A3.02 and A3.03 per LOSE DESIGN Spaces For Life dated 4/15/21

- We have included sch. 40 PVC piping for all Drain, Waste and Vent piping below slab to existing Sanitary piping inside of building per drawings
- We have included type L Copper insulated piping for all Domestic Water piping above slab to existing Domestic Water piping inside of building per drawings
- We have included DEMO of (2) - existing 1500 PSI Pressure Washing Systems per drawings
- We have included relocating (2) - existing Hose Reel Systems per drawings
- We have included providing and installation of (2) - New 3000 PSI Wall Mounted Electric Pressure Washing Systems connecting to existing Water Supply piping per drawings
- We have included providing and installation of (1) - New Wall Mounted Bus/ Truck Wash Boom System tying into pressure Washer System per drawings
- We have included Concrete Cutting up to 6" depth with removal to dumpster supplied by Others
- We have included providing and installation of (1) – Round 48 inch i.d. – 110 in. tall RD048-110-N0NN MH, Casting MH JBS-1152 (Grease) with extended base slab - Mudd Trap per drawings

Exclusions:

- No Water Meter or Sewer Tap Fees
- No Electrical
- No Ceilings or Sheetrock work included
- No Site Storm, Sewer, Water or Gas
- No Storm Drains
- No Storm piping
- No Commissioning
- No Gas piping

Quote valid for 15 days. After 15 days pricing is subject to change due to unstable Material and Fixture pricing. Labor will not change.



J & F MECHANICAL, INC
4589 RUTLEDGE PIKE
RUTLEDGE, TN. 37861
PH. (865) 637-3675 FAX (865) 828-8000
TN. STATE LICENSE # 41175; CMC CLASSIFICATION;
EXPIRES 03/31/2023; MONETARY LIMIT \$ (Unlimited)

- No Prevailing Wages
- No Underground Domestic Water piping
- No Backflow Preventers
- No Condensate piping
- No Equipment
- No Water Treatment
- No Plumbing Fixtures
- No Water Heater
- No Bond
- No Fire Proofing
- No Rock Removal if encountered during excavation
- No Relocation of Existing Utilities if encountered during excavation
- No Offsite Removal of Waste Products and/or Spoil
- No Grease Trap or Oil Interceptor
- No Concrete Patching, Pouring or Forming
- No Water or Gas Meter
- No Roofing or Roof work

Price for Base Plumbing: \$37,936

Note: We have included a 1 year warranty on all parts and labor performed by J & F Mechanical Inc. with any other warranty to be by and through the manufacturers

Respectfully,

Jamil Champion
Project Estimator
Plumbing Division
J & F Mechanical Inc.
Office: 865-637-3675
Cell: 865-805-6845

Quote valid for 15 days. After 15 days pricing is subject to change due to unstable Material and Fixture pricing. Labor will not change.



5901 Walden Drive, Knoxville, TN 37919-6336 ♦ TEL: 865-588-0631 ♦ Fax: 865-588-0851 ♦ www.adventelectric.com

****TN State License #00050401 Class CE - Expiration Date: 9/30/22***

PROPOSAL/CONTRACT AGREEMENT

October 27, 2021

Path Construction Northeast, Inc.
1000 NC Music Factory Blvd. Suite C6
Charlotte, NC 28206
Ph: 872-400-1803
Fx: N/A

Attn: Paul Stacey

Subject: Morristown Public Works Wash Bay Improvements

Advent Electric, Inc. is pleased to provide our proposal to furnish the labor and materials necessary for the electrical work on the above referenced project in accordance with the plans dated 4/15/21 with no addendums, no memos, and as described below.

Base Bid

\$ 54,000.00 .

SCOPE:

- Provide and install circuit breakers in existing panels to feed new equipment as indicated.
- Utilize panels as existing and to remain.
- Remove existing feed from existing equipment. Rework/reuse to extent possible.
- Provide and install raceways with conductors to feed new 3000 PSI Water Cannon Pressure Washing Equipment. Provide conductors to feed 7.5 HP 220V single phase motors as indicated.
- Removal of trash to dumpsters that are provided by others.
- Grounding as indicated.
- Provide permits.
- Safe off only for demo.



5901 Walden Drive, Knoxville, TN 37919-6336 ♦ TEL: 865-588-0631 ♦ Fax: 865-588-0851 ♦ www.adventelectric.com

This quotation expressly excludes:

- Pressure washing equipment. Provided by owner.
- Utility fees.
- Panels. Existing and to remain.
- Light fixture package. Existing and to remain.
- Site surveying and elevation layout.
- Disposal of trash or spoils off-site and dumpster fees.
- Seismic bracing.
- Cutting and patching of existing conditions.
- Trench rock removal.
- Removal or handling of hazardous materials.
- Demolition.

CONDITIONS: All labor and materials guaranteed for one year. All work to be completed in a professional, workman like manner according to standard practices. Any deviation from the above work description will be executed only after written approval is received. Terms for payment are net 30 days unless otherwise specified. Customer agrees to pay all collection costs, including attorneys' fees, for overdue amounts.

AUTHORIZED SIGNATURE _____

Neal Riner

Prices: Firm 30 days

Terms: Monthly Progress Payments

ACCEPTANCE: The above-proposed prices, terms, work description and conditions are satisfactory and hereby accepted. You are authorized to proceed with this work as specified.

DATE: _____

ACCEPTED BY: _____

TITLE: _____



Morristown City Council Agenda Item Summary

Date: October 27, 2021

Agenda Item: Approval of Request for Proposal – Pest Control and Elimination

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: Pest Control and Elimination RFP

Background/History: The City of Morristown recently accepted request for proposals for Pest Control and Elimination Services. Pest Control Services are utilized to maintain all fire stations, City Center building, Public Works, Morristown Regional Airport, and several Parks and Recreation facilities. Morristown Landing will be added to the contract upon completion of the facility. Proposals were evaluated by a five-member selection committee based on selection criteria outlined in the RFP. The criteria included statement of qualifications, availability, references, and compensation.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on September 26, 2021, and on September 28, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Wednesday, October 13, 2021, at 2:00 PM. We received three (3) responses. The initial contract will cover approximately a 3-year term that begins after City Council approval with the option to renew for up to an additional three years or seek new proposals as it deems appropriate.

Financial Impact: Pest Control services are appropriated for each fiscal year to maintain all City properties. It should be noted that the vendor was selected not by dollar amount alone, but also qualifications and expertise.

Action options/Recommendations: It is staffs' recommendation to accept the proposal Adrian Hale Pest Control and to allow Tony Cox, City Administrator to enter into a contract. Year 1 and 2 will be \$5,040.00 per year, year 3 will be \$5,940.00.

Attachment: Rankings.

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: PEST CONTROL AND ELIMINATION
SUMMARY: FIRM RANKINGS

RANKING	ENTITY
1	Adrian Hale Pest Control
2	Barnes Exterminating Company, Inc.
3	Dodson Pest Control



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000950-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
e
n
d
o
r**

ARI PHOENIX, INC
4119 BINION WAY

LEBANON, OH 45036

**S
h
i
p
T
o**

CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
513-267-1843			22001335	DAVID MARSHALL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/26/21	008806				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	22400.26000	23,882.84
			EACH		
	(1)BPW-10-AJ MOBILE COLUMN LIFT SYSTEM				
	(2)AB-6-20 MOBILE SUPPORT STAND				
	PER QUOTE NUMBER: ARI19032				
	PURCHASES VIA SOURCEWELL CONTRACT				
	013020-ARP				
	COUNCIL APPROVAL DATE: NOVEMBER 2, 2021				
	43130-960				23,882.84
	Total Freight				1,482.58
				PO Total	23,882.84

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **ARI Phoenix Inc.**, 4119 Binion Way, Lebanon, OH 45036 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of

nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or

subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years

after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.


K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

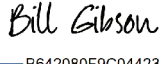
24. CANCELLATION


Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 4/20/2020 | 8:30 PM CDT

ARI Phoenix Inc.

DocuSigned by:
By: 
B642080F9C04423...
Bill Gibson
Title: VP Business Development
Date: 4/20/2020 | 2:57 PM PDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/20/2020 | 8:46 PM CDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: ARI Phoenix, Inc.

Does your company conduct business under any other name? If yes, please state: ARI-HETRA

Address: 4119 Binion Way
Lebanon, OH 45036

Contact: Tekla Goodwin

Email: teklagoodwin@ari-hetra.com

Phone: 513-229-3750 103

Fax: 703-359-6405

HST#: 47-4503033

Submission Details

Created On: Thursday December 12, 2019 09:04:02

Submitted On: Thursday January 30, 2020 16:26:20

Submitted By: Tekla Goodwin

Email: teklagoodwin@ari-hetra.com

Transaction #: 3415764a-24d6-4936-bf82-5b8b5b64cfa2

Submitter's IP Address: 74.142.222.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	ARI Phoenix, Inc.	*
2	Proposer Address:	4119 Binion Way, Lebanon, OH 45036	*
3	Proposer website address:	www.ari-hetra.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bill Gibson VP Business Development ARI Phoenix, Inc. 4119 Binion Way, Lebanon, OH 45036 513-229-3750 / toll free 800-562-3250 / mobile 703-708-4410 billgibson@ari-hetra.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tekla Goodwin Contracts Specialist ARI Phoenix, Inc. 4119 Binion Way, Lebanon, OH 45036 513-229-3750 / toll free 800-562-3250 / mobile 513-484-1066 teklagoodwin@ari-hetra.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For over 30 years, ARI-HETRA has been a Customer-focused company specializing in maintenance equipment for heavy-duty vehicles. We support our Customers with a team of skilled and dedicated direct employees as well as select distributors. ARI Phoenix, Inc. was incorporated as an Ohio-based S-corporation in July 2015, acquiring and becoming successor to the business of Automotive Resources, Inc. which itself had been incorporated in 1988. In total, ARI has been serving the HD Truck Maintenance industry proudly for 32 years.</p> <p>The following lines directly from our strategic plan might be of interest:</p> <p>Who we are (culture): Customer first. Value employees above all else in the business. Safety. Winners. Integrity. Sustainable profitability. Positive. Growth-oriented.</p> <p>Where we play (market focus): Premium products of highest quality for North American heavy duty vehicle maintenance industry whether manufactured or distributed with emphasis on capital goods requiring sophisticated selling and support.</p> <p>How we operate (business model):</p> <ul style="list-style-type: none"> - Manufacturer - efficient, lean, well-designed products made to last a lifetime. - Master Distributor - deliver value to all parties by scouring the globe for innovative manufacturers who cannot access our Customers and deliver interesting volumes to those manufacturers as they access our market through us, often on private-label basis - Partner with loyal local distributors and direct sales team to develop deep Customer relationships, meeting their unique needs, often with customised products - Obtain membership in key contracts to simplify the sourcing process for many of our Customers - Deliver excellent, timely and profitable service via direct employees and partner companies to keep our products running and deliver on the promise of "lowest lifetime cost" for our equipment 	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Our products cover a wide range of the most important equipment required by Heavy Duty Truck Maintenance Shops. We handle Mobile Column Lifts, Drive-On Lifts, Shop Accessories, Tire Changers, Tire Balancers, Specialty Wheel Service Equipment and Exhaust Extraction Equipment and full Exhaust system design and installation.</p> <p>Our experienced direct sales team builds strong relationships with our customers and helps them identify the right product, often providing onsite demonstrations with our fleet of company owned demo trucks, as well as initial and ongoing training. We offer replacement parts, stocked in Ohio and our equipment is serviced by factory direct employees and factory trained service providers across the USA and Canada.</p> <p>Our mobile column lifts feature a recirculating ball screw (vs. hydraulics) that allows for friction free lifting with no leaking hydraulic fluid. This superior design has a service life of 20+ years with minimal maintenance. (See question 37).</p> <p>We offer a full range of tire changers, tire balancers, floor jacks, transmission jacks, support stands and many other unique and innovative products that make a technician's job easier and safer.</p> <p>We design and install custom turn-key Exhaust Extraction Systems that keep technicians from breathing dangerous fumes. The systems can be as simple as a single mobile fan with hose for one bay to as complex as a multi-bay extraction system utilizing variable speed fans tied into existing HVAC systems.</p> <p>We offer Service for any ARI-HETRA product. Our technicians are trained at the factory and are qualified to get equipment up and running quickly and safely.</p> <p>Replacement parts for our products are stocked and shipped from our Ohio facility.</p>	*

9	What are your company's expectations in the event of an award?	<p>In the event of a Sourcewell contract award, we hope to:</p> <ol style="list-style-type: none"> 1. Make it easier for government sector customers to purchase from ARI-HETRA, by reducing their administrative costs, and offering an option to buy our products at their best, pre-negotiated pricing without going to bid. 2. Increase product sales. We recognize that Sourcewell has over 56,000 government agency members and has been around for 40+ years, making it a trusted agency resource with Buyers. This would increase the reach of our contract portfolio adding to - GSA, HGACBuy, CMAS, NCPA, BuyBoard and Florida Sheriff's Cooperative. 3. We hope to standardize our government sector Customers on Sourcewell as it is widely accepted, well regarded and economical to use. 4. A partnership with Sourcewell would add to our brand strength, helping Customers feel even more comfortable with their decision to buy ARI-HETRA products. 5. Introduce ARI-HETRA products as an option to procurement managers, in the event they were not aware of us prior. 6. Provide our sales team a common procurement language to discuss with our State/Local and Education customers. 	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As noted elsewhere, the ARI-HETRA brand of Mobile Column Lifts has been used by leading companies, states, municipalities and federal entities since 1995. Tens of thousands of lifts remain in service in all 50 states.</p> <p>ARI Phoenix, Inc. is a privately-held business, has no debt and has a high current asset ratio. The company is financially sound with sustainable profitability and pays its bills scrupulously on time.</p> <p>Attached is our 2019 financial statement as well as letters from a representative vendor and the Regional President of PNC Bank. Additional references may be sought if needed.</p>	*
11	What is your US market share for the solutions that you are proposing?	<p>ARI-HETRA Mobile Column Lifts account for approximately 11% market share of the United States and Canada. This is based on fairly reliable (confidential) Wheel Engaging Mobile Unit (WEMU) data from the Automotive Lift Institute, of which ARI-HETRA has been a member for over 15 years.</p> <p>Since ARI-HETRA was one of the first mobile column lifts for sale in what is now a more crowded field, our installed base of lifts represent a higher proportion. We estimate ARI-HETRA lifts represent approximately 25% of the estimated 100,000 mobile column lifts sold and installed in the U.S. and Canada since that product became commonly used. Due to the longevity of our design, the vast majority are still in service.</p>	*
12	What is your Canadian market share, if any?	Our Canadian market share is not discernibly different from our market share for the U.S. and Canada combined.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>ARI-HETRA is both a manufacturing company and a reseller.</p> <p>As a manufacturer, we have a 50,000 square foot manufacturing facility outside of Cincinnati, Ohio where all engineering design, ALI testing, fabrication and final assembly are completed. This is also our corporate headquarters with our customer support center and accounting functions.</p> <p>We provide consultative sales and support across the U.S. and Canada via a network of 15 direct Regional Sales Managers (RMs) who are full-time employees of ARI-HETRA and live in the regions which they serve. This team sells directly to many accounts and also supports our distributors. All RMs are equipped with fleet vehicles owned by the company which are outfitted with tools and parts to complete 80% of the service needs of their customers. We also have a 15 person team of Service Technicians who are full-time employees of ARI-HETRA and who service exclusively ARI-HETRA equipment. This team is complemented by the service teams of our distributors and other third party, ALI certified independent service companies whom we call upon from time to time to deliver service. Virtually all service activity is coordinated throughout headquarters allowing us to maintain tight control on quality, including metrics like net promoter scores for each individual who performs service on ARI-HETRA equipment.</p> <p>As a reseller, we are a master distributor for a variety of other manufacturers of high quality products, manufactured predominately in Europe. In most cases, ARI-HETRA sells these products on a private-labeled basis under the recognizable bright green "ARI-HETRA" brand, sometimes with territorial exclusivity for U.S./Canada.</p>	*

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Safety certification of equipment by the Automotive Lift Institute ("ALI") is a general commercial requirement in the vehicle lift industry. ARI has carried ALI approval on its lifts for twenty years. Attached is a full listing of ARI's ALI listed equipment. The majority of our equipment is manufactured in ISO certified facilities.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not Applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Not Applicable.	*
19	What percentage of your sales are to the governmental sector in the past three years	From 2017-2019 sales to government entities accounted for 28.8% of our total sales.	*
20	What percentage of your sales are to the education sector in the past three years	From 2017 - 2019 sales to the education sector accounted for 3% of our total sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently, we have: 1. NCPA contract # 05-21 (National Cooperative Purchasing Alliance); contract term 5/1/17 - 5/30/21 2018 Sales = \$826K, 2019 Sales = \$1M 2. BuyBoard Purchasing Contract # 551-17 contract term 12/1/17 - 11/30/20 # 553-18 contract term 3/1/18 - 2/28/21 2018 Sales = \$143K, 2019 Sales = \$63K 3. HGACBuy contract # FL03-19 (Houston-Galveston Area Council) contract term 3/1/19 - 2/28/21 (OLD CONTRACT PRIOR TO RENEWAL: 2016 Sales = \$507, 2017 Sales = \$255K) 2019 Sales = \$136K 4. CMAS - Contract # 4-13-56-0053A (California Multiple Award Schedule) contract term 11/15/13 - 9/30/23 2017 Sales = \$221, 2018 Sales = \$590K, 2019 Sales = \$439K 5. Florida Sheriff's Contract # FSA19-VEH17.0 contract term 10/1/19 - 9/30/20 2019 Sales = zero to date.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ARI-HETRA has GSA contract schedule #GS-07F-291AA (contract term 07-01-2013 to 06-30-2023). Annual Sales 2017 = \$1.3M, 2018 = \$956K, 2019 = \$1M	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Metro 470 Bauchet Street Los Angeles, CA 90012	Frank Forde fordef@metro.net	213-922-5928	*
Walton County Shop 116 Montgomery Circle Defuniak Springs, FL 32435	Justin Missildine misjustin@co.walton.fl.us	850-307-2528	*
City of Pensacola 2759 North Palafox Street Pensacola, FL 32501	Doug Resmondo dresmondo@cityofpensacola.com	850-436-5596	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
MATES	Government	Kansas - KS	Exhaust Extraction	\$429,749 (in 2016)	\$429,749	*
Pensacola Fleet Management	Government	Florida - FL	Mobile and Drive On Lifting Systems	\$422,645 (in 2019)	\$422,645	*
CalTrans	Government	California - CA	Lifting Systems and Exhaust Extraction	\$266,772 (in 2016) \$117,697 (in 2017) \$3,456 (in 2018)	\$387,925	*
Fairfax County Government	Government	Virginia - VA	Drive On Lifting Systems	\$213,326 (in 2016) \$26,112 (in 2017)	\$239,438	*
Naval Construction Group	Government	Mississippi - MS	Drive On Lifting Systems	\$102,773 (in 2017) \$99,415 (in 2019)	\$202,188	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	<p>ARI-HETRA has 15 dedicated Regional Sales Managers dispersed nationally with full geographic coverage. This team partners with our distributors who provide an additional 98 sales FTEs to fully cover the 12,000 private and government sector Customers to whom we have sold in the past decade.</p> <p>We have two full time Product Managers who handle product specifications, and provide customers with expert knowledge and training support in the field nationally. The Sales Directors and Field Sales Managers are very knowledgeable in cooperative purchasing, developing relationships with procurement personnel, and understanding the government purchase process. Each salesperson is trained to repair minor items on our lifts and carries a standard set of repair parts. They are able to do repairs as they make sales calls and alleviate the need for a service technician visit in some cases.</p> <p>We also have two distributor partners who handle Eastern Canada and Long Island, NY.</p>	*
26	Dealer network or other distribution methods.	Our distributor network covers the US and Canada and works closely with our Regional Sales Managers.	*

27	Service force.	<p>ARI-HETRA has 15 full-time employed service technicians dispersed in major metropolitan areas nationally. We have a senior service technician who trains our team and does field repairs as well. Our Service Specialists provide technical support and logistics from our Ohio office. Each technician has a company van equipped with parts to repair our products in the field.</p> <p>At ARI-HETRA's home office located in Ohio, the Customer Service Team handles inbound calls (toll free line) Monday - Friday from 7am - 5pm, and who work diligently to provide phone technical support, take part orders and arrange service visits from our technicians in the field.</p> <p>In addition, each field salesperson has a complement of parts and tools on their company vehicles to supplement the service force.</p> <p>Our distributors are also fully trained to repair ARI-HETRA repairs in the field and have inventory of their own. Together they provide 135 FTEs to our service offering.</p>	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ARI-HETRA has a dedicated Customer Service Team, who are direct employees who answer customer requests Monday - Friday, 7am - 7pm EST. All requests are answered, recorded and responded to immediately or within 24 business hours. The team is trained on requirements of state/local, education as well as Federal customers, ensuring that questions or issues are addressed in a timely manner. Phone technical support is provided free of charge. If on-site support is needed, our Service Specialists are daily contact with service technicians in and can see their vehicle locations tracked real-time by GPS transponders to make dispatching quicker by sending the closest technician and estimating a realistic response time. When an ARI direct service team member cannot respond timely, we dispatch an independent third party partner. We solicit customer feedback on every service work to ensure quality and fair pricing.</p> <p>Annual Safety Certification and Preventative Maintenance Inspection is available, prescheduled or on-demand, performed by ARI-HETRA factory trained personnel.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, as ARI-HETRA covers all geographic areas within the United States and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None, as ARI-HETRA fully serves all Sourcewell Member sectors, and our existing contracts do not limit our ability to sell on other contracts/cooperatives.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>We currently supply products to customers located in both Alaska and Hawaii.</p> <p>Customers in these two states would have to pay an extra cost (to be quoted in advance) for on-site installation or training if that is required.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ARI-HETRA has a track record of successfully marketing its government contracts and we look forward to the opportunity to promote Sourcewell, if we are awarded.</p> <p>A large percentage of our sales occur as a direct result of the strong relationships our field sales team have built with their customers. You can see in questions 25 and 26 that we have a dedicated field sales force who spend their time with their local customers. There is no advertising substitute for the one-on-one interaction that takes place. These interactions allow our sales team to understand the unique needs of each customer and to share ARI-HETRA solutions. This in person approach allows our sales team to discuss the various procurement methods and allows us to recommend Sourcewell as an option if appropriate.</p> <p>Another successful method of working with customers one-on-one is when we attend industry trade shows. ARI-HETRA typically attends over 20 industry shows per year. Although most of these shows are focused on the private sector we have found that many government employees attend these shows. For example, at the 2019 Waste Expo show we spoke to a number attendees responsible for waste collection for City and Municipal governments.</p> <p>ARI-HETRA has a robust advertising and lead generation program. We would add Sourcewell's contract logo and information to our www.ari-hetra.com website under a government tab that has 100+ clicks per month (https://www.arihetra.com/government/), and to our catalog which reaches over 10,000 recipients per year. We would also design a marketing flyer specific to the Sourcewell contract for our Field Sales Managers to email or hand to customers, and send broadcast emails to all eligible state and local recipients (from our current and potential customer database - approximately 4.5k State and Local Govt. email contacts and 4k Education).</p> <p>Our Sourcewell marketing strategy includes, but is not limited to:</p> <ul style="list-style-type: none"> - Targeted broadcast email campaigns - Promotion in 15+ annual national and regional trade shows - Newly designed Sourcewell collateral - Inclusion in our government website landing page - Google Adword advertising - Sourcewell contract partnership press releases to major trade publications - Facebook postings https://www.facebook.com/arihetra/ - LinkedIn postings https://www.linkedin.com/company/ari-hetra/ - You Tube postings https://www.youtube.com/user/ARIHETRAinc/videos - Instagram postings https://www.instagram.com/arihetra/ <p>These efforts will draw customers and potential customers to our corporate website, enhancing overall communication of our products/services and Sourcewell. Our www.ari-hetra.com website was recently modernized and updated, increasing our SEO (search engine Optimization) and social media presence to drive traffic to our website and our government contracts section https://www.arihetra.com/government/. We will also create an announcement on our blog section of our website: https://www.ari-hetra.com/blog.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As described above, our www.ari-hetra.com website was recently redesigned to improve user experience and to increase Search Engine Optimization. We are better able to utilize social media in order to drive traffic to our website through website landing pages, product videos, Google Adword advertising, and company-wide weekly Facebook, LinkedIn, YouTube and Instagram postings. There is a specific "government" and "how to buy" tab on our website, where a customer can find information on our current cooperative contracts, including a section titled "The Power of Cooperative Contract Purchasing" (https://www.ari-hetra.com/how-to-buy/). These efforts draw customers and potential customers to our corporate website, enhancing overall communication of our products and/or services.</p> <p>When on www.ari-hetra.com it is easy for customers to find a local sales rep by searching via zip code. We also have easy to fill out forms for visitors to request price quotes, contact us, inquire about parts and place service requests.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We look to Sourcewell for three main things in promoting the contract:</p> <ol style="list-style-type: none"> 1. Select quality vendors that provide a wide range of products so members can get the products they need at the best value under one contract. 2. Provide excellent administrative support to both Sourcewell members, and vendors providing products and service. 3. Promote the Sourcewell name and educate on the benefits of the cooperative to agencies and education institutes in the USA and Canada. <p>ARI-HETRA understands that if awarded a Sourcewell contract, contract information would be marketed to members per the proposed marketing plan in question 32. The ARI-HETRA sales team will be trained to offer the Sourcewell contract as an option to government buyers who seek the type of equipment we provide. If awarded, we would present our Sourcewell plans at our annual national sales meeting and review how best to educate customers and utilize this contract, which would include, but not be limited to: how to start the procurement conversation with customers, creating quotes (see example custom contract quote templates we use), and how to process orders. ARI-HETRA views Sourcewell as an advantageous contract for increasing government sales without going to bid, and we would dedicate ourselves to heavily promoting and utilizing this contract nationally. We have experience and success with our other national contracts. See questions 21-22.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have an e-procurement system as our products generally require consultative selling to ensure safety and proper product for the purpose.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ARI-HETRA equipment is provided with an operator's manual, and equipment is installed free of charge with the exception of Scissor Lifts and Exhaust Extraction Systems. Our field sales team will set up the equipment and provide free training within the continental United States (CONUS = The 48 Contiguous States and the District of Columbia). Additional charges may apply for locations outside the continental United States (OCONUS = Outside Continental United States). Overseas = Any country or place beyond CONUS like Canada, Hawaii, Alaska or Puerto Rico.	*
37	Describe any technological advances that your proposed products or services offer.	<p>The core of ARI-HETRA's Mobile Column Lifting Systems is a Recirculating Stainless Steel Ball Screw. This highly efficient operating approach eliminates all hydraulics, giving ARI-HETRA users distinct advantages. Ball bearings reduce friction and distribute the load evenly. Benefits of lower friction: improves speed, force, duty cycle rating, and contributes to a longer life cycle and less motor power required, therefore less energy consumption. The ball screw has over 20 years life expectancy, and is nearly maintenance free.</p> <p>Since the technology does not use hydraulics, the customer will never experience a leaking hydraulic seal. Our system uses an electronic brake to lock the gear box in place and requires electrical voltage applied to the brake to release it. This adds up to a safety feature that is always on and does not need to be applied by the user like a hydraulic system safety lock system does.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ARI-HETRA's wireless and battery mobile column lifts are engineered to be environmentally friendly by providing energy savings. ARI-HETRA mobile column lifts offer its users Regenerative Power - ARI-HETRA's ball screw design minimizes the energy needed to raise a vehicle (as compared to a hydraulic lift system). This same design provides for the generation of incremental power/current for the lifting system, resulting from the force exerted during the process of lowering a raised vehicle on a lift. The additional power is ultimately returned to batteries for storage by use of a reversing electric motor/ generator.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None available.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None, not applicable. ARI-HETRA does not have any official certifications, but we are self-certified as a small business through the U.S. Federal government's Systems for Award Management (SAM) registration under primary classification NAICS code 333921 (ARI-HETRA cage code is 7H2W1) under our current GSA schedule contract # GS-07F-291AA.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>We provide the only factory authorized direct sales, service, preventative maintenance, safety inspections, and replacement parts on ARI-HETRA Mobile Column Lifting Systems and ARI-HETRA branded products. For over 30 years, ARI-HETRA continues to be a premium Heavy-Duty brand providing maintenance equipment and are leaders in safety, reliability, durability and service.</p> <p>These Mobile Column Lifting Systems are manufactured in the United States of America. They have also been safety certified by the Automotive Lift Institute (ALI), and by ETL Intertek. While other Mobile Lift Systems use Hydraulic drives, we offer the most advanced Ball-Screw Technology with a certified ARI-HETRA mobile, heavy-duty wheel engaging lift system that will improve the efficiency and safety of automotive maintenance:</p> <ul style="list-style-type: none">- Precision Ball Screw Lifting Mechanism, with a simple mechanical drive- Ball screw technology has a 20 year life expectancy, longer than ACME thread- There is no possibility of leaking seals like hydraulics used in other Mobile Lift Systems- There are over 100 ball bearings sealed with grease fitting to ensure low friction- Inherent mechanical column synchronization- Precision Height Adjustment (inching)- Lifetime performance <p>ARI-HETRA offers this dependable brand of Mobile Column Lift Systems that give technicians the value of flexible work bays and a comfortable workstation. They allow full, unobstructed access under the vehicle to quickly fulfill routine maintenance inspections and repairs. Mobile Column Lifts have many advantages and drastically improve daily maintenance operations. They are easy to operate, give technicians optimal space for working around the column, and create a safe working environment.</p> <p>In summary, what differentiates ARI-HETRA from the market includes:</p> <ul style="list-style-type: none">- 30+ year old ARI-HETRA American-Made Mobile Column Lifts approved by ALI, and NRTL certified ETL Intertek.- Heavy-Duty Mobile Column Lift Systems are achieved with a Ball-Screw Design (and not hydraulics, which can lead to leaking seals or cut hoses).- Products are sold from a direct ARI-HETRA sales and service team to include Wireless, Line Powered, or Battery-Operated Mobile Column Lifts.- Mobile Lifts have Safety Braking System and Mechanical Lock-Wedge (no long-step procedure to ensure vehicle is properly locked).- Line and Battery-Powered Mobile Column Lifts have built-in safety features which prevent operation if capacity overload is detected.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	ARI-HETRA is highly active selling in Canada today with bi-lingual sales and service. We look forward to providing our products and services to Canadian Sourcewell member agencies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
-----------	----------	------------

43	Do your warranties cover all products, parts, and labor?	<p>All ARI-HETRA products (Mobile & HDXL Scissor Lift Systems, Wheel Service Products, and Exhaust Extraction Systems and accessories), have a one (1) year Labor warranty.</p> <p>- Our Mobile Column and HDXL Lift Systems are also warranted for a period of five (5) years from date of new system purchase for all Structural and Mechanical parts (Structural and Mechanical parts include the frame body, gearbox, and mechanical ball-screw components). Electronics and non-structured parts are warranted for a period of two (2) years on new Lift systems. Warranted parts or components will be replaced or repaired at the discretion of ARI-HETRA and parts replaced under the warranty period carry the remaining balance of the original manufacturer's warranty. Structural and Electrical Parts warranties include first (1) year labor and travel. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement warranty.</p> <p>- All ARI-HETRA branded accessories and components are warranted for a period of one (1) year from date of purchase. This includes, but is not limited to, Refurbished Lifts, Stands, Lifts Accessories, and Remote Control. Warranty includes labor and travel or return and replacement charge.</p> <p>- All ARI-HETRA branded Heavy-Duty Wheel Service Products including but not limited to Tire Changers, Balancers, Inflation Cages, Hydraulic Jacks, Brake Lathes, and Brake Handling products are warranted to a period of one (1) year from date of purchase. Warranty includes labor and travel or return and replacement charge.</p> <p>All mechanical and structural components of the ARI-HETRA Exhaust Extraction Systems are warranted for a period of one (1) year from date of purchase during which time warranted parts will be replaced or repaired at the discretion of ARI-HETRA without charge.</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All ARI-HETRA products should be installed and serviced by ARI-HETRA trained and authorized sales or service personnel. Our warranty does not apply unless the product is installed, operated, used and maintained in accordance with ARI-HETRA specifications, as set forth in the ARI-HETRA Operations & Service Instructions" manual. The warranty does not cover normal maintenance or adjustments, damage or malfunction due to improper handling, improper installation, abuse, misuse, overloading, negligence, unsuitable power sources, carelessness, or normal wear and tear.</p> <p>Damage caused by unauthorized service companies will void the warranty related to that damage and its coverage periods. All warranties are expressly conditioned upon use of only such replacement parts as are manufactured or approved by ARI-HETRA. After expiration of labor and travel warranties while parts warranties are still in effect, parts which are thought to be defective may be returned to ARI-HETRA in combination with an RMA (returned material authorization) with freight charges to be reimbursed in the event that ARI-HETRA determines the part(s) were defective.</p>	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, ARI-HETRA's warranty covers first year travel and labor.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	There are no geographic regions in the United States or Canada where we do not provide a certified technician to perform warranty repairs. Sourcewell members can call our 800 number, to reach our Customer Service Team and Tech Support. They may also email or speak to the Regional Sales Manager people to arrange an appointment for service and warranty repair.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, ARI-HETRA will not cover warranty service on any non ARI-HETRA branded products.	*
48	What are your proposed exchange and return programs and policies?	ARI-HETRA offers a full refund on unused equipment less 15% restocking fee plus freight cost, up to 30 days after delivery.	*
49	Describe any service contract options for the items included in your proposal.	ARI-HETRA does not have any current service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Leasing programs are available through ARI-HETRA's partners for schools and state & local government. We do not provide financing for the federal government. Our leasing options are utilized by our private sector customers and in our experience school and government agencies do not tend to use this procurement method.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Initial demand will be generated through our marketing activities, a salesperson visit, a website inquiry or inquiry from our existing customer base. A quote is generated with Sourcewell contract number, logo and pricing (See GSA QUOTE EXAMPLE ATTACHED) and emailed or hand delivered to the customer. Distributors do not issue contract pricing quotes, rather they work with ARI-HETRA to have them issued.</p> <p>In some cases a customer requests an onsite product demonstration or short term evaluation, which ARI-HETRA provides as necessary. A purchase order is then issued and is processed through our headquarters and office location in Ohio by our Customer Service Team. POs are checked for accuracy (ship to address, equipment configuration, adequate bill to information provided, coding of order to contract, discount, etc.). Any questions are addressed with the customer and an order confirmation is issued.</p> <p>Equipment is shipped then invoiced with the accounting team doing one last check for errors. The equipment is delivered and an ARI-HETRA employee or representative coordinates free on-site safety training (CONUS & Eastern Canada). Automated order reports are generated by contract, are reviewed and payments submitted quarterly (more detail described in question #63). We have a portfolio of government contracts and are experienced in administrative fee processing.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, ARI-HETRA accepts P-card procurement. If the amount is over \$2,000.00, there is a 2%-3% fee depending on ARI-HETRA's actual cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
-----------	----------	------------	--

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ARI-HETRA offers Sourcewell participants a discount by product type as shown in the supplied pricelist. Out of fairness to all customers, some who are near to our facilities and some who are distant, ARI-HETRA does not include freight costs in its list prices. Therefore, all shipping and delivery is FOB origin at cost and customers nearer to our point of shipment do not bear a pro-rated cost for those farther away.</p> <p>All ship-from locations are within the continental United States. All products imported from international manufacturers are inventoried at an ARI-HETRA facility and shipping is invoiced from that location.</p> <p>ARI-HETRA will not mark up freight charges and will invoice only for its exact costs incurred from third parties.</p> <p>Our Logistics Manager ensures best delivery timeframe and costs, working with all major freight carriers according to negotiated contracts in place between the carrier and ARI-HETRA. All shipments arranged by ARI-HETRA are with reputable carriers with appropriate insurance.</p> <p>We are also pleased to work with many customers who prefer to arrange their own logistics and we provide support to facilitate as needed.</p> <p>Please refer to uploaded document for a detailed pricelist.</p>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering Sourcewell end users a percentage discount from our list price which varies based on product, ranging from 15% to 20%, as shown in the pricelist.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Yes. Quantity/volume discount is an additional discount for gross sales amount greater than the following breakpoints. This applies to all ARI products:</p> <p>Base discount shown off list price in the pricelist applied to all sales up to \$75,000 in list price before discount</p> <ul style="list-style-type: none"> - Additional 1% off list price on all sales greater than \$100,000 in list price before discount - Additional 1% off list price on all sales greater than \$125,000 in list price before discount - Additional 1% off list price on all sales greater than \$150,000 in list price before discount - Additional 1% off list price on all sales greater than \$250,000 in list price before discount - Additional 1% off list price on all sales greater than \$500,000 in list price before discount 	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ARI-HETRA will offer "open market" items not covered within the Sourcewell contract by supplying a quote for each such request.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	ARI-HETRA offers free installation and training on all products. We do impose an extra charge for travel outside the continental United States (OCONUS) when installing, training, or servicing a product.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>ARI-HETRA will charge freight as an additional charge, as "FOB Destination, freight collect at cost."</p> <p>Title to goods, and responsibility and liability for loss and/or damage in shipping shall pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User and shipping terms must be "F.O.B. Destination – Freight Collect". Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ARI-HETRA would offer FOB Origin for Alaska, Hawaii, Canada or any OCONUS delivery point.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HDXL scissor lifts require a full flatbed truck for delivery and based on the model may require ARI-HETRA to coordinate for a large (12,000 lbs.) forklift to be onsite for offloading.	*
----	---	---	---

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	The proposer holds a number of government contracts. By agreement we offer our highest discount to our federal GSA Schedule eligible customers. The GSA contract has the lowest fees of our current contract portfolio which makes it easier to achieve the discount level. We are offering Sourcewell members a discount that is close to our GSA discount and it would be the best discount rate that State & Local, education and municipality customers could receive on ARI-HETRA products.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>ARI-HETRA has internal procedures for compliance with all our government contracts, and multiple checkpoints:</p> <ol style="list-style-type: none"> 1. Sales Team would issue a quote with Sourcewell pricing and contract numbers to eligible customers. 2. Purchase orders would be reviewed by our Customer Service Team to check for proper pricing, discount, terms/conditions, eligibility and applicable freight charges before accepting into our system. 3. The Sourcewell member would then receive a Sales Order Acknowledgement showing the specifics of the order. 4. All sales are tagged for their contact affiliation for performance and quarterly reporting purposes, this is what we do for all contracts including our GSA schedule. 5. Before invoices are sent to a customer, our Billing Department checks for errors. 6. Sales are housed in our business operating software (see question 65) and Quarterly Reports are done in a timely manner by our internal Contracts Specialist.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ARI-HETRA will issue a 1% administrative fee to Sourcewell for the services rendered on products sold on the contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	ARI-HETRA will utilize our current contract quote and sales order process to gather data to evaluate our targeted contract goals. Our sales and administrative teams adjust the status of quotes and sales orders at major milestones within the lifecycle of a sale. This data is shared in frequently viewed dashboards with the salesperson, their manager and the management team. This data is dynamically pulled from our business operating software and is shared in easy to understand text and graphic reports that can be accessed using a secure login from any device browser. This tracking method is built into our existing sales cycle process and is reviewed by the management team on a regular basis and corrections are made to increase success. Our tracking system is very helpful when forecasting, evaluating, correcting and celebrating.
66	Identify any certification(s) that your business or the products included in your proposal have attained or received.	In accordance with the new American National Standards Institute (ANSI) requirements "Safety Standard for Automotive Lift Construction, Testing and Validation", ARI-HETRA Mobile Column Lifts are ANSI/ALI ALCTV-2017 certified, where applicable. Each post is tested, witnessed and verified by a Nationally Recognized Testing Laboratory (NRTL) for operational and physical conformance to the ANSI/ALI ALCTV-2017, UL-201 Standard for Safety of Garage Equipment and CAN/CSA C22.2 No.0, 14, 68 and 100 Canadian Standard. The certified posts are NRTL listed, both electrically and structurally, and bear the ALI/MET label of compliance. Our manufacturing partner Maha USA L.L.C. holds ISO 9001:2015 in their manufacturing facility.
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	All current ARI-HETRA lifts utilize onboard memory that can be updated in the field. Our service technicians are able to erase and reprogram the operating instructions on our lifts if and when there are modifications or improvements. Advancements in technology often allow for component upgrades on things like switches, sensors and wiring and whenever possible we utilize the existing mechanical mounting points. The low complexity of our designs allow for easy upgrades by swapping out a mounting bracket and component and rewiring. Changes in the mechanical design are rare as the structural steel construction of our equipment is held to rigorous third party safety standards (ANSI/ALI ALCTV-2017) that do not allow for modification after original factory production.
68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	ARI-HETRA directly employs the majority of its service team. In the cases that it utilizes third party partners they will undergo the same training as a newly hired ARI-HETRA service employee. Training includes time spent in the factory working with the lift assembly and engineering teams to get comprehensive and hands-on experience. Technicians are then trained on our procedures and the ability to locate appropriate documentation. New technicians then spend a predetermined time in the field with a senior trainer / technician to perform service and preventative maintenance on all ARI-HETRA equipment. Our Human Resource Department keeps track of all new hires and completion of training certification.
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	ARI-HETRA operates from its main facility located in Ohio. We have a Customer Service Team, Technical Support experts, and Parts experts on hand to take calls from customers who are in need Monday - Friday from 7am-5pm EST. After hours messages are returned the following business day. We can utilize the convenience of modern cell phones to gather photos or utilize video messaging to help in real time diagnosis. Phone and email service requests that are not addressed on the first contact are typically handled within 24-48 hours, with on-site service calls scheduled within a reasonable time frame. Replacement parts are stocked in our Ohio facility in a 1,200 square foot area housing over 2,000 individual part numbers. Parts availability can be obtained from our Customer Service team and in-stock items can be shipped overnight at the customer's request and approval of the shipping fee. In addition each service technician has a van stocked with all the components (less main beam or carriage) so they can handle service requests directly when they are on customer site. Our sales team all have company vehicles with a smaller inventory of critical components and are able to perform repairs on a more limited scope than a technician.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength And Stability.zip - Thursday January 30, 2020 16:18:13
 - [Marketing Plan/Samples](#) - Marketing Plan _ Samples.zip - Thursday January 30, 2020 16:24:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.pdf - Thursday January 30, 2020 14:02:59
 - [Pricing](#) - Pricing.pdf - Thursday January 30, 2020 16:20:43
 - [Additional Document](#) - Other Documents.zip - Thursday January 30, 2020 16:16:23

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bill Gibson, VP Business Development, ARI Phoenix, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**22000949-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**WILSON COUNTY MOTORS LLC
903 SOUTH HARTMANN DRIVE

LEBANON, TN 37090

**S
h
i
p
t
o**City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN

37814

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
615-444-9642				22001333	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
10/26/21	008708				41610	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			2.00	25798.20000	51,596.40
				EACH		
	2022 CHEVROLET COLORADO (12M43)4WD CREW CAB 128" WORK TRUCK PER SWC 209 COUNCIL APPROVAL DATE: NOVEMBER 2, 2021 44430-971					51,596.40
					PO Total	51,596.40

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Wilson County Motor Co LLC
903 S HARTMANN DR
LEBANON, TN 37090

Vendor ID: 0000000869

Contract Number: 0000000000000000000072307

Title: SWC209 Vehicles

Start Date : September 24, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000187724
Minivan and Full-Size Vans, Chevy, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000187727
Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 7

Item ID: 1000187750

Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 8

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 9

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 10

Item ID: 1000187754

Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 11

Item ID: 1000187733

Sedans, Hyundai, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 12

Item ID: 1000187734

Sport Utility Vehicles, Hyundai, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 13

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset


Unit of Measure: EA

Vendor Item/Part #: SWC209-WILS-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED:



Digitally signed by Michael E. Perry
DN: cn=Michael E. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov, c=US
Date: 2021.09.22 13:49:08 -05'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
Date: 2021.09.22 07:30:43
-05'00'

PURCHASING AGENT

DATE

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**22000948-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401**S
h
i
p
T
o**CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 22001334		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 10/26/21		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
001	ORIGINAL				1.00	67038.28000	67,038.28		
	2022 RAM 3500 CHASSIS CAB (DD8L93) TRADESMAN 4WD CREW CAB 60" CA 172.4" WB WITH KNAPHEIDE 9"6 DUMP BODY PER SWC 209				EACH				
	COUNCIL APPROVED DATE: NOVEMBER 2, 2021 44430-971						67,038.28		
						PO Total	67,038.28		

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

71

[Return to Agenda](#)



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 0000000000000000000072308

Title: SWC209 Vehicles

Start Date : September 24, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008
Manufacturer Item #:
Unit Price: \$ 0

APPROVED:  Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2021.09.16 09:47:17 -05'00'
CHIEF PROCUREMENT OFFICER

BY:  Digitally signed by Mike Neely
Date: 2021.09.16 08:22:08
-05'00'
PURCHASING AGENT
DATE

The City of Morristown

Office of Administration



To: Mayor and City Council
From: Anthony W. Cox, City Administrator
Subject: Downtown Event – Peavine Alley for Christmas
Date: October 29, 2021

You will recall that Council approved the closing of a portion of Peavine Alley for the month of October for a “pumpkin patch” event. The event has been successful and has generated several positive comments and very few problems. Downtown Morristown would like to once again close this area for the upcoming holidays from November 22nd until December 31st.

The concept for the Christmas alley would be for photo opportunities and a place they can host a holiday pop-up market for craft vendors. They hope to get sponsors to cover the cost of decorating the alley and leave enough room to place a few pop-up tents for local crafters to sell for Christmas time. This will be a place for the community to enjoy while they are shopping downtown and will offer some extra shopping excitement during the holiday season.



The special use permit application guidelines do not anticipate a street closing with a duration of a month. Considering this, the special use requires action by the City Council.

Staff did not identify any public safety or traffic concerns that could not be accommodated with this event. With success of the pumpkin patch, approval of this Christmas special use is recommended.

CHANGE ORDER

No. **2 (FINAL)**

DATE OF ISSUANCE	October 26, 2021	EFFECTIVE DATE	November 2, 2021
OWNER	City of Morristown		
CONTRACTOR	King General Contractors, Inc.		
Contract:	City of Morristown – South Cumberland Drainage Improvements		
Project:	South Cumberland Drainage Improvements		
OWNER's Contract No.		ENGINEER's Contract No.	MRC722
ENGINEER	LDA Engineering		

You are directed to make the following changes in the Contract Documents.

Description: Add new line items for the change outlined below.

Reason for Change Order: Utility conflicts (fiber cable and sewer line) caused a redesign of a significant length of the project. Bad soils encountered in trench excavations resulted in larger excavations and materials to restore to existing conditions. Additions to project for parking lot at Lebel building and Farmer's Market,

Attachments: (List documents supporting change) Project Recap

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$	459,505.80
Net Increase (decrease) from previous Change Orders No. 0 to No. 1	
\$	23,000.00
Contract Price prior to this Change Order	
\$	482,505.80
Net Increase (decrease) of this Change Order	
\$	156,817.80
Contract Price with all approved Change Orders	
\$	639,323.60

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	120
Ready for final	150
	(days or dates)
Net changes from previous Change Orders No. 0 to No. 1:	
Substantial Completion:	0
Ready for final	0
	(days)
Contract Times prior to this Change Order	
Substantial Completion:	120
Ready for final	180
	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion:	60
Ready for final	60
	(days)
Contract Times with all approved Change Orders	
Substantial Completion:	150
Ready for final	240
	(days or dates)

RECOMMENDED:

BY: 
ENGINEER (Authorized Signature)

DATE: 10/26/2021

APPROVED:

BY: _____
OWNER (Authorized Signature)

DATE: _____

ACCEPTED:

BY: _____
CONTRACTOR (Authorized Signature)

DATE: _____

MRC722

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.

00640 - 1

PROJECT RECAP							
South Cumberland Drainage Improvements							
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Total Completed and Stored to Date (D + E)	Overrun (+) or Underrun (-)
Bid Item No.	Description						
1	Removal of Structures	1	\$48,250.00	\$48,250.00	1	\$48,250.00	
2	Asphalt Concrete Surface Mix Grading E	46	\$541.15	\$24,892.90	104.30	\$56,441.95	\$31,549.05
3	Bituminous Material for Tack Coat (TC)	0.4	\$1,895.00	\$758.00	0.8	\$1,516.00	\$758.00
4	Concrete Curb and Gutter	120	\$75.00	\$9,000.00	146	\$10,950.00	\$1,950.00
5	Concrete Lowered Curb and Gutter	90	\$75.00	\$6,750.00			-\$6,750.00
6	Concrete Post Curb	12	\$165.95	\$1,991.40	95	\$15,765.25	\$13,773.85
7	Concrete Sidewalk	650	\$17.25	\$11,212.50	1474	\$25,426.50	\$14,214.00
8	18" Reinforced Concrete Pipe	39	\$365.00	\$14,235.00	70	\$25,550.00	\$11,315.00
9	24" Reinforced Concrete Pipe	75	\$420.00	\$31,500.00	75	\$31,500.00	
10	30" Reinforced Concrete Pipe	20	\$895.00	\$17,900.00	20	\$17,900.00	
11	42" Reinforced Concrete Pipe	36	\$595.00	\$21,420.00	36	\$21,420.00	
12	48" Reinforced Concrete Pipe	248	\$525.00	\$130,200.00	248	\$130,200.00	
13	60" Reinforced Concrete Pipe	24	\$1,065.00	\$25,560.00	32	\$34,080.00	\$8,520.00
14	TDOT No. 12RA Catch Basin 4' to 6' Depth	3	\$4,995.00	\$14,985.00	4	\$19,980.00	\$4,995.00
15	TDOT No. 12RB Catch Basin 10' to 12' Depth	1	\$8,845.00	\$8,845.00	1	\$8,845.00	
16	TDOT No. 14P Catch Basin 4' to 6' Depth	2	\$4,995.00	\$9,990.00	2	\$9,990.00	
17	TDOT No. 14P Catch Basin 6' to 8' Depth	1	\$5,799.00	\$5,799.00	1	\$5,799.00	
18	TDOT 6' dia. Manhole 6' to 8' Depth	1	\$5,995.00	\$5,995.00	1	\$5,995.00	
19	TDOT 6' dia. Manhole 10' to 12' Depth	2	\$7,595.00	\$15,190.00	2	\$15,190.00	
20	TDOT 7x7' Manhole 12' to 14' Depth	1	\$10,997.00	\$10,997.00	1	\$10,997.00	
21	Traffic Control	1	\$29,850.00	\$29,850.00	1	\$29,850.00	
22	Construction Fence	300	\$6.95	\$2,085.00	300	\$2,085.00	
23	Erosion and Sediment Control	1	\$5,600.00	\$5,600.00	1	\$5,600.00	
24	Cleanup, Final Grading and Seeding	1	\$2,500.00	\$2,500.00	1	\$2,500.00	
25	Miscellaneous Concrete	10	\$225.00	\$2,250.00	10.8	\$2,430.00	\$180.00
26	Miscellaneous Stone	50	\$35.00	\$1,750.00	75	\$2,625.00	\$875.00
27	CO # 1	1	\$23,000.00	\$23,000.00	1	\$23,000.00	
NEW ITEM	DELAY COSTS		\$6,000.00		1	\$6,000.00	\$6,000.00
NEW ITEM	MODIFICATIONS TO STRUCTURES		\$8,800.00		1	\$8,800.00	\$8,800.00
NEW ITEM	ADDITIONAL DEMO WORK		\$4,712.50		1	\$4,712.50	\$4,712.50
NEW ITEM	ADDITIONAL FLOWABLE FILL		\$1,008.00		1	\$1,008.00	\$1,008.00
NEW ITEM	PETROMAT		\$1,900.00		1	\$1,900.00	\$1,900.00
NEW ITEM	ASPHALT BASE		\$288.00		100	\$28,800.00	\$28,800.00
NEW ITEM	MBR CONCRETE REPAIR @ REHAB AND OFFICES		\$9,500.00		1	\$9,500.00	\$9,500.00
NEW ITEM	LOWERED CURB AT DUMPSTER PAD		\$82.00		12	\$984.00	\$984.00
NEW ITEM	DUMPSTER PAD		\$21.25		324	\$6,885.00	\$6,885.00
NEW ITEM	ADDITIONAL STRIPING		\$1,600.00		1	\$1,600.00	\$1,600.00
NEW ITEM	ADD FOR ASPHALT SURFACE MATERIAL INCREASE		\$20.00		104.3	\$2,086.00	\$2,086.00
NEW ITEM	ADD FOR ASPHALT TACK MATERIAL INCREASE		\$260.00		0.8	\$208.00	\$208.00
NEW ITEM	ADD FOR CONCRETE CURB AND GUTTER MATERIAL INCREASE		\$7.00		146	\$1,022.00	\$1,022.00
NEW ITEM	ADD FOR POST CURB MATERIAL INCREASE		\$10.00		95	\$950.00	\$950.00
NEW ITEM	ADD FOR CONCRETE SIDEWALK MATERIAL INCREASE		\$4.00		1474	\$5,896.00	\$5,896.00
NEW ITEM	ADD FOR MISC. CONCRETE MATERIAL INCREASE		\$8.00		10.8	\$86.40	\$86.40
NEW ITEM	DEDUCT FOR DEPTH OF TRENCH EXCAVATION		\$5,000.00		-1	-\$5,000.00	-\$5,000.00
Totals				\$482,505.80		\$639,323.60	-\$156,817.80



Morristown City Council Agenda Item Summary

Date: October 29, 2021

Agenda Item: Contract with GEOS for Thompson Creek Road Project

Prepared by: Larry Clark, Assistant City Administrator

Subject: Approval to accept contract with GEOS for Thompson Creek Road Project

Background/History: The City of Morristown has used GEOS for material testing on other projects.

Financial Impact: Funds have been appropriated in the 20-21 FY budget.

Action options/Recommendations: It is staff's recommendation to accept the proposed services in the amount not to exceed \$27,535.00 approve the proposal, and to allow Tony Cox, City Administrator to enter into agreement with GEOS.

Attachments: Proposal.



October 28, 2021

City of Morristown
100 W. 1st North Street
Morristown, Tennessee 37814

ATTENTION: Mr. Tony Cox
tcx@mymorristown.com

Reference: **Proposal for Construction Materials Testing Services**
Crockett Trace Drive
Morristown, Tennessee
GEOServices Proposal No. 12-21789

Dear Mr. Cox:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT INFORMATION

Based on our phone conversation with Mr. Michael Poteet on October 22, 2021, we understand that a new roadway will be constructed from Day Lily Lane to the Wal-Mart parking lot. We understand that the area will require significant fill areas along with infrastructure upgrades. A copy of the project plans and/or specifications were not provided at the time of this proposal.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, GEOServices proposes to offer the following services as part of this proposal:

Laboratory Testing: Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

Proofrolling Observations: Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

Field Density Testing: Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

Fresh Concrete Testing: During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

Field Density Testing of Basestone: After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

Asphalt Testing: During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

Asphalt Coring Services: If requested and at the completion of asphalt placement, we can obtain core samples from the asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core. Additionally, our personnel can measure the underlying base stone thickness. At the completion of coring, the core holes will be backfilled with non-shrink grout.

Reporting: At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a GEOServices project manager, and issued in a typed format.

LABORATORY ACCREDITATION

GEOServices participates and maintains AASHTO Accreditation through the AMRL and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the AMRL website at <http://www.amrl.net>.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.

CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

1. Please forward a copy of the project plans and specifications to GEOServices prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, GEOServices will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested, assumed schedule and the quantities and rates shown on the attached OPC, we estimate our fee will be on the order of **\$27,535**. This is not a lump sum price and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. Please verify that our assumptions and/or quantities are consistent with the contractor's schedule. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units

performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since GEOServices will be on-site only when requested by your appointed representative, your project superintendent will have ultimate control over the project efficiency and cost of the materials testing services.

CONTRACT

We understand you will issue a professional services agreement to authorize our services. Please forward the agreement via email to W. Ros Kingery III, P.E. at rkingery@geoservicesllc.com or to our office located at 2561 Willow Point Way, Knoxville, Tennessee 37934.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,
GEOServices, LLC



Christopher R. Haynes, P.E.
Project Manager

Attachments: Fee Schedule
Opinion of Probable Cost (OPC)

FEE SCHEDULE

A. PERSONNEL

1. Engineering Technician, *per hour	\$ 50.00
2. Senior Engineering Technician, *per hour	\$ 65.00
3. Metals Technician, per hour	\$ 95.00
4. Staff Professional, per hour	\$ 90.00
5. Registered Engineer, per hour	\$ 120.00
6. Senior Registered Engineer, per hour	\$ 150.00
7. Trip Charge, per round trip	\$ 25.00
8. Drafting Services, per hour	\$ 65.00
9. Secretarial Services, per hour	\$ 45.00

B. LABORATORY

1. Moisture Content, each	\$ 10.00
2. Atterberg Limits, each	\$ 75.00
3. Proctor Compaction Test:	
a.) Standard Methods, each	\$ 150.00
4. Stone Proctor Compaction Test – Standard, each	\$ 200.00
5. Concrete Cylinder Compression Test, per cylinder cast	\$ 15.00
6. Masonry Mortar and Grout Testing, per sample cast	\$ 20.00
7. Asphalt Core Thickness and Unit Weight, per core	\$ 50.00

Note: Additional project specific tests will be priced upon request

C. SPECIAL EQUIPMENT CHARGES

1. Nuclear Gauge, per site visit	\$ 50.00
2. Floor Profilometer, per day	\$ 250.00
3. Asphalt Coring Machine, per day	\$ 250.00
4. Rental Equipment/Subcontracts	Cost + 15%

*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

Notes:

All personnel time is portal to portal.

Engineering Technician, Minimum 4 hours per visit.



Opinion of Probable Cost (OPC)

Crockett Trace Drive

Morristown, Tennessee

GEOServices Proposal No. 12-21789

FIELD SERVICES	QUANTITY	RATE	TOTAL
Site Grading Operations - Proofrolling observations, laboratory testing and soil density testing. Assume 30 site visits, 6 hours/visit.			
Engineering Technician:	180 hours	\$50.00 /hour	\$9,000.00
Registered Engineer:	20 hours	\$120.00 /hour	\$2,400.00
Secretarial Services:	20 hours	\$45.00 /hour	\$900.00
Nuclear Density Gauge:	30 days	\$50.00 /day	\$1,500.00
Laboratory Standard Proctor:	2 test	\$150.00 /test	\$300.00
Moisture Testing:	2 test	\$10.00 /test	\$20.00
Atterberg Limits Testing (Plasticity):	2 test	\$75.00 /test	\$150.00
Trip Charge (per day):	30 trips	\$25.00 /trip	\$750.00
Exterior Concrete Testing - Assume 15 placements, 4 hours/visit. Assume 15 concrete pick-ups, 2 hours/visit.			
Engineering Technician:	90 hours	\$50.00 /hour	\$4,500.00
Registered Engineer:	20 hours	\$120.00 /hour	\$2,400.00
Secretarial Services:	10 hours	\$45.00 /hour	\$450.00
Concrete Cylinder Compression Test:	75 cylinders	\$15.00 /test	\$1,125.00
Trip Charge (per day):	30 trips	\$25.00 /trip	\$750.00
Basestone Testing - Assume 3 site visits, 4 hours/visit.			
Engineering Technician:	12 hours	\$50.00 /hour	\$600.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Secretarial Services:	1 hours	\$45.00 /hour	\$45.00
Nuclear Density Gauge:	3 days	\$50.00 /day	\$150.00
Stone Proctor:	1 test	\$200.00 /test	\$200.00
Trip Charge (per day):	3 trips	\$25.00 /trip	\$75.00
Asphalt Testing - Assume 6 site visits, 4 hours/visit.			
Engineering Technician:	24 hours	\$50.00 /hour	\$1,200.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Secretarial Services:	2 hours	\$45.00 /hour	\$90.00
Nuclear Density Gauge:	6 days	\$50.00 /day	\$300.00
Trip Charge (per day):	6 trips	\$25.00 /trip	\$150.00
Opinion of Cost			\$27,535.00

Notes: 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.



JASON E. MUMPOWER
Comptroller

September 27, 2021

Congratulations!

We are pleased to present you with the enclosed certificate recognizing the hard work and commitment of your local officials, including budget and finance staff, to operate your government with a sound financial plan.

This certificate is being awarded based upon the following criteria:

- Your budget was adopted on or before the fiscal year end;
- Your budget was filed with our office within 15 days of adoption;
- No issues of concern were raised during our review of the budget; and
- Your local government is not currently under the oversight of the Water & Wastewater Financing Board, or Utility Management Review Board.

Thank you for your contribution to making government work better! We recognize the importance of managing public finances in a responsible manner and encourage local officials to keep up the good work!

As always, please feel free to reach out to your Financial Analyst or contact our main office at 615.401.7829 or LGF@cot.tn.gov.

Very truly yours,

Jason E. Mumpower
Comptroller of the Treasury

Betsy Knotts
Director, Local Government Finance



This certificate is proudly presented to

CITY OF MORRISTOWN

on this day, September 27th, 2021, in recognition of its timely adoption of a balanced budget for fiscal year beginning July 1, 2021.

The budget review was completed by the Office of the Comptroller of the Treasury and resulted in a standard approval indicating the government's commitment to operate with a sound financial plan.



JASON E. MUMPOWER
Comptroller of the Treasury

