

Pre-Meeting WORK SESSION

September 6, 2022

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

September 6, 2022

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Dr. Cynthia Thompson, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 16, 2022

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. 4719

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032034 02200 (Thompson Creek Road) from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District).

2. Ordinance No. 4720

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 (Sherwood Drive) from LB (Local Business District) to R2 (Medium Density Residential District).

3. Ordinance No. 4721
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control) of The Morristown Municipal Code Chapter 2, Definitions, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) – Open Spaces.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. 2022-22
A Resolution of the City of Morristown, Requesting Approval to Apply for the Hazardous Materials Emergency Preparedness Grant Program.

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Sections 201, 207, 209, 210 & 216 of the Morristown Municipal Code (Beer).
{Public Hearing Date September 20, 2022}
2. Ordinance No. _____
Being an Ordinance of the City of Morristown, Tennessee Amending Title 9, Chapter 2, Section 204 and Chapter 4, Section 412 of the Morristown Municipal Code (Businesses, Peddlers, Solicitors, Etc.).
{Public Hearing Date September 20, 2022}
3. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 16, Chapter 1, Section 116 of the Morristown Municipal Code (Streets and Sidewalks, Etc.).
{Public Hearing Date September 20, 2022}
4. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 20, Chapter 1, Section 102 of the Morristown Municipal Code (City Park Rules and Regulations).
{Public Hearing Date September 20, 2022}

9-c. **Awarding of Bids/Contracts**

1. Approval of sale to Project Orchard of Lot 12 in the East Tennessee Progress Center consisting of approximately 84.5 acres at a \$31,000 per acre and authorize City Administrator Tony Cox to enter into contract.

2. Approval of Agreement with Tennessee Department of Transportation (TDOT) for the construction of a State Industrial Access serving Project Orchard.
3. Approval of Agreement with Tennessee Department of Transportation (TDOT) for the construction of a State Industrial Access serving McNeilus Steel.
4. Approval of Change Order No. 8 with PATH Construction in the amount of \$149,093.14 for Morristown Landing.
5. Approval of Change Order request from Advent Electric in the amount of \$1,821.82 for an additional security camera to be located at the Play Climb Area of Morristown Landing.
6. Approval of Interlocal Agreement with Hamblen County for the 2022 Byrne Justice Assistance Grant (JAG) Program Award.
7. Approve the Work Authorization for Michael Baker International for Runway Lighting Design related to the Morristown Regional Airport in an amount not to exceed \$86,400 to be funded 90% by FAA, 5% by TDOT and a local match of 5% in the amount of \$4,320.00.
8. Acknowledge receipt of bids for Structural Firefighting Boots, accept the bid from Summit Uniforms as the best and lowest bid, and authorize the Fire Chief to purchase the boots up to the budgeted dollar amount.
9. Approval of repairs to the Grumman Fire Truck Unit #479 from G&W/EVS Mid-South in an amount of \$26,900.
10. Authorize purchase of one (1) John Deere 6110M Cab Tractor in an amount of \$111,000.20 and one (1) Side Rotary Mower in the amount of \$36,518 via Cooperative Purchase.
11. Acknowledge receipt of bid for Asphalt Rejuvenation, accept the bid from Pavement Technology, Inc. as the best and lowest bid, and authorize the City Administrator to enter into a contract with Pavement Technology, Inc. through June 30th, 2023.
12. Approval of Right-of-Way acquisitions for the Thompson Creek Road project in an amount not to exceed \$50,000.
13. Authorize purchase of one (1) Revolveair SCBA 6000 PSI 5-stage compressor and necessary accessories in an amount of \$66,154.00 via Cooperative Purchase.

14. Approval of Task Order No. 2 in an amount of \$10,618.60 with RK&K, LLP for repair plans to the overhead pedestrian bridge over Henry Street at Main Street.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

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
September 6, 2022**

1. No Work Session Scheduled

City Council Meeting/Holiday Schedule.

September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2022	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN**

August 16, 2022

5:00 p.m.

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.

Reverend Mark Campbell, Chaplain Morristown Police Department led in the invocation

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

Councilmember A'Hearn made a motion to approve the August 2, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizen comments related to Agenda items. Todd Frommeyer, Linda Noe, and Louis Chan spoke.

A Public Hearing was held relating to Ordinance No. 4713.01. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4713 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4713.01

An Ordinance to amend Ordinance Number 4713, The City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to appropriate additional funds in the amount \$350,000 to allow for the purchase of additional land in relation to the needed expansion of the Hamblen County-Morristown Solid Waste Landfill and an additional \$80,000 for a SCBA Fill Station at Station 1, replacing a compressor that is over 20 years old.

Councilmember Bivens made a motion to approve Resolution No. 2022-18. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-18

A Resolution of the City of Morristown, Tennessee, Amending "Section IV Employment – 5. Residency" of the City of Morristown Employee Handbook.

Councilmember Senter made a motion to approve Resolution No. 2022-19. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2022-19

A Resolution of The City of Morristown, Tennessee Approving the Civil Service Board’s Amendments to its Public Safety Qualifications and Standards for Entry Level Green Books. (Residency Requirements)

Councilmember Bivens made a motion to approve Resolution No. 2022-20. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2022-20

A Resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners James L. Richardson “Driver Training” Matching Grant Program.

Councilmember Pedigo made a motion to approve Ordinance No. 4719 on first reading and schedule a public hearing relative to final passage of said ordinance for September 6, 2022. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4719

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032034 02200 (Thompson Creek Road) from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District).

Councilmember Smith made a motion to approve Ordinance No. 4720 on first reading and schedule a public hearing relative to final passage of said ordinance for September 6, 2022. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4720

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 (Sherwood Drive) from LB (Local Business District) to R2 (Medium Density Residential District).

Councilmember Pedigo made a motion to approve Ordinance No. 4721 on first reading and schedule a public hearing relative to final passage of said ordinance for September 6, 2022. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4721

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control) of The Morristown Municipal Code Chapter 2, Definitions, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) – Open Spaces.

Councilmember A'Hearn made a motion to acknowledge Purchase Order 23000440 to purchase seven (7) Police Department vehicles under state contract #209, as budgeted. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to authorize the purchase of one (1) T870 Bobcat and one (1) Bobcat Drum Mulcher under State Contract #225, as budgeted. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the purchase of Plastic Recycle and Refuse Containers from Rehrig Pacific Company. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the procurement of Voice Over Internet Protocol (VOIP) services and telephone equipment through Morristown Utilities. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve of the City's sponsorship of a concert to be planned and promoted by the Citizen Tribune for October 1, 2022, at Fulton-Hill Park. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to accept the recommendation from Mattern & Craig Engineers and award the best and lowest bid to Stansell Electric Company, INC in the amount of \$305,723.41 for the Traffic Signal at E. Morris Boulevard and Thompson Creek Road and allow Tony Cox, City Administrator to enter into contract. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to accept the U.S. Tennessee Association (USTA) Southern Parks and Recreation Grant award in the amount of \$2,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to accept the FY2023 Airport Maintenance Grant Contract between the City of Morristown and Tennessee Department of Transportation (TDOT) in an amount of \$15,000; this is a 5% local match grant. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Task Order No. 1 with Mattern & Craig to provide General Engineering Services in an amount not to exceed \$20,000. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the School Resource Officers agreement between the City of Morristown and the Hamblen County Board of Education. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the appointment of Chris Lloyd to the Morristown Tree Board for a three (3) year term to expire on September 18, 2025; Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to hire Douglas Baldwin, Jason Cobb, Michael Headrick, Hannah Kinkead, Mark McBee and Josh Pratt as Entry Level Police Officers for the Morristown Police Department.

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

Mayor Gary Chesney adjourned the August 16, 2022, Morristown City Council meeting at 6:04 p.m.

The City of Morristown

Community Development & Planning



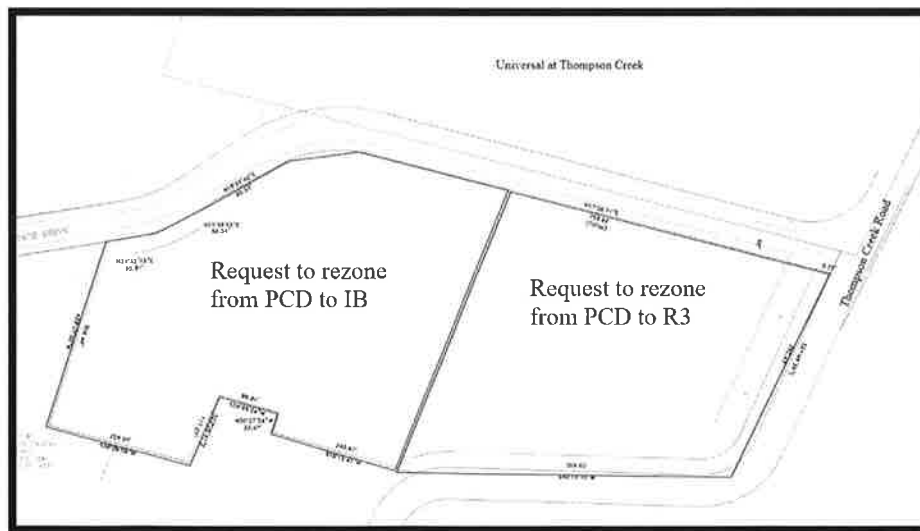
TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: August 9th, 2022
SUBJECT: Rezoning Request from PCD to R3 & IB

BACKGROUND:

Staff has received a request to rezone a portion of property located on Thompson Creek Road from Planned Commercial District (PCD) to High Density Residential District (R3) and Intermediate Business (IB). The applicant is requesting 4.9 acres be rezoned R3 and 5.58 acres be rezoned IB.

Based on a concept plan provided by the applicant, the R3 portion will be utilized for the second phase of the Universal at Thompson Creek multifamily development consisting of 80 units that are a mixture of one-, two-, and three-bedrooms. The IB portion will be utilized for a self-storage facility that are a mixture of climate and non-climate controlled units.

The property to the north contains the first phase of The Universal at Thompson Creek consisting of 300 multifamily units and zoned R3, the property to the east and south are zoned PCD, and the properties to the west are zoned Intermediate Business containing commercial developments.



RECOMMENDATION:

The rezoning request from PCD to R3 and IB is compatible with intensity of the surrounding land uses and zoning districts. Thus, staff recommends approval of this rezoning request and Planning Commission voted in support of this request at their August monthly meeting.

ORDINANCE NO. 4719

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032034 02200 from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District):

Being 5.58 acres to be rezoned from PCD to IB and being 4.9 acres to be rezoned from PCD to R3 of Parcel 022.00 of Hamblen County Tax Map 034 as shown in the attached exhibit A.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) and Intermediate Business District (IB) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator



Phase II Multi-Family Community & Self-Storage Facility Morristown, TN



Development Information

- **Universal at Thompson Creek Phase II – Townhome & Apartment Community**
 - 80 one-, two-, and three-bedroom homes, many with attached or drive-under garages.
 - Community clubhouse with fitness center, zero-entry pool, business center, laundry facilities, covered pavilion, outdoor grilling areas, and an outdoor playground.
- **Universal Storage Solutions – Self-Storage Facility**
 - 530 climate controlled and non-climate-controlled self-storage units.
 - Secured self-storage with coded security gates and security cameras.
 - 24/7 onsite kiosk and online account management to rent space and pay bills.

Developer Information

The Principles of this proposed project have been developing and constructing multi-family communities for over 20 years, with more than 4,000 units constructed or in the development phase. Mitch Cox Construction, Inc. will serve as the General Contractor for this development. Mitch Cox Construction has been constructing residential and multi-family housing for over 30 years. The multi-family community will be managed by Universal Living. Universal Living has extensive experience and knowledge with market rates and saturation in the multi-family industry and has continued to maintain close to 100% occupancy across all properties. The self-storage facility will be managed by Universal Storage Solutions, currently operating four self-storage facilities with over 172,700 square feet of self-storage under management.





Morristown, TN

Existing Undeveloped Property



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Preliminary Development Site Plan





One Bedroom Apartments

Rendering



REAR ELEVATION

04

SCALE: 1/8"=1'-0"

- CONTINUOUS ROOF VENT
- CLASS C OR BETTER PERGLASS SHINGLES ON E & PELT ON 47 GSB ON TRUSSES & 48 GCB
- MAX. ROOF HEIGHT
ELV = 27'-10"
- CONT. ALUM. GUTTER
E. DOWNSPOUTS
- WIND SHUTTERS
- WIND. WAREDOOR
- SECOND FLOOR GROUND
ELV = 17'-0"
- PERK CONCRETE BOARD
LAP JOINT WITH 1/2" BOARD
BOARDS PAINTED FIN.
- SECOND FLOOR LEVEL
ELV = 8'-0"
- FIN. - FAB WFL. APPLIC.
- WFL. - HALL ENTRY DOOR
- FIRST FLOOR LEVEL
ELV = 0'-0"
- WINDLOOK #
BELOW WINDOWS
- BRICK VENEER



SIDE ELEVATION

03

SCALE: 1/8"=1'-0"

- CLASS C OR BETTER PERGLASS SHINGLES ON E & PELT ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER
E. DOWNSPOUTS
- 47" VENT. BAL. WITH POCKETS
SPACED NO FURTHER THAN
4" APART MAX.
- TREATED WOOD DOORING
- WIND. BAL.
- CONCRETE PATIO
- PRE-FAB APPLIC.
- PERMANENTLY MFL.
JOINT WITH CONCRETE
SPACES FIN. MAX. 7" SIDE
OF ROAD



SIDE ELEVATION

02

SCALE: 1/8"=1'-0"

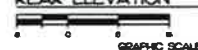
- CLASS C OR BETTER PERGLASS SHINGLES ON E & PELT ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER
E. DOWNSPOUTS
- 47" VENT. BAL. WITH POCKETS
SPACED NO FURTHER THAN
4" APART MAX.
- TREATED WOOD DOORING
PAINTED
- WIND. BAL.
- CONCRETE PATIO



REAR ELEVATION

01

SCALE: 1/8"=1'-0"



- PERK CONCRETE BOARD PANELS
WITH 1/2" BOARD PAINTED
FIN.
- CLASS C OR BETTER PERGLASS SHINGLES ON E & PELT ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER
E. DOWNSPOUTS
- PERK CONCRETE BOARD
LAP JOINT WITH 1/2" BOARD
BOARDS PAINTED FIN.
- 47" VENT. BAL. WITH POCKETS
SPACED NO FURTHER THAN
4" APART MAX.
- TREATED WOOD DOORING
PAINTED
- WINDLOOK #
BELOW WINDOWS
- BRICK VENEER
- CONCRETE PATIO



One Bedroom Apartments



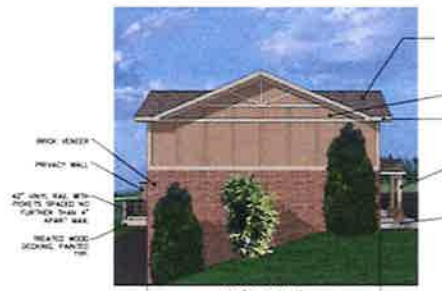


Two and Three Bedroom Townhomes

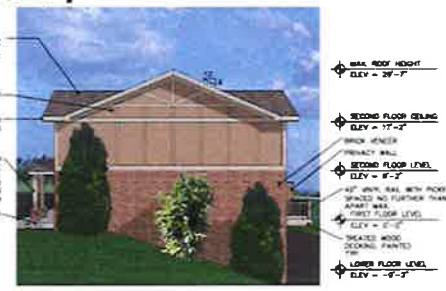
Rendering



FRONT EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



REAR EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



MITCH COX
COMPANIES



UNIVERSAL
LIVING

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Two and Three Bedroom Townhomes





Climate Controlled Self-Storage

Rendering



ELEVATION — BUILDING 'A'



Similar Multi-family and Self-Storage Facility Bristol, TN



MITCH COX
COMPANIES



UNIVERSAL
LIVING



**UNIVERSAL
STORAGE
SOLUTIONS**

A UNIVERSAL COMPANY

Similar Multi-family and Self-Storage Facility

Bristol, TN



MITCH COX
COMPANIES



**UNIVERSAL
LIVING**

A UNIVERSAL COMPANY
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UNIVERSAL
STORAGE
SOLUTIONS

A UNIVERSAL COMPANY

Similar Multi-family and Self-Storage Facility

Bristol, TN



MITCH COX
COMPANIES



UNIVERSAL
LIVING



www.UniversalAtThompsonCreek.com



www.uss-tn.com

**We look forward to developing Universal at Thompson Creek Phase II
and Universal Storage Solutions in Morristown, TN.**

Thank you



www.mitchcox.com



www.universal-living.com

Disclaimer: The information contained in this presentation is for information purposes only and is not intended to bind Mitch Cox Companies or Universal Living in any way. While every reasonable care has been taken to ensure the accuracy of the information provided here, we cannot guarantee it is completely free of error.

The City of Morristown

Community Development & Planning

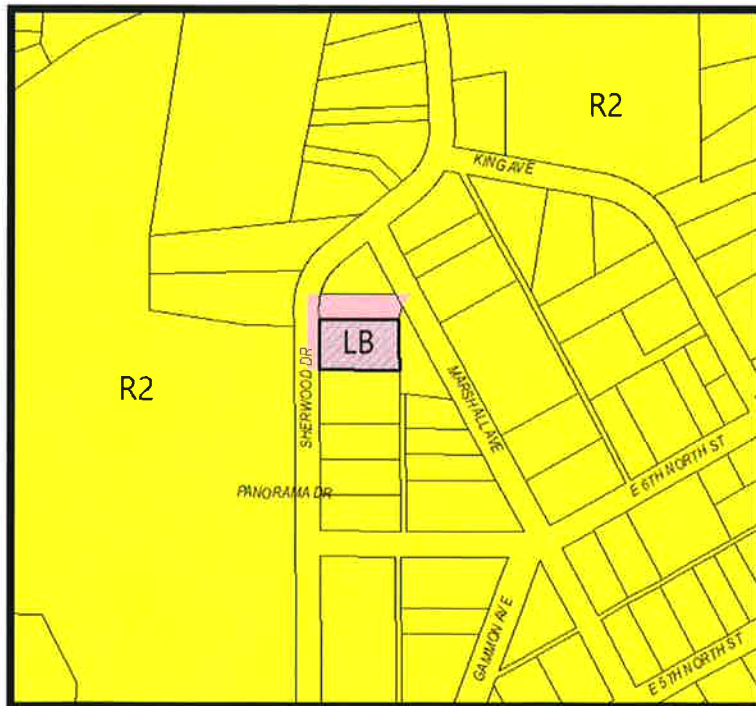


TO: Morristown Regional Planning Commission
FROM: Josh Cole, Senior Planner
DATE: August 16th, 2022
SUBJECT: Rezoning Request from LB to R2 on Sherwood Drive

BACKGROUND:

Staff has received a request from the property owner to rezone a parcel located on Sherwood Drive from Local Business District (LB) to Medium Density Residential District (R2). The applicant is requesting this rezoning to place a residential unit at this location.

The subject property is 0.36 acres in size and currently vacant. It is surrounded entirely by residential uses with a single family to the south and east, the Morristown Housing Authority multifamily development is the west, and a duplex to the north. All the properties surrounding it is zoned R2 except the property to the north which is also zoned LB despite having a residential use.



RECOMMENDATION:

Since this parcel is surrounded by solely residential uses and primarily the R2 district, staff recommends this property be rezoned to R2 and Planning Commission voted 8-0 in support of this request at their August monthly meeting.

ORDINANCE NO. 4720

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 from LB (Local Business District) to R2 (Medium Density Residential District), the general location being shown on the attached exhibit A.}

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from LB (Local Business District) to R2 (Medium Density Residential District):

BEGINNING at the point of intersection of the eastern boundary of Sherwood Drive right-of-way, Parcel 012.01 of Hamblen County Tax Map 034A, and Parcel 010.00 of Hamblen County Tax Map 034A and heading in a northerly direction along the common boundary shared by Sherwood Drive right-of-way and Parcel 012.01 of Hamblen County Tax Map 034A to the point of intersection between Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 012.00 of Hamblen County Tax Map 034A; Thence in a easterly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 012.00 of Hamblen County Tax Map 034A to the point of intersection between Parcel 012.01 of Hamblen County Tax Map 034A, Parcel 012.00 of Hamblen County Tax Map 034A, and Parcel 001.00 of Hamblen County Tax Map 034A; Thence in a southerly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 001.00 of Hamblen County Tax Map 034A to the point of intersection of Parcel 012.01 of Hamblen County Tax Map 034A, Parcel 001.00 of Hamblen County Tax Map 034A, and Parcel 010.00 of Hamblen County Tax Map 034A; Thence in a westerly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 010.00 of Hamblen County Tax Map 034A to the point of beginning.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R2) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: August 16, 2022
SUBJECT: Text amendment to regarding Open Space.

BACKGROUND:

This is a staff initiated text amendment to revise the definition of OPEN SPACE. Under the City's current regulations, a developer is required to provide a minimum open space of twenty (20) percent for all multi-family developments. However, the current definition of open space paints a very broad view what open space includes. It is a good overview of open space community wide, but it is not very helpful in reviewing open space in a multifamily development. Staff is proposing to amend the definition to make the open space more measurable. Also, it will exclude areas within the required building setbacks, the required buffer, or areas reserved for stormwater detention ponds.

Existing Definition

162. OPEN SPACE is land that is not intensively developed for residential, commercial, industrial or institutional use. It serves many purposes, whether it is publicly or privately owned. It includes agricultural and forest land, undeveloped scenic lands, public parks, and preserves. It also includes water bodies such as lakes, ponds, creeks and drainage areas. A narrow corridor or pathway for walking or bicycling is open space even though it is surrounded by developed areas. It does not include landscaped islands within parking lots, landscape strips or landscape buffers required by the Landscape Ordinance

Proposed Definition

162. OPEN SPACE is an open area within a residential development reserved for the use of the residents of the development and their guests as passive or active recreation. Open space does not include areas within the required building setbacks, areas reserved for stormwater detention, landscaped islands within parking lots, or landscape buffers required by the Landscape Ordinance

In addition, staff is proposed to add the Open Space requirement to any district which allows multi-family residential uses. This would include the R-2 Medium Density Residential District, the OMP Office, Medical and Professional District, and the OMP-R Office, Medical and Professional-Restricted District. The proposed amendment also amends the Mixed Use District to increase the open space requirement from ten percent to twenty percent to make the requirement consistent throughout the Code.

RECOMMENDATION:

The Planning Commission voted unanimously to forward these amendments to the City Council for approval. Staff recommends approval of the proposed text amendment.

ORDINANCE NO. 4721

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), OF THE
MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Title 14, Chapter 2, DEFINITIONS, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) District be deleted and amended as follows:

Chapter 2, DEFINITIONS

162. OPEN SPACE is an open area within a residential development reserved for the use of the residents of the development and their guests for passive or active recreation. Open space does not include areas within the required building setbacks, areas reserved for stormwater detention, landscaped islands within parking lots, or landscape buffers required by the Landscape Ordinance

14-601. R-2 Medium Density Residential District

14-611. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-801 OMP- Office, Medical and Professional District

14-809 OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-8B01. OMP-R Office, Medical and Professional-Restricted District

14-8B09. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-2501 (MUD) Mixed-Use District

- 14-2505. 8. Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator

RESOLUTION NO. 2022-22

**A RESOLUTION OF THE CITY OF MORRISTOWN, REQUESTING
APPROVAL TO APPLY FOR THE HAZARDOUS MATERIALS
EMERGENCY PREPAREDNESS GRANT PROGRAM.**

WHEREAS, the City of Morristown, recognizes the need to increase effectiveness in safely and efficiently handling hazardous materials and emergency training and planning by incorporating the unique challenges of responses to transportation situations, and

WHEREAS, the City of Morristown desires to provide the proper equipment for emergency responses for the Morristown Fire Department;

WHEREAS, the City of Morristown is requesting \$14,135.60 for Photoionization Detector (PID) and a Flame Ionization Detector (FID) with a match of \$3,533.90; and

WHEREAS, it is agreed that the City of Morristown will comply with the Terms of Agreement prescribed by the Hazardous Materials Emergency Preparedness (HMEP) program; and

WHEREAS, the City of Morristown hereby authorizes to submit the application to the Tennessee Emergency Management Agency (TEMA), requesting approval to proceed with the project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morristown requests the Tennessee Emergency Management Agency (TEMA) Haz-Mat Training Grant for initial approval of this project.

Adopted this 6th day of September 2022, by the local legislative body of the City of Morristown, Tennessee.

APPROVED:

Gary Chesney, Mayor

ATTEST:

Anthony W. Cox, City Administrator

October 1, 2022 - September 30, 2023
Application Kit for Sub-Recipients
(LEPC's)

Hazardous Materials Emergency Preparedness Grant Program

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration



Grant administered by:

TN Emergency
Management Agency
3041 Sidco Drive
Nashville, TN 37204-1502

***Application Due By: 4:00 p.m., Friday, 16 September 2022**
[All Time References are in Central Time]

Submit completed application by E-mail to HMEP.Grant@tn.gov

Hazardous Materials Emergency Preparedness Grant Program

Introduction

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorize the U.S. Department of Transportation to provide assistance to public sector employees through training and planning grant for emergency response. The purpose of this grant program is to increase effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986, and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.

This document is intended to guide agencies (sub-recipients) in applying for training and planning grants under the Hazardous Materials Emergency Preparedness (HMEP) program.

Application Period

15 July 2022 – 16 September 2022

Eligibility

Eligible applicants include state, local, and tribal units of government. Priority consideration will be given to applications from LEPCs. A list of Tennessee LEPCs can be found at <https://www.tn.gov/tema/the-agency/regional-offices.html>; then choose the appropriate TEMA region under Regional Offices.

Program Requirements

- **Sustainment Agreement-**

In regards to sustainment and training, commit to using the training supplies/equipment, purchased with HMEP money, at least annually for the next 3 years in HMEP approved activities. Submit annual reports to the state showing proof of training with the supplies/equipment.

- **HMEP Approved Activities Agreement-**

Commit to and understand that the supplies/equipment that is being requested for purchase, using HMEP funds, can only be used for HMEP approved activities.

- **Justification for Item Not Classified as Training Supplies Agreement-**

Case by Case- If you have to buy a piece of supplies/equipment that is not classified as a "trainer" justification why you need the piece of supplies/equipment to perform the training.

Ex: There may not be an option to purchase the piece of supplies/equipment classified as a "trainer".

Funding Priorities

Requirements for hazardous materials planning and training

- See U.S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), Eligible/Low Priority/Ineligible Planning and Training Expenditures and Activities: <https://www.phmsa.dot.gov/sites/phmsa.dot.gov/files/2021-01/HMEP%20Expenditures%20Guide.pdf>
- Applicants must maintain their focus on hazardous materials transportation-based planning/training (road, rail, air and/or water).
- **All counties are required to hold an exercise whether it is a Full-Scale, Functional, Drill, Game, Tabletop, Workshop, or Seminar.**

Application Submission Requirements

Submit hard copy of the following documents for a complete application:

1. Coversheet
2. Budget summary
3. Project narrative
4. Attachments (if applicable)

Submit the application to:

Michael Rinehart
HazMat Branch Manager
TN Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204-1502
615-815-8918
HMEP.Grant@tn.gov

Application Evaluation

The TEMA HazMat Branch, on behalf of the State Emergency Response Commission (SERC), will conduct a review of the applications to determine whether the proposal meets the USDOT PHMSA's requirements.

Award Notification

Grant Awards will be announced upon approval of application.

For additional information, please contact Michael Rinehart at: 615-815-8918 or E-mail HMEP.Grant@tn.gov.

Unobligated Funds

The Subgrantee Point of Contact is responsible for identifying any amount of unspent funding and notifying TEMA, no later than August 15, 2023. This is in an effort to allow funding to be re-appropriated and spent, avoiding returning the unobligated funds.

Status Reporting

Funding status is required to be reported to TEMA on May 31, 2023. Status can be reported by email to HMEP.Grant@tn.gov. The report will include total amount of contract, amount of federal funds obligated/spent and the amount of unobligated funds. Obligated unreimbursed funds will require back up documentation of obligation. Unobligated funds will be reduced from the contract by amendment.

Application Instructions

1. COVERSHEET

Project title

Assign a project title that describes the project. If you are requesting funds for multiple activities, you can incorporate them under one title. Example: *Marion County Hazardous Materials Training*.

Project period

The project period must fall within the October 1, 2022 – September 15, 2023 window. *Please note: If we receive late grant applications, the project may not be allowed due to inability to complete by the Sept. 15th deadline.*

Applicant agency

Provide Chief Local Elected Official (CLEO) and agency representative/primary project contact name, mailing address, phone number and email address that will serve as the sub-recipient and will accept the federal grant funds.

Data Universal Numbering System (DUNS) Number

Provide the DUNS Number of the applicant agency.

Dun and Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business. DUNS Number assignment is FREE for all businesses required to register with the U.S. federal government for contracts or grants. If your agency does not have a DUNS Number (or you do not know if you have one), have the appropriate person (typically accounting or finance) from your agency go to the D&B website (<http://fedgov.dnb.com/webform>) or call the DUNS Number request line at 1-866-705-5711.

Local Emergency Planning Committee

These applications, based on grant guidance, are on behalf of the county Local Emergency Planning Committee (LEPC.) Please ensure to present Scope of Work on behalf of the LEPC.

Total project funding

The project funding must equal the budget summary for project total – (federal grant funds requested and matching funds required). Provide a total project amount. See Section 2 for Budget Summary details.

2. BUDGET SUMMARY

Budget Category

Select the appropriate budget category listed (travel, equipment, supplies, contractual, or other).

- Planning/Description of Activities - Expense
- Training Course Activities Item - Expense
- Exercise/Description of Activities – Expense

What do you plan to purchase, rent, or contract? Why is travel needed?

Federal Grant Funds Requested/Matching Funds Required

The budget summary must include proposed budgets for the Federal Grant Funds Requested. You may use cash (hard match), in-kind (soft match) contributions including staff time, or a combination of both to meet this requirement.

Calculating the Match

Calculating total matching funds based entirely off HMEP Grant Funds Requested:

= Total HMEP Grant funds requested x .25 (25%) = Total Matching Funds Required

Example:

Total Federal HMEP Grant Funds Requested	\$9,600
Total Matching Funds Required (Total HMEP Grant Funds requested x .25)	<u>+ \$2,400</u>
Total Project- HMEP Grant Funds Requested + the Total Matching Funds Require (total)	\$12,000

Calculating totals based off total project cost:

= Total Project cost x .20 (20%) = Total Matching Funds

= Total Project cost x .80 (80%) = Total HMEP Grant funds requested

Example:

Total project = \$12,000

Total Federal HMEP Grant Funds Requested (\$12,000 x .80)	\$9,600
Total Matching Funds Required (\$12,000 x .20)	<u>+ \$2,400</u>
Total Project- HMEP Grant Funds Requested + the Total Matching Funds Require (total)	\$12,000

Planning Subtotal/Training Subtotal/Exercise Subtotal/PROJECT TOTAL

Provide a subtotal for each section and a project total.

3. PROJECT NARRATIVE**Project type**

Select one or more (Planning, Training, Exercise, Commodity Flow Study, or Other).

Project description

Provide a detailed description of the project. What is the purpose? Provide a description of how the project(s) relates to improving the ability to respond to transportation incidents. Identify what will be accomplished or furthered by this project. Identify capabilities that this will create or enhance. What emergency response plans are under evaluation? Provide specific name of training, etc. All activities must meet the requirements of funding priorities on page 2.

If you are requesting funds for multiple activities, please list them separately and number or letter them. Example: *A. HazMat Training and B. HazMat Exercise.*

Collaboration - Area of benefit and partners

List the cities, counties, etc. that will be served by the proposed project. Indicate who you will partner with to conduct this project. Memorandums of Understanding or letters of support from other agencies are encouraged, but not required.

Overall contribution

How does the project contribute to the overall effort of addressing the local hazardous materials planning and training? How does the activity address a need or provide a solution to the problem (e.g. long-range plans, etc.)?

Education

Are there plans or strategies to educate the public about hazardous materials and protective measures in the community? If yes, explain.

Project management - Itemize the tasks and include a timetable

Who is supervising the project? Who is responsible for managing the grant? Who will do the work? How will you make sure timelines and tasks are being met? What plans, strategies, or practices are you using to reach the project objectives? Have all pertinent parties agreed to these plans, strategies, and practices?

Objectives, project outcomes, results, and evaluation

List and prioritize the specific measurable and obtainable objectives. Discuss project objectives to be accomplished. What capabilities will be created or enhanced?

Outcomes describe the intended impact of the project on the preparedness environment. This often includes the ways in which the project has enhanced or developed the capability or capacity to serve the public. Outcomes described should demonstrate progress toward the overall objective of the project. Describe how these outcomes will mitigate risks. Describe the tangible outcomes that will demonstrate that the project has been successful.

What are the expectations of the project? Is the project a continuation of a past HMEP grant funded project? If so, report briefly on the accomplishments of the previous project.

How will you evaluate project results in the short and long-term? How will you define and measure the project's success?

Justification, comments, and additional information

Why should the review committee approve your project request? Explain if, or how this proposal addresses hazardous materials or the community's right to know.

4.ATTACHMENTS

Please attach additional documentation, if necessary.

If you happen to be using a "Sub-contractor" please contact Michael Rinehart by E-mail HMEP.Grant@tn.gov and he will E-mail you the appropriate documents for you to fill out and have signed. Once documents are filled out please send back to Michael Rinehart via E-mail HMEP.Grant@tn.gov.

Attachment 1- CFR49 code on the proper way to pay "In-kind."

COVER SHEET

[Pick the date] 8/25/22

Project Title: Photoionization Detector (PID) and a Flame Ionization Detector (FID)

Projected Project Dates:

Applicant Agency: Morristown Fire Department

Project Point of Contact: Brian Shepard

Mailing Address: 421 W Louise Ave, Morristown, TN 37813

Phone: (423) 585-4651

Email: bshepard@mymorristown.com

Chief Local Elected Official (CLEO): Gary Chesney

Mailing Address: 100 W. 1st N. St. Morristown, TN 37814

Phone: 423-581-0100

Email: gchesney@mymorristown.com

Federal Tax ID #:

(FEIN #) 62-6000369

DUNS #: FWNGHUGWFD22

Total Project Funding

Refer to Calculating the Match on page 6 of the Budget Summary.

The Match is equal to **20%** of the **Total Project**

Total Federal HMEP Grant Funds Requested:	\$ 14,135.60
Total Matching Funds Required:	\$ 3,533.90
Total Project:	\$ 17,669.50

Agency Authorized Official: _____ Title: _____

Signature: _____ Date: **8/25/22****Application Due Date: 4:00 p.m., Friday, 16 September 2022**

FY 2022-23 Hazardous Materials Emergency Preparedness Grant Program BUDGET SUMMARY

	A	B			C
	Budget Category	Planning/Description of Activities - Expense			Grant Request
1	Travel				\$
2	Equipment	Photoionization Detector (PID) and a Flame Ionization Detector (FID) from Pine Environmental - local company for ease of maintenance			\$ 14,135.60
3	Supplies				\$
4	Contractual				\$
5	Other				\$
6	Other				\$
7		Planning Subtotal			\$ 14,135.60
	Budget Category	Training Course Activities	Item/Expense	Estimated # Training	Grant Request
8	Travel				\$
9	Equipment				\$
10	Supplies				\$
11	Contractual/Trainer				\$
12	Other				\$
13	Other				\$
14		Training Subtotal			\$ 0.00
	Budget Category	Exercise/Description of Activities - Expense			Grant Request
15	Travel				\$
16	Equipment				\$
17	Supplies				\$
18	Contractual				\$
19	Other				\$
20	Other				\$
21		Exercise Subtotal			\$ 0.00
22	Total Federal HMEP Grant Funds Requested = the sum of Column C, Rows 7, 14, and 21			TOTAL GRANT REQUEST	\$ 14,135.60
23	Total Matching Funds Required = 20% of Total Project			MATCH	\$ 3,533.90
24	Total Project = the sum of the Total Grant Request + the Match			TOTAL PROJECT	\$ 17,669.50

Hazardous Materials Emergency Preparedness Grant Program PROJECT NARRATIVE

Project type (select one or more)

☐ Planning ☐ Training ☐ Exercise ☐ Commodity Flow Study ☐ Other

Project description

latrics - live drill
monitors and transportation drill
truck releases contents of ethanol or hydrochloric acid - transportation accident on site

Objectives, project outcomes, results, and evaluation (Required)

Project Management- Itemize all tasks and include a timetable

Collaboration- Any outside agency collaborating or contributing to planning, training, or exercise

Education/Training

Justification, comments, and additional information

Appendix A

Hazardous Materials Public Sector Planning and Training Grants

Code of Federal Regulations, Title 49, § 110.40

Title 49 - Transportation Volume: 2 Date: 2014-10-01 Original Date: 2014-10-01 Title: Section 110.40 - Activities eligible for funding. Context:

Title 49 - Transportation. Subtitle B - Other Regulations Relating to Transportation. CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER A - HAZARDOUS MATERIALS AND OIL TRANSPORTATION. PART 110 - HAZARDOUS MATERIALS PUBLIC SECTOR TRAINING AND PLANNING GRANTS.

§ 110.40

Activities eligible for funding.

(a) Planning. Eligible State applicants may receive funding for the following activities:

(1) Development, improvement, and implementation of emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986, as well as exercises which test the emergency plan. Enhancement of emergency plans to include hazard analysis as well as response procedures for emergencies involving transportation of hazardous materials, including radioactive materials.

(2) An assessment to determine flow patterns of hazardous materials within a State, between a State and another State or Indian country, and development and maintenance of a system to keep such information current.

(3) An assessment of the need for regional hazardous materials emergency response teams.

(4) An assessment of local response capabilities.

(5) Conduct of emergency response drills and exercises associated with emergency preparedness plans.

(6) Provision of technical staff to support the planning effort.

(7) Additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project plan and approved in the grant.

(b) Training. Eligible State and Indian tribe applicants may receive funding for the following activities:

(1) An assessment to determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with the National Curriculum.

(2) Delivery of comprehensive preparedness and response training to public sector employees. Design and delivery of preparedness and response training to meet specialized needs. Financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility.

(3) Emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans.

(4) Expenses associated with training by a person (including a department, agency, or instrumentality of a State or political subdivision thereof or an Indian tribe) and activities necessary to monitor such training including, but not limited to examinations, critiques and instructor evaluations.

(5) Provision of staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders.

(6) Additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project and approved in the grant.

[Amdt. 110-1, 57 FR 43067, Sept. 17, 1992, as amended by 66 FR 45377, Aug. 28, 2001]

Attachment 1-

49CFR

§ 110.60 Cost sharing for planning and training.

(a) The recipient agency must provide 20 percent of the direct and indirect costs of all activities covered under the grant award program with non-Federal funds. Recipients may either use cash (hard-match), in-kind (soft-match) contributions, or a combination of in-kind plus hard-match to meet this requirement. In-kind (soft-match) contributions are in addition to the maintenance of effort required of recipients of grant awards. The types of contributions allowed are as follows:

(1) Any funds from a State, local, or other non-Federal source used for an eligible activity as defined in § 110.40 (added under paragraph) in this part.

(2) The dollar equivalent value of an eligible activity as defined in § 110.40 of this part provided by a State, local, or other non-Federal source.

(3) The value of participants' salary while attending a planning or training activity contained in the approved grant application provided by a State, local, or other non-Federal source.

(4) Additional types of in-kind contributions the Associate Administrator deems appropriate.

(b) Funds used for matching purposes under any other Federal grant or cooperative agreement may not be used for matching purposes. The funds expended by a recipient agency to qualify for the grant may not be used for cost-sharing purposes.

(c) Acceptable contributions for matching and cost sharing purposes must conform to 49 CFR part 18.

[Amdt. 110-1, 57 FR 43067, Sept. 17, 1992, as amended by Amdt. 110-3, 59 FR 49132, Sept. 26, 1994; 66 FR 45377, Aug. 28, 2001]

§ 110.40 Activities eligible for funding.

(a)Planning. Eligible State applicants may receive funding for the following activities:

(1) Development, improvement, and implementation of emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986, as well as exercises which test the emergency plan. Enhancement of emergency plans to include hazard analysis as well as response procedures for emergencies involving transportation of hazardous materials, including radioactive materials.

(2) An assessment to determine flow patterns of hazardous materials within a State, between a State and another State or Indian country, and development and maintenance of a system to keep such information current.

(3) An assessment of the need for regional hazardous materials emergency response teams.

(4) An assessment of local response capabilities.

(5) Conduct of emergency response drills and exercises associated with emergency preparedness plans.

(6) Provision of technical staff to support the planning effort.

(7) Additional activities the [Associate Administrator](#) deems appropriate to implement the scope of work for the proposed [project](#) plan and approved in the grant.

(b) Training. Eligible State and [Indian tribe](#) applicants may receive funding for the following activities:

(1) An assessment to determine the number of public sector employees employed or used by a [political subdivision](#) who need the proposed training and to select courses consistent with the [National Curriculum](#).

(2) Delivery of comprehensive preparedness and response training to public sector employees. Design and delivery of preparedness and response training to meet specialized needs. Financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility.

(3) Emergency response drills and exercises associated with training, a course of study, and [tests](#) and evaluation of emergency preparedness plans.

(4) Expenses associated with training by a person (including a department, agency, or instrumentality of a State or [political subdivision](#) thereof or an Indian tribe) and activities necessary to monitor such training including, but not limited to examinations, critiques and instructor evaluations.

(5) Provision of staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders.

(6) Additional activities the [Associate Administrator](#) deems appropriate to implement the scope of work for the proposed [project](#) and approved in the grant.

[Amdt. 110-1, [57 FR 43067](#), Sept. 17, 1992, as amended by [66 FR 45377](#), Aug. 28, 2001]

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 8, CHAPTER 2, SECTIONS 201, 207,
209, 210 & 216 OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Sections 201, 207, 209, 210 & 216, of Chapter 2 of Title 8 of the Morristown Municipal Code is amended by adding the following text:

“CHAPTER 2

BEER

SECTION 8-201. Definitions.

Special occasion permit. A permit issued for the retail sale of beer by a bona fide charitable or non-profit organization, or a bona fide political organization for a 24-hour period. The charitable/nonprofit organization must have been in existence for at least two consecutive calendar years and must expend at least 60 percent of its gross revenue for religious, educational or charitable purposes. The political organization must be either a political campaign committee as defined in Tennessee Code Annotated § 2-10-102(a) or a political party as defined in Tennessee Code Annotated § 2-13-101. Said permits cannot be issued more than 16 times in a calendar year to the same organization. These permits will be issued for the following locations: Farmer's Market area, Rose Center (and the immediate surrounding block), Downtown Main Street (from Henry Street to Cumberland), and other approved locations.

Tennessee Alcoholic Beverage Commission License Holder Permit. A permit issued for the retail sale of beer to an applicant that currently holds a valid license issued by the Tennessee Alcoholic Beverage Commission.

SECTION 8-207. Permit required for engaging in beer business.

(7) An applicant can apply for the following types of permits: caterer permit, limited service restaurant permit, restaurant permit, off-premises permit, on-premises permit, on- and off-premises permit, special occasion permit, temporary permit, and a Tennessee Alcoholic Beverage Commission License Holder permit. (See definitions of each in 8-201 above.)

SECTION 8-209. Beer permits shall be restrictive.

(2) No on-premises permit shall be issued for a premise other than a nonprofit club, restaurant, limited service restaurant, microbrewery, craft beer enterprise, or entity holding a valid Tennessee Alcoholic Beverage Commission License. No on- and off-premise permit shall be issued for a premise other than a microbrewery and/or craft beer enterprise. For purposes of this chapter, "on premise", and "on-and off-premise" shall include the interior of the business enclosed by permanent walls and covered by a permanent roof, as well as all decks, patios and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located, and in the case of a nonprofit club, a golf course that is a part of the establishment. An outdoor serving area shall be defined as a patio, deck, courtyard or other outdoor area where the permitted establishment provides service to the outdoor serving area that is (1) contiguous to the exterior of the building in which the business is located, (2) operated and controlled by the business, and (3) fenced or surrounded on all sides except for designated entrances and exits. The fencing or surrounding barrier need not be permanent, but must consist of a barrier not less than 40 inches high and must be constructed of a substantial material without gaps or spaces that would allow ingress and egress of the premises except through designated entrances and exits. Examples of substantial material includes, but is not limited to, securely connected cattle gates, planters, decorative fencing or other decorative architectural or landscaping material. An outdoor serving area may not include all or any part of an area otherwise used by the business or by the public for parking.

SECTION 8-210. Issuance of permits to persons convicted of certain crimes prohibited.

No beer permit shall be issued to any person who has been convicted for the possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue, or any crime involving moral turpitude within the past ten years. No person, firm, corporation, joint-stock company, syndicate, or association having at least a five percent ownership interest in the business for which application is being made shall have been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue or any crime involving moral turpitude within the past ten years. **If a current beer permit holder, or its employee, is convicted of such a crime and that permit holder comes before the beer board pursuant to Section 8-212 and fully complies with the requirements imposed on the permit holder, the beer board has the discretion to issue a new permit to that same person or entity at another location within the City.**

SECTION 8-216. Limitation on permits issued.

Not including special occasion permits, the beer board shall not issue permits for beer sales that would result in the number of permits in effect numbering more than 200. Businesses which may be annexed, and which possess a valid beer license at the time of their annexation; and businesses which had been issued a valid permit which is existing at the time of the final passage of the ordinance comprising this chapter, but which experience a change of control (ownership) such as would require application for issuance of a new permit, shall not be denied a permit on the basis of the limitation of the number of permits to be issued by the city.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 9, CHAPTER 2, SECTION 204 AND
CHAPTER 4, SECTION 412 OF THE MORRISTOWN MUNICIPAL
CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 2, Section 204 of the Morristown Municipal Code is deleted in its entirety and replaced with the following language:

**“Title 9 – BUSINESSES, PEDDLERS, SOLICITORS, ETC.
Chapter 2 – Farmers Market**

Sec. 9-204. - Prohibited uses at the farmers market and downtown green.

(1) It shall be unlawful to obstruct or impede traffic access, egress and circulation.

(2) Any use not specified as a permitted use in this section shall be prohibited upon the premises, subject to review and approval by the supervisor.

(3) Automobiles for sale shall not be permitted upon the premises nor shall items that would be associated with a yard sale or flea market.

(4) Livestock, chickens or other animals shall not be permitted upon the premises except for service animals. This section does not prohibit the sale of meat, poultry, fish, or seafood that has been prepared and is presented for sale in accordance with federal, state and local laws and regulations. This section also does not prohibit pets being on the premises when specifically allowed due to a pet specific event or when the market is not being used for farmers market sales.

(5) Any use that produces noxious smoke, fumes, noise, odor or other offensive effect to the senses, including but not limited to fuel powered-generators, shall not be permitted upon the premises. This section does not prohibit any generators or noises that may be present on or in conjunction with a permitted food truck, **however, in the event a food truck produces an unreasonable amount of noxious smoke, fumes, noise, odor or any other offensive effect, that food truck may be required to leave the area.**

(6) No one shall engage in solicitation, collection drives and/or distributions, political or religious activities on the premises.

(7) No loud hawking of items is allowed on the premises.

(8) No pavilion or shelter provided by the city shall be altered in any manner without prior written approval by the supervisor.

(9) No one shall be permitted to camp-out or stay overnight upon the premises, nor shall anyone be permitted to camp-out during the day on the premises.”

Chapter 4 – Charitable Solicitors

Sec. 9-412. - Trespassing.

It shall be unlawful and deemed to be a trespass for any permittee acting under this chapter to fail to leave promptly the private premises of any person who requests or directs him to leave. **Additionally, in the event someone is soliciting on public property without a proper permit and fails to adhere to a warning and request to leave, this shall also be deemed to be a trespass.”**

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 16, CHAPTER 1, SECTION 116 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 16, Chapter 1, Section 116 of the Morristown Municipal Code is deleted in its entirety and replaced with the following language:

**“Title 16 – STREETS AND SIDEWALKS, ETC.
Chapter 1 – General Regulations**

Sec. 16-116. – Storing wrecked or abandoned vehicles on streets prohibited.

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles, **or any vehicles being used as living or sleeping quarters**, to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, city owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city, or special police officer, pursuant to T.C.A. § 7-63-101, et seq., that has been designated by the city administrator and/or city council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 20 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that text of Title 20 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 20 – CITY PARKS RULES AND REGULATIONS

CHAPTER 1 – RULES AND REGULATIONS

Sec. 20-101. - Definitions.

The following definitions shall apply throughout this section:

***Camping* means erecting, placing, maintaining, or using temporary structures, such as tents, tarps, and other temporary shelters, for living accommodation activities, such as sleeping or making preparations to sleep, like the laying down of bedding, and/or the storing and placing of personal belongings, and/or carrying on cooking activities, whether by fire or use of artificial means, such as a propane stove or other heat-producing portable cooking equipment, and/or sleeping outside of a motor vehicle or making preparations to sleep outside of a motor vehicle, including laying down a sleeping bag, blanket, or other material used for bedding.**

City code means a reference to, or a section of, the Morristown Municipal Code.

City council means the governing body of the city.

City recreation commission means the appointed 11-member body of the City of Morristown.

Department means the City of Morristown Parks and Recreation Department.

Director means the Director of Morristown Parks and Recreation, or his designee.

Park shall include any city owned or leased park, open space area, recreation area, natural area, or building or facility located within such area, of the city.

Sec. 20-102. City park rules and regulations.

- (a) Abandonment of any vehicle or other personal property is prohibited in a park.
- (b) Leaving any vehicle or other personal property unattended, without prior permission of the director is prohibited. In the event an unattended vehicle interferes with the safe and orderly management of the park area, it may be towed immediately at the owner's expense.
- (c) No person, organization, firm or corporation shall post and/or distribute handbills, circulars, bulletins, banners, signs, or other printed materials within city parks without first having obtained written permission from the director and a written permit from the city. Commercial notices or advertisements shall not be displayed, posted or distributed on park area lands unless prior written permission has been granted by the director. Such permission may be granted if the notice or advertisement is of goods, services, or facilities available within the park area or, if in the opinion of the director, such notices and advertisements are found to be desirable or necessary for the convenience and guidance of the public.
- (d) Engaging in or soliciting any business in a park area, except in accordance with the provisions of a permit, contract, or other written agreement with the department is prohibited.
- (e) No person shall erect any structure, stand, or platform, or hold any organized sponsored athletic contest in any park or recreation area without the written approval of the director. This provision does not prohibit informal games or athletic activities such as casual matches, scrimmages, pick-up games, etc.
- (f) The fastening of any show card, poster, or other advertising device upon any park or park property without written permission from the director is prohibited.
- (g) Any concessionaire, which through contractual agreement with the department operates any concession, shall supply and provide the required permits for such operation.
- (h) All concession areas operated by the department shall be operated according to the concession lease agreement of the department.
- (i) Consumption of alcoholic beverages within a park is prohibited, except at **Fulton-Hill Park** which must be specifically permitted by the city's beer board and/or Tennessee Alcoholic Beverage Commission.
- (j) Charitable solicitation within a park is prohibited unless the solicitor fully complies with the city's solicitation ordinance.

- (k) Commercial peddling and soliciting of any kind is strictly prohibited. This section shall not apply to transactions with authorized concessionaires within a park.
- (l) Bicycle riders must comply with all applicable traffic regulations and safety equipment requirements. Use of bicycles shall be confined to approved trails or designated areas.
- (m) The director may close or otherwise restrict the use of any park or recreation facility when necessary to protect life or property, or for any other emergency. Such restricted area shall be defined, whenever practicable, by signs, markers, and through public notice.
- (n) Camping, whether tent, trailer, or other types of units, is prohibited in all parks, except with the written approval of the director. Such approval shall be given only in unique situations, i.e., Boy Scout/Girl Scout overnight group camp out. In such cases, all camping equipment shall be completely removed and camping sites cleaned by campers before departure.
- (o) Construction of any building, structure, utility or any other entity upon, across, over, through, or under any park area, except in accordance with the provisions of a valid permit and contract and with the written approval of the director is prohibited.
- (p) No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct.
- (q) The playing of any of the following devices in violation of the city's noise ordinance as codified in Title 11, Chapter 2 within the park is prohibited: Radio, television set, musical instrument, loud speaker, other device for amplification of sound, or any other noise producing devices such as electric generating or other equipment driven by motors or engines.
- (r) The operation or use of public address systems, whether fixed, portable, or vehicle mounted is prohibited except when such use or operation is in connection with public gatherings or special events which have been approved by the director.
- (s) No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.
- (t) All animals are prohibited within the parks except as otherwise permitted pursuant to the terms of the General Pet Guidelines (located at the Parks & Recreation Office) or sight or guide dogs used by the visually impaired as referenced in Tennessee Code Annotated § 62-7-112.

- (u) The use or possession of explosives is prohibited.
- (v) The use or possession of fireworks and firecrackers is prohibited except for community fireworks display with written permission from director. The director shall require of the user of such devices such reasonable all risk insurance coverage as he deems appropriate.
- (w) Reserved
- (x) The creation of any fire in any park outside a specifically designed picnic grill, fireplace or other similarly designed enclosure is prohibited without the written permission of the director.
- (y) Only approved material may be used in the creation of such fires. No live plant material may be used for the creation of any fire.
- (z) Reserved.
- (aa) All lighted cigarettes, cigars, smoking pipes, matches or other burning materials must be extinguished before disposing of same in a proper container or area.
- (bb) Digging is prohibited within all park areas.
- (cc) All persons must properly dispose of trash and debris caused by them to be in a park.
- (dd) Flea markets, garage sales, rummage sales, and all other such sales by a person, persons or organizations for either private or non-profit purposes are prohibited in park and recreation areas.
- (ee) Horses and other saddle animals in an approved park are allowed only on trails or facilities designated for them. Such animals may be allowed in parks only in special circumstances approved by the director.
- (ff) No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.
- (gg) Nothing in this section shall restrict any official work or activity in said areas during restricted hours by any department of the city.
- (hh) Entering or leaving any park or recreation facility except at established entrance ways or exits is prohibited. Presence in any park or recreational facility other than during posted operating hours is prohibited.
- (ii) The installation and planting of any memorial tree, or any memorial tree marker, without the permission of the director is prohibited. Memorial trees may be planted in designated areas as defined within the memorial tree

guidelines at that time. Flush to the ground markers may be purchased and will be installed by park crews upon approval of the director.

- (jj) The department is granted by the governing body the authority to make known additional rules and regulations as it deems necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this chapter. Such additional rules and regulations shall have the force and effect of law ten days after their adoption by the parks and recreation advisory board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of the ordinance from which this section derives and any future additional rules and regulations adopted by the parks and recreation advisory board, pursuant to the ordinance from which this section derives shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the parks and recreation advisory board, and the municipal building.
- (kk) The director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and cultural areas of the city. The director shall also be responsible for the administration of this ordinance. An appeal from the director's decision or action shall lie with the city recreation advisory board. An appeal of the director's decision shall be filed in writing with the city recreation advisory board within ten days of the rendering of a final decision or adverse action by the director. The recreation advisory board shall render its decision at the next regularly scheduled monthly meeting if the director's decision is rendered at least ten days prior thereto. If the director's decision is rendered within ten days of the next regular meeting of the parks and recreation advisory board, then the board may, but shall not be required to hear the appeal at the second regular board meeting following the director's decision.
- (ll) Interfering with, encumbering, obstructing or rendering dangerous any part of a park is prohibited.
- (mm) The intentional or wanton destruction, injury, defacement, or removal of any natural or cultural feature or non-renewable natural resource is prohibited, without specific written permission from the director.
- (nn) The intentional or wanton destruction, injury, defacement, removal or disturbance in any manner of any public buildings, signs, equipment, monument, marker, or other structure or of any relic, artifact, and historic structure or of any other similar public property is prohibited. The

unauthorized possession of park equipment is prohibited without the written permission of the director.

- (oo) The gathering or collecting of natural products of a renewable living resource such as plant material for personal use or for commercial sale is prohibited. The destroying, digging, cutting, removing, or possession of any tree, shrub, or other plant is prohibited absent a permit granted by the director.
- (pp) No person shall molest, kill, wound, hunt, or remove any animal, reptile, bird, or eggs of such animals in any park.
- (qq) Persons, corporations, or organizations may not conduct public meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, within the general confines of a park or recreational area without written permission of the director.
- (rr) Written approval from the director for uses described in [subsection] (qq) above may be denied based on the following:
 - (1) A prior application for the same time and place has been made which has been or will be granted; or
 - (2) The event will present a clear and present danger to the public health safety or welfare; or
 - (3) The event will cause a nuisance and disturbance to a significant number of other users of the park; or
 - (4) The event is of such nature or duration that it cannot reasonably be accommodated in the particular park area for which application is made.
- (ss) Reserved.
- (tt) Without the written permission of the director, no park or facility within a park with the exception of picnic shelters may be reserved for the exclusive use of an individual or group. All play equipment, athletic facilities, parking areas, and other amenities are for the use of the public at large.
- (uu) The creation or maintenance of a nuisance upon city properties **and/or using city properties for uses they are not intended for** are prohibited.
- (vv) Reserved.
- (ww) Polluting or contaminating in any manner any watershed or water supply is prohibited.
- (xx) Depositing of any bodily waste in or on any portion of any restroom facility or other public structure except into fixtures provided for that purpose is

prohibited. Placing any item in any of the plumbing fixtures in such a station or facility for the purpose of interfering with or blocking the plumbing is prohibited. All restroom facilities shall be used in a clean and sanitary manner.

- (yy) Using the public waste containers for dumping of household or commercial garbage or trash brought as such from off premises, except for trash reasonably incidental to a visit to a park or recreational facility, is prohibited.
- (zz) Reserved.
- (aaa) Sports events, pageants, reenactments, regattas, entertainments and the like, characterized as public spectator attractions are prohibited without the prior written approval of the director.
- (bbb) Swimming and bathing are prohibited except in municipal swimming pools or splash pads specifically designed for such.
- (ccc) Violators of posted rules governing the use of swimming in municipal pools will be subject to removal from the premises if the violation is flagrant or repeated or the continued presence of the violator would create a hazardous condition in the area.
- (ddd) Specific rules governing the usage of municipal swimming pools in the city are codified in the Swimming Pool Policy Manual and are incorporated herein by reference.
- (eee) Motorized vehicles are prohibited on trails, with the exception of maintenance vehicles of the city, authorized contractors and motorized wheel chairs.
- (fff) All operators of motor vehicles in parks must conform to all traffic rules and regulations of the city and the State of Tennessee.
- (ggg) The speed limit in all parks and recreation areas is 15 miles per hour.
- (hhh) No driver shall stop, park, or leave any vehicle, whether attended or unattended, upon the paved or maintained surface of a road or parking area so as to leave less than ten feet of the width of the same traffic lane for the free or unobstructed movement of other vehicles, except in the event of an accident or as otherwise directed by an authorized person.
- (iii) Pedestrians have right-of-way over motor vehicles in all parks.
- (jjj) Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.

(kkk) All operators of motorcycles, trail bikes, off-road vehicles and other motorized vehicles must conform to the same rules and regulations as those of any other motor vehicle.

(lll) No person shall grease, lubricate, or make repairs to any vehicle in a park or recreation area except those of a minor nature, and then only in case of emergency.

(mmm) Roller blades, roller skates, skate boards and bicycles, are prohibited on all tennis courts, basketball courts, shelters, pavilions, bleacher areas, splashpad, pedestrian areas and paved, concrete or hard services, unless specified by signage.

(nnn) The hitting of golf balls and use of glass containers in any park is prohibited.

(ooo) Reserved.

Sec. 20-103. Penalties.

Any violation of these rules and regulations for the care and management of such properties as may be made under the authority of T.C.A. § 11-24-112, and the Morristown Municipal Code governing the appropriate violation, shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

June 29, 2022

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on June 20, 2022, the Board reviewed a request from Project Orchard to purchase a parcel of land, identified on the attached map as Lot 12 in the *East Tennessee Progress Center*, consisting of approximately 84.5 acres. Project Orchard will represent an approximately \$87 million investment and create 493 new jobs over the next 5 years.

The Industrial Development Board recommends the sale of this land to Project Orchard by City Council at an agreed upon purchase price of \$31,000 per acre.

If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb

Cc: Mr. Andrew Ellard

RECEIVED

JUL - 5 2022

**CITY OF MORRISTOWN
ADMINISTRATION**
Return to Agenda



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 29, 2022

The Honorable Gary Chesney
Mayor, City of Morristown
100 West First North Street
P.O. Box 1499
Morristown, TN 37816-1499

Re: State Industrial Access serving Project Orchard
Morristown, Hamblen County
PIN: 133032.00
Federal Project Number: N/A
State Project Number: 32ACIT-S3-003
Contract Number: 220221

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Dunn".

Lisa Dunn
Transportation Manager 1

Attachment

Agreement Number: 220221

Project Identification Number: 133032.00

Federal Project Number: N/A

State Project Number: 32ACIT-S3-003

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"State Industrial Access serving Project Orchard"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibits A and B attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)
- | | Responsible Party | Funding Provided by:
Agency or Project |
|-----------------------------|--------------------------|---|
| Environmental Clearance by: | Department | Project |
| Preliminary Engineering by: | Department | Project |
| Right-of-Way by: | Department | Project |

Utility Coordination by:	Department	Project
Construction by:	Department	Project
Paving, Striping & Signing by:	Department	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full-time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before N/A. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by

Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event that this Agreement involves a State Industrial Access Road, the following subsections of B.5.(e) apply:
 - a) The Agency also agrees to clear the right-of-way of all encroachments within the Project limits.
 - b) The Agency agrees that in the event of the institution of any civil actions in eminent domain, condemnation or inverse condemnation, it will defend the same and pay judgments resulting therefrom.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is

- any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase..

- c) If the Department is managing the Construction phase of the Project and the Agency chooses not to include the relocation of utilities on public right-of-way as a Project expense under the provisions of T.C.A. Section 54-5-804 or the Department finds it ineligible, the Agency agrees to assist in the relocation or adjustment of utility facilities as follows:
- 1) Where utility facilities owned by the Agency or one of its instrumentalities are located within the proposed right-of-way of the Project, the Agency will be responsible for such relocation or adjustment of those facilities, as the Department determines is necessary and so notifies the Agency in writing.
 - 2) Where utility facilities owned by entities other than the Agency are located within the proposed right-of-way of the Project and on property presently owned by the Agency, the Agency will take whatever action necessary to obtain removal or adjustment of such utility facilities if so requested by the Department in writing.
- d) In the event that the Project herein described lies on the State Highway System, the Agency shall be solely responsible for all other claims arising from its authorization for local utilities to remain in place during the Construction phase. The extent of that liability shall be determined in accordance with the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, or other applicable laws.
- 1) For the purpose of fulfilling this obligation, in accordance with T.C.A. Section 29-20-404, the Agency shall purchase a policy or agreement of insurance to cover its liability. That policy shall contain limits of liability equal to the maximum limits of the Department's liability under T.C.A. Section 9-8-307, as it may from time to time be amended or construed, or as may otherwise be established by law.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.
- b) In the event that this Agreement includes a State Industrial Access Road, the Department will manage all railroad-highway work for the Project.
- 1) The Agency agrees to provide fifty percent (50%) of the actual cost of any required adjustment or improvement to any railroad when so requested by the Department in writing. The Agency shall provide these funds by (a) check, made payable to the Department of Transportation or (b) deposit in the Local Government Investment Pool.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request

therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations

specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the State Highway System, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project

to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project

development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

This provision D.35 does not apply.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 year open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government

issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

E. INDUSTRIAL OPERATION

E.1 Participation:

- a) It is hereby understood and agreed that the participation of the Department in the cost of the herein described Project is hereby made contingent upon the actual construction of the industry to be served by the Project. Accordingly, the Department will not award an agreement for the Construction or begin Construction work with its own forces on the herein described Project until the industry has actually begun the physical Construction of its plant facility at the location described in Exhibit A hereof.
- b) In accordance with T.C.A. Section 54-5-405, no part of the highway shall be constructed within an industrial site/park or a privately owned tract of land, unless the site/park is a link in a highway serving areas beyond the park or private property in which event the right-of-way or easements shall be conveyed to the State as with other highways.

E.2 Industry Termination

- a) Should the industry terminate its plans to build the plant facility as described herein, the Agency will reimburse the Department for development costs.
- b) In addition, the Agency hereby agrees to reimburse the Department for all funds expended on the Project should the industry fail to complete its facility and operate the facility for a reasonable period of time, as defined by the Department, following the completion of the road.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MORRISTOWN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By:

Signature:

Email: gchesney@mymorristown.com

B

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: lcarroll@caflp.law

B

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

F

Signature:

Email: jeff.c.jones@tn.gov

EXHIBIT "A"

AGREEMENT #: 220221

PROJECT IDENTIFICATION #: 133032.00

FEDERAL PROJECT #: N/A

STATE PROJECT #: 32ACIT-S3-003

PROJECT DESCRIPTION: State Industrial Access serving Project Orchard: Improvement include a new standard SIA road to tie-in to the existing Progress Parkway and Allen Road and extend all the way to the site, parallel to the TVA lines. The existing road that ends in a cul-de-sac will be scarified. The new extension will end in a cul-de-sac; location will be determined upon review of Project Orchard's Site Plan. The length of the road project is estimated at about 3,274 feet (0.62 miles). Will include all removal, paving, striping, signing and installation of safety features.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: New Construction

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	SIA	0%	100%	0%	\$289,000.00
CONSTRUCTION	SIA	0%	100%	0%	\$2,890,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: SIA: Industrial Highway Act of 1959, TCA 54-5-401, et seq.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

STATE INDUSTRIAL ACCESS ROAD

TO SERVE

Project Orchard

City of Morristown

PIN 133032.00

PREPARED BY

**TENNESSEE DEPARTMENT OF TRANSPORTATION
STRATEGIC TRANSPORTATION INVESTMENTS DIVISION**

July 20, 2022

INTRODUCTION AND LOCATION

The City of Morristown has submitted an application to TDOT to provide adequate access to Project Orchard in East Tennessee Progress Center Industrial Park. Project Orchard is a metal fabrication, painting and assembly company. This company is expected to be operational by April 2024 and will initially create 225 new jobs with an annual payroll of \$10,647,000. They are anticipating approximately 60-85 trucks per day that will be using the proposed road. By April 2027, they are expecting to have a full employment of 493 with an annual payroll of \$23,328,760. The capital improvements for this project are estimated at \$87,000,000.

PROPOSED IMPROVEMENT AND COST

The City of Morristown has requested TDOT manages all phases of this project. The City will be responsible for 50% cost share on all right-of-way (ROW) and reimbursable utilities.

The proposed improvement will include a new standard SIA road to tie-in to the existing Progress Parkway and Allen Road and extend all the way to the site, parallel to the TVA lines. The existing road that ends in a cul-de-sac will be scarified. The new extension will end in a cul-de-sac; location will be determined upon review of Project Orchard's Site Plan. The length of the road project is estimated at about 3,274 feet (0.62 miles). Refer to attached map for details of the project.

Once the project is completed, the maintenance of the local roads will be the city's full responsibilities. The construction phase will include all removal, paving, striping, signing and installation of safety features.

The estimated costs for this project are as follows:

Preliminary Engineering	\$289,000
Right-of-Way/Utilities	\$0
Construction	\$2,890,000
TOTAL Estimated Project Cost	\$3,179,000

ECONOMIC ANALYSIS

As an indicator of the economic feasibility of this proposal, a benefit cost ratio was calculated. This ratio is a comparison of monetary benefit of project to the cost of the project, expressed in present value. The benefit is estimated from projected sales tax revenue generated by the added jobs and the actual real and personal property taxes that will be collected on the capital investment over a period of 10 years. The cost is the sum of the estimated project cost and the present value of the annual maintenance over 10 years.

This ratio was found to be **2.48 to 1**.

TENNESSEE DEPARTMENT OF TRANSPORTATION

STATE INDUSTRIAL ACCESS PROGRAM

TDOT

APPLICATION AND INFORMATION PACKET

REVISED NOVEMBER 9, 2021



TENNESSEE DEPARTMENT OF TRANSPORTATION

APPLICATION
FOR THE STATE INDUSTRIAL ACCESS PROGRAM

General Information

Local Government(s) Making Application: City of Morristown

Mailing Address: PO Box 1499, Morristown, TN 37816

Industry Name: Project Orchard, also serving Van Hool, Lot 13 (66 ac), Lot 2 (85 ac) in East TN Progress Center Industrial Park

Type of Industry: Metal Fabrication/Painting/Assembly

Primary Contact Person

For the Local Government:	For the Industry:
Name: Gary D. Chesney	Name: Marshall Ramsey -Project Orchard
Title: Mayor	Title: President
Agency: City of Morristown	Agency: Morristown Chamber of Commerce
Phone: 423-585-4603	Phone: 423-586-6382
E-mail: gchesney@mymorristown.com	E-mail: president@morristownchamber.com

Employment and Investment Information

NOTE: If this project is an expansion or relocation of an existing facility in Tennessee:
include only the additional employment added by your project, and
include only the increase in value of real and personal property for this site

Employment

Anticipated Date Facility is Operational: 4/1/2024

225

Initial Employment (# of new jobs only): 4/1/2027

Anticipated Date of Full Employment: 493

* Full Employment (total # new jobs): 47,328 Annual

Average Hourly or Annual Wage: \$

Capital Investment

Estimated Capital Investment: \$ 87,000,000

Average daily number of heavy trucks expected to use the proposed road: 60-85 based on full development

Will there be any property tax breaks? ☒ YES ☐ NO

If yes, describe the nature and/or schedule of the tax abatement.

* Anticipated full employment within the next five years.

6 Year, 75 % abatement of Real Property

Responsibilities

The following phases and available options for responsibility of a typical SIA project are listed below. Following this list on the next page is more information on what each party would be responsible for in each case.

Please read carefully the descriptions of responsibility and then indicate which option the local government wishes to choose for each phase. *(Descriptions can be found on pages 4 and 5 of this application.)*

- ☐ The local government wishes to perform all work and manage this project locally using the Local Program Development Office guidelines. The local government will be reimbursed under the guidelines and terms set by the Local Program Development Office and the SIA Program.

(If this option is chosen, skip to bottom of page.)

- ☒ The local government wishes for TDOT to manage the project with the responsibility for each phase indicated below.

LOCAL	TDOT	PHASE
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Survey and Design
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Right-of-Way Acquisition, Utilities Relocation, Railroad Crossings (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction – grading, drainage, and base
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction – pavement

TDOT Multimodal Access

Sidewalks are not included on projects approved for funding through the State Industrial Access Program. In order to comply with Departmental policies related to the inclusion of sidewalks on TDOT projects, please select one of the following options.

- ☒ The local government elects to move the project forward without the inclusion of sidewalks and construction costs will remain as indicated in the responsibility portion of the application.
- ☐ The local government has chosen to include sidewalks in the requested project. We understand that including sidewalks with this project will be at a non-participating construction cost and the local government will be responsible for 100% of the cost before the project can be advertised for bid letting.

Description of Responsibilities Association with Each Phase Option

Survey and Design

LOCAL – The local government will provide the survey and design (through its own forces or consultant), which meets TDOT guidelines at no cost to TDOT. The work must be coordinated with the appropriate TDOT Regional Survey & Design Office.

TDOT – TDOT will provide the necessary survey and design for the project with no cost to the local government.

Right-of-Way Acquisition

LOCAL – The local government will secure donations or purchase the necessary right-of-way for the project, at no cost to TDOT, in accordance with State policies and procedures. This must be coordinated through the appropriate Regional Right-of-Way Office.

TDOT – TDOT will purchase the necessary right-of-way for the project. TDOT and the local government will each be responsible for 50% of the actual cost. The local government will also be responsible for submitting a deposit of the 50% match of the estimated amount before right-of-way acquisition. This deposit is applied toward the local government's share of the actual cost, and any amount over the actual cost is refunded to the local government. If the actual cost is higher than the estimated cost then the local government will be responsible for 50% of the additional required funds.



We have read the above statement in regard to Right-of-Way Acquisition and understand the terms indicated here. *(Initial Please)*

Utility Relocation

State Let Project

If IDOT lets the project to construction, the Department will coordinate the relocation of utilities regardless of who pays for the relocations.

LOCAL – The local government will be responsible for contracting for the adjustment of all conflicting utilities and the cost of relocating reimbursable utilities with no cost to TDOT.

TDOT – The relocation of the utilities will be contracted by TDOT's Utility Office. The local government will pay fifty percent (50%) of the estimated reimbursable cost for relocating the utilities. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.



We have read the above statement in regard to Utility Relocation and understand the terms indicated here. *(Initial Please)*

Locally Let Project

LOCAL – If the locals are letting the project to a construction contract, they are responsible for all utility coordination, reimbursable cost, and must provide certification/documentation to the TDOT utility office to be approved and certified prior to scheduling the contract letting.

TDOT – TDOT will approve and certify the utilities prior to the letting. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.

Railroad Crossings

LOCAL – The local government will be responsible for the coordination of any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 100% of the cost. If requested by locals, TDOT can coordinate but the cost will be 100% local.

TDOT – TDOT will coordinate any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 50% of the cost.



We have read the above statement in regard to Railroad Crossings and understand the terms indicated here. *(Initial Please)*

Construction – grading, drainage, and base

LOCAL – The local government will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the project by TDOT's Local Programs Development Office.

TDOT – TDOT will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This is all at no cost to the local government.

Construction – pavement

LOCAL – The local government will be responsible for the construction of and costs associated with paving the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the construction project by TDOT's Local Programs Development Office.

TDOT – TDOT will be responsible for the construction of and costs associated with paving the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This option is at no cost to the local government.

SIA Roadway Features

The SIA program provides only for a standard road with the following specifications:

Travel lanes -	2 lanes (1 in each direction) at 12 feet wide, for a total of 24 feet of travel lanes
Signals -	Dependent on an intersection meeting TDOT signal warrant requirements
Shoulders -	2 paved/stabilized shoulders (1 on each side) at 4 feet wide
Pavement -	10 inches of base stone 3 inches of "A" mix (asphalt base) 2 inches of "BM-2" mix (asphalt base) 1.25 inches of "D" mix (asphalt surface)

Exhibits

Attach the following exhibits:

- Location Map – map showing the location of the industrial site in relation to the city or county making application.
- Site Map – map showing industrial site, proposed plant location and footprint, road names, and plant entrance locations. Map should be to scale and should include approximate measurements.
- Resolution – Resolution adopted by local governing body in support of the project and SIA application.
- Agreements – Written agreements among local government agencies for shared responsibility of funding (if applicable).
- Additional Roadway Features - Descriptions of items being requested that exceed SIA standard. E.g. curb and gutter; turn lanes; sidewalks; traffic signal

Authorization

It is the desire of insert city and/or county name to make application to the Tennessee Department of Transportation (TDOT) for assistance in the construction of an Industrial Highway under the provisions of the Industrial Highway Act of 1959.

The information provided in this application is for review and economic analysis of the proposed SIA project. All information is accurate to the best of our knowledge.

Authorized by:



Signature of City/County Mayor only

Name: Gary D. Chesney
Title: Mayor
Agency: City of Morristown



TENNESSEE DEPARTMENT OF TRANSPORTATION
INFORMATION AND PROCEDURES
FOR THE STATE INDUSTRIAL ACCESS PROGRAM

Background

The Industrial Highway Act of 1959 (T.C.A. 54-5-403) authorizes the Tennessee Department of Transportation (TDOT) to contract with cities and counties for the development of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee.

TDOT implements the Industrial Highway Act through the department's State Industrial Access (SIA) Program. The department will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

Eligibility and Application Process

Presented in this section are the requirements and procedures for preparing and submitting an SIA application to TDOT and developing projects under the State Industrial Access Program. For information about project eligibility contact TDOT's Project Management Division at (615) 532-3207.

1. Project Eligibility for Consideration

The proposed project is required to be eligible as an industrial highway. An "Industrial Highway" is defined as any road or street designated and located to provide access to an industry site or industrial park. The designated roadways may be eligible for the funding under the TDOT SIA Program. An Industrial Highway cannot be constructed on private property and must be a public road open to traffic.

2. Field Review

Representatives from TDOT and the local city and/or county will review the proposed project in the field. The purpose of the review is to confirm the "Eligibility for Consideration" of the project, discuss the parameters of the project, and gather information to develop a cost estimate for the project.

3. Application

The Application consists of four items:

- a. An Application Form detailing information about the proposed industry or industry expansion and the local government participation,
- b. Location Map depicting the location of the proposed industry in relation to the city or county submitting the application,
- c. Site Map depicting the current and proposed roadways, industry site, and plant or building entrance locations,
- d. A certified Resolution or Ordinance indicating the Application for SIA funding is an official action by the local government. (A sample Resolution is presented on page 13.)

If local governments are sharing any portion of the funding responsibility, a written agreement between local governments should also be submitted at the time of the application. This helps streamline the process of drafting a contract between TDOT and the local government(s) for the project and clarifies the responsibilities of each agency.

4. Consideration

TDOT will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

5. Approval

Upon approval of the Application, TDOT and the local government will execute a contract defining the responsibilities of each party. Appropriate monetary deposits will be submitted by the applicant.

Project Activities

1. ROW and Utilities Deposits

If the applicant chose the option of TDOT acquiring ROW and/or relocating utilities, the local government is required to deposit the full estimated amount of its share of the cost. During the initial analysis of the application, TDOT's ROW Office will estimate the cost of acquiring ROW (which may include damages to the remainder) and relocating utilities. This is a preliminary estimate because many details of the ROW and utilities plans are not known at that time, and it is usually based on the "worst-case" scenario. Any unused portion of the deposit will be returned to the local government at the close-out of the project.

Timing for ROW acquisition

# of Tracts	Months Needed
1 – 10	10 – 12 (12-14 if relocations)
11 – 50	12 – 18
51 – 100	18 – 24
101 – 150	24 – 36
150+	26 – 30+

*Projects with no ROW acquisition still require 9 months for utility coordination if needed
Project with no ROW and no utilities require 6 months for environmental permits

2. Project Design

The typical section for Industrial Highway projects is two 12-foot wide lanes with 4 foot-wide paved shoulders. Additional design features may be requested and paid for by the Applicant. The additional work may be included in the construction contract as non-participating items and will be at no cost to TDOT. A construction deposit for non-participating items will be required before TDOT advertises the project for construction bids.

3. Permits

a. Environmental Permits

The following two conditions will determine the responsibility for obtaining environmental permits. Environmental Guidelines for Industrial Highways is described on pages 11-12.

1. When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits.
2. When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

b. Permits Required for Plant or Building Site

The local government is responsible for obtaining all federal, state, and local permits for all other development of the plant or building site.

4. Construction

The project may be constructed by one of the following three general options:

- a. The project may be let to contract or constructed by the local government according to the policies set forth by the TDOT Local Programs Development Office.
- b. The project may be let to contract or constructed by TDOT.
- c. The project may be let to contract or constructed by a partnership between the local government and TDOT.

The local government should clearly mark the preferred options in the RESPONSIBILITIES section of the Application Form.

5. After Construction

The Industrial Highway becomes a public city street/county road, and the local government assumes full responsibility for the maintenance of the Industrial Highway after construction is completed.

Typical Process Timeline for TDOT-managed projects

Month	Milestone
1	Submit Application <i>must include official Resolution approved by City or County</i>
2	Receive TDOT Approval
3	Receive Proposed Contract from Local Programs
4	Obtain Fully Executed Contract <i>timeline depends on local government signing and returning contract</i>
5	Preliminary Engineering Phase Funding Approved
5	Kickoff Meeting
6	Survey & Design Begins
8	ROW/Utilities Deposit Due
9	NEPA Document (TEER) Approved
12	ROW Field Review
13	ROW Plans Distribution <i>NEPA document must be approved and ROW/Utilities funding authorized before ROW plans are distributed</i>
14	ROW Acquisition Begins <i>see next page for acquisition timeline</i>
23	Construction Field Review
24	Construction Turn-In <i>Final construction plans, environmental document and permits, ROW and utility certification, non-participating deposits, and railroad agreements</i>
26	Project Advertised
27	Bid Letting
28	Award Contract
29	Construction Begins <i>12 to 18 months to complete depending on project scope</i>

*Please note that each project is unique and will most likely deviate from this **typical** timeline. This is intended as a guide to the process and general durations for an average project.

* Projects requiring railroad coordination **will** impact this timeline.

 We have read the above statement in regard to TDOT Typical Timelines and are aware this is only an estimate and does not constitute a commitment to project deadlines.
(Initial Please)

Environmental Guidelines for Industrial Highways

Transportation projects that do not involve federal aid funding and do not otherwise constitute a major federal action (such as these SIA projects) are exempt from the provisions of National Environmental Policy Act of 1969 (NEPA).

Federal court law, however, has established that under some circumstances, NEPA may apply to a non-federal project.

In a 2001 Tennessee case (Southwest Williamson County Community Association v. Slater, et al.), the Sixth Circuit Court of Appeals defined two alternative tests for determining whether a non-federal project might actually constitute a major federal action to the extent that the requirements of NEPA would apply. The two tests identified in this case are:

1. When the non-federal project restricts or limits the statutorily prescribed federal decision-makers' choice of reasonable alternatives; or
2. When the federal-decision makers have authority to exercise sufficient control or responsibility over the non-federal project so as to influence the outcome of the project.

State-funded transportation projects that require the acquisition of right-of-way and/or the construction of new roadways and other transportation facilities must undergo a rigorous environmental review. The environmental review is documented in a Tennessee Environmental Evaluation Report (referred to as a TEER) that will be made available for public review.

A TEER is prepared for a state-funded transportation project that meets both of the following criteria:

1. Is a transportation route (including a bridge project); and
2. Requires acquisition or disturbance of at least one acre of new or additional right-of-way, unless there are special circumstances that would necessitate the preparation of a TEER for a project with less than one acre of property acquisition.

Special circumstances that would result in the need to prepare a TEER under the second criterion listed above include, but are not limited to, the following:

1. Displacement of any commercial or residential occupants;
2. The use of land from a property or district that is listed on or eligible for listing on the National Register of Historic Places or a National Historic Landmark, which would cause an adverse effect to that resource;

3. The use of land from a public park or recreation area, designated forest, or wildlife management area;
4. Work that requires a US Coast Guard construction permit, or an individual US Army Corps of Engineers Section 404 Permit;
5. Construction in, across, or adjacent to a river designated as a component of the National System of Wild and Scenic Rivers or high-quality streams, including streams designated as Exceptional Tennessee Waters (ETW), as designated by Tennessee's water quality standard;
6. Work encroaching on a regulatory floodway or work affecting the base floodplain (100-year flood) elevation of a water course or lake;
7. Work in wetlands;
8. Change in access control;
9. A known hazardous materials site within the proposed right-of-way;
10. An adverse effect to federal or state designated threatened or endangered species or their critical habitat; or
11. A formal request for the preparation of a TEER is received from a local citizen, group or organization, and the request is based on identified environmental concerns.

For the Tennessee Department of Transportation (TDOT) Environmental Procedures Manual relating to State-Funded projects in its entirety visit the following site:

<https://www.tn.gov/assets/entities/tdot/attachments/EnviroProcMan.pdf>

Early identification of sensitive areas will enable TDOT to implement changes to avoid environmental impacts, coordinate with state and federal agencies, and obtain required permits prior to construction of an SIA roadway. If these sensitive areas cannot be completely avoided, the impacts must be minimized, and the effects of the proposed project must be mitigated.

These activities have the potential to lengthen the project schedule and increase project cost.

If the local government chooses to prepare the project plans, the local government must provide the TDOT Environmental Division with accurate maps or aerial photography on which to base technical environmental studies.

When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits.

When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

Sample Resolution

WHEREAS, the insert name of city and/or county, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the insert name of city and/or county, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, the insert name of city and/or county will be responsible for all maintenance of the proposed industrial access roadway upon completion of this project, and

WHEREAS, insert company name plans to construct a insert type of facility in the insert name of city and/or county, and

WHEREAS, the construction of an industrial access road to serve said proposed plant is necessary and vital to the successful completion of this project and the future economic well-being of this area, and

NOW, THEREFORE BE IT RESOLVED by the insert name of city and/or county, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

Adopted this _____ day of _____ 20____.

City or County Mayor

ATTEST:

Recorder, City or County

Checklist for Application Process

- ☐ Contact TDOT's Strategic Transportation Investments Division about potential SIA
- ☐ Participate in Field Review with TDOT at the site
- ☐ Approve concept/cost provided by TDOT
- ☐ Complete the application form
- ☐ Obtain resolution from the local governing body in support of project
- ☐ Submit application with location map, site map, resolution, and local funding agreements (if applicable) attached
- ☐ Receive approval letter from TDOT
- ☐ Contacted by TDOT's Local Programs Office about contract, program requirements, etc.
- ☐ Receive proposed contract
- ☐ Review and accept contract (must submit original color contract with watermark)
- ☐ Receive fully executed contract from TDOT

Contact Information

TDOT Economic Development Office (located at TDOT Headquarters in Nashville)

Danielle Hagewood	615.253.2521	Danielle.Hagewood@tn.gov
Tintin Czach	615.532.8054	Tintin.Czach@tn.gov

TDOT Local Programs Office (located at TDOT Headquarters in Nashville)

Kimery Grant	615.741.5323	Kimery.Grant@tn.gov
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TDOT Environmental Division (located at TDOT Headquarters in Nashville)

Environmental Documents	TDOT.Env.NEPA@tn.gov
Environmental Permits	TDOT.Env.Permits@tn.gov

RESOLUTION NO. 2022-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE TO ENTER INTO CONTRACT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CONSTRUCTION OF AN INDUSTRIAL ACCESS HIGHWAY UNDER THE INDUSTRIAL HIGHWAY ACT OF 1959.

WHEREAS, the City of Morristown, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the City of Morristown, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, the City of Morristown will be responsible for all maintenance of the proposed industrial access roadway upon completion of this project, and

WHEREAS, a national firm plans to construct a manufacturing facility in the City of Morristown, and

WHEREAS, the construction of an industrial access road to serve businesses in the East Tennessee Progress Center is necessary and vital to the successful completion of future projects and the future economic well-being of this area.

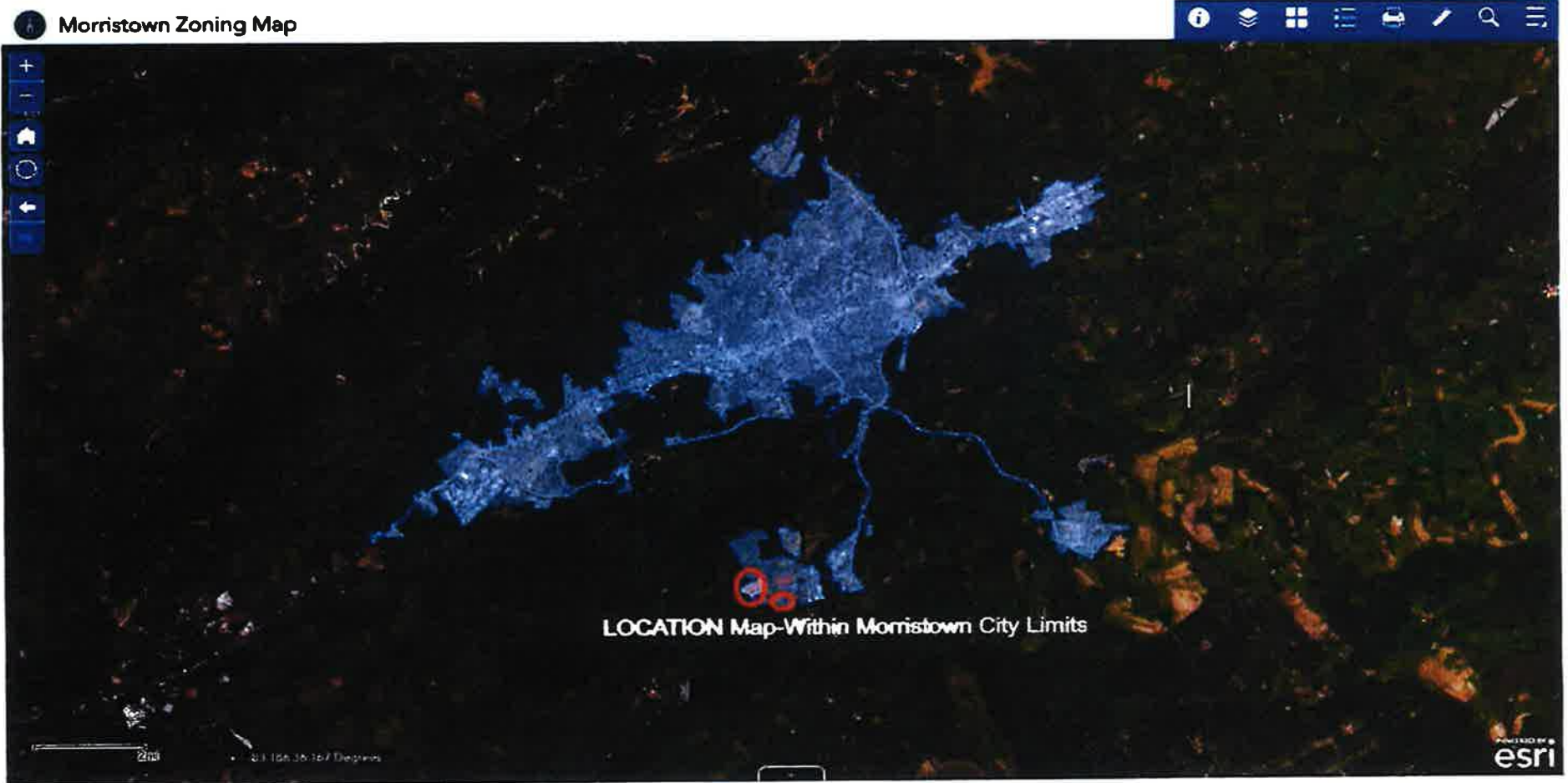
NOW, THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

Adopted this day of June 7, 2022

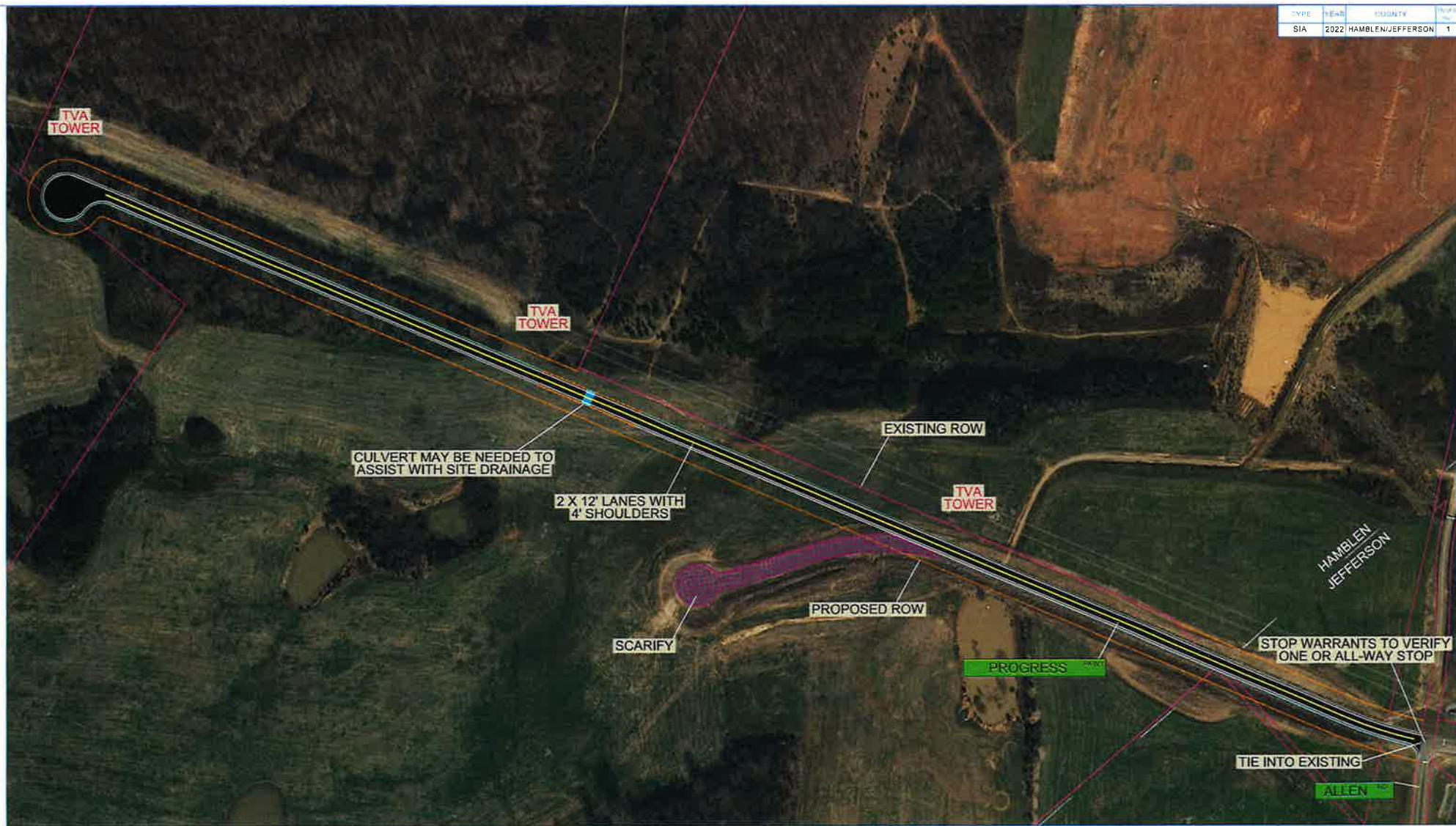

Mayor

ATTEST:


City Administrator, Anthony Cox



6/21/2022 1:05:51 PM
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TYPE	YEAR	ISSUANCE	SHEET
SIA	2022	HAMBLEN/JEFFERSON	1

STATE INDUSTRIAL ACCESS

PROGRESS PKWY. EXTENSION
LOG MILE 1,120 TO LOG MILE 1,743
HAMBLEN AND JEFFERSON COUNTIES

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.D.
FIGURE 1
PROGRESS PKWY.
LOG MILE 1,120
TO
LOG MILE 1,743

COST ESTIMATE SUMMARY

Route:	Progress Pkwy. Ext.			
Termini:	From Allen Rd. to Cul-de-sac			
Scope of Work:	SIA			
Project Type of Work:	Construction-New			
County:	Hamblen			
Length:	0.62 Miles			
Date:	June 21, 2022			
Estimate Type:	Concept			

DESCRIPTION	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Construction Items				
Removal Items	\$0	\$0	\$0	\$1,700
Asphalt Paving	\$0	\$0	\$0	\$652,000
Concrete Pavement	\$0	\$0	\$0	\$0
Drainage	\$0	\$0	\$0	\$113,000
Appurtenances	\$0	\$0	\$0	\$0
Structures	\$0	\$0	\$0	\$84,000
Fencing	\$0	\$0	\$0	\$0
Signalization & Lighting	\$0	\$0	\$0	\$0
Railroad Crossing	\$0	\$0	\$0	\$0
Earthwork	\$0	\$0	\$0	\$793,000
Clearing and Grubbing	\$0	\$0	\$0	\$45,700
Seeding & Sodding	\$0	\$0	\$0	\$16,500
Rip-Rap or Slope Protection	\$0	\$0	\$0	\$31,900
Guardrail	\$0	\$0	\$0	\$21,200
Signing	\$0	\$0	\$0	\$1,900
Pavement Markings	\$0	\$0	\$0	\$4,200
Maintenance of Traffic	\$0	\$0	\$0	\$700
Mobilization 5%	\$0	\$0	\$0	\$88,300
Other Items and Annual Inflation 10%	\$0	\$0	\$0	\$185,000
Const. Contingency (Structures Not Included) 30%	\$0	\$0	\$0	\$587,000
Const. Eng. & Inspec. 10%	\$0	\$0	\$0	\$263,000
Construction Estimate	\$0	\$0	\$0	\$2,890,000
Interchanges & Unique Intersections				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
Right-of-Way & Utilities	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Right-of-Way	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Preliminary Engineering	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Prelim. Eng. 10.0%	\$0	\$0	\$0	\$289,000
Total Project Cost (2022)	\$ -	\$ -	\$ -	\$ 3,180,000



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314**

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 29, 2022

The Honorable Gary Chesney
Mayor, City of Morristown
100 West First North Street
P.O. Box 1499
Morristown, TN 37816-1499

Re: State Industrial Access serving McNeilus Steel
Morristown, Hamblen County
PIN: 133033.00
Federal Project Number: N/A
State Project Number: 32ACIT-S3-002
Contract Number: 220218

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

A handwritten signature in black ink that reads "Lisa Dunn".

Lisa Dunn
Transportation Manager 1

Attachment

Agreement Number: 220218

Project Identification Number: 133033.00

Federal Project Number: N/A

State Project Number: 32ACIT-S3-002

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"State Industrial Access serving McNeilus Steel"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibits A and B attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)
- | | Responsible Party | Funding Provided by:
Agency or Project |
|-----------------------------|--------------------------|---|
| Environmental Clearance by: | Department | Project |
| Preliminary Engineering by: | Department | Project |
| Right-of-Way by: | Department | Project |

Utility Coordination by:	Department	Project
Construction by:	Department	Project
Paving, Striping & Signing by:	Department	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full-time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before N/A. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by

Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event that this Agreement involves a State Industrial Access Road, the following subsections of B.5.(e) apply:
 - a) The Agency also agrees to clear the right-of-way of all encroachments within the Project limits.
 - b) The Agency agrees that in the event of the institution of any civil actions in eminent domain, condemnation or inverse condemnation, it will defend the same and pay judgments resulting therefrom.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is

any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase..

- c) If the Department is managing the Construction phase of the Project and the Agency chooses not to include the relocation of utilities on public right-of-way as a Project expense under the provisions of T.C.A. Section 54-5-804 or the Department finds it ineligible, the Agency agrees to assist in the relocation or adjustment of utility facilities as follows:
 - 1) Where utility facilities owned by the Agency or one of its instrumentalities are located within the proposed right-of-way of the Project, the Agency will be responsible for such relocation or adjustment of those facilities, as the Department determines is necessary and so notifies the Agency in writing.
 - 2) Where utility facilities owned by entities other than the Agency are located within the proposed right-of-way of the Project and on property presently owned by the Agency, the Agency will take whatever action necessary to obtain removal or adjustment of such utility facilities if so requested by the Department in writing.
- d) In the event that the Project herein described lies on the State Highway System, the Agency shall be solely responsible for all other claims arising from its authorization for local utilities to remain in place during the Construction phase. The extent of that liability shall be determined in accordance with the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, or other applicable laws.
 - 1) For the purpose of fulfilling this obligation, in accordance with T.C.A. Section 29-20-404, the Agency shall purchase a policy or agreement of insurance to cover its liability. That policy shall contain limits of liability equal to the maximum limits of the Department's liability under T.C.A. Section 9-8-307, as it may from time to time be amended or construed, or as may otherwise be established by law.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.
- b) In the event that this Agreement includes a State Industrial Access Road, the Department will manage all railroad-highway work for the Project.
 - 1) The Agency agrees to provide fifty percent (50%) of the actual cost of any required adjustment or improvement to any railroad when so requested by the Department in writing. The Agency shall provide these funds by (a) check, made payable to the Department of Transportation or (b) deposit in the Local Government Investment Pool.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request

therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations

specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the State Highway System, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project

to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project

development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

This provision D.35 does not apply.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 year open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government

issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

E. INDUSTRIAL OPERATION

E.1 Participation:

- a) It is hereby understood and agreed that the participation of the Department in the cost of the herein described Project is hereby made contingent upon the actual construction of the industry to be served by the Project. Accordingly, the Department will not award an agreement for the Construction or begin Construction work with its own forces on the herein described Project until the industry has actually begun the physical Construction of its plant facility at the location described in Exhibit A hereof.
- b) In accordance with T.C.A. Section 54-5-405, no part of the highway shall be constructed within an industrial site/park or a privately owned tract of land, unless the site/park is a link in a highway serving areas beyond the park or private property in which event the right-of-way or easements shall be conveyed to the State as with other highways.

E.2 Industry Termination

- a) Should the industry terminate its plans to build the plant facility as described herein, the Agency will reimburse the Department for development costs.
- b) In addition, the Agency hereby agrees to reimburse the Department for all funds expended on the Project should the industry fail to complete its facility and operate the facility for a reasonable period of time, as defined by the Department, following the completion of the road.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MORRISTOWN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By:

Signature:

B

Signature:

Email: gchesney@mymorristown.com

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

B

Signature:

Email: lcarroll@caflp.law

Email: TDOT.Legal.Attorneys@tn.gov

E

Signature:

Email: jeff.c.jones@tn.gov

EXHIBIT "A"

AGREEMENT #: 220218

PROJECT IDENTIFICATION #: 133033.00

FEDERAL PROJECT #: N/A

STATE PROJECT #: 32ACIT-S3-002

PROJECT DESCRIPTION: State Industrial Access serving McNeilus Steel: Improvement to include a new standard SIA road to tie-in to the existing Interstate View and Witt Road. The new road will end in a cul-de-sac; location will be determined upon review of McNeilus Steel's Site Plan. The length of the road project is estimated at about 1,109 feet (0.21 miles). construction phase will include all removal, paving, striping, signing and installation of safety features.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: New Construction

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	SIA	0%	100%	0%	\$102,000.00
CONSTRUCTION	SIA	0%	100%	0%	\$1,122,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: SIA: Industrial Highway Act of 1959, TCA 54-5-401, et seq.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

STATE INDUSTRIAL ACCESS ROAD

TO SERVE

McNeilus Steel

City of Morristown

PIN 133033.00

PREPARED BY

**TENNESSEE DEPARTMENT OF TRANSPORTATION
STRATEGIC TRANSPORTATION INVESTMENTS DIVISION**

July 20, 2022

INTRODUCTION AND LOCATION

The City of Morristown has submitted an application to TDOT to provide adequate access to McNeilus Steel expansion in East Tennessee Progress Center Industrial Park. Headquartered in Dodge Center, Minnesota, McNeilus Steel is family owned and operated. The company supplies steel products and offers metal fabrication services to customers. It employs approximately 700 people in the U.S. and has locations in Fargo, N.D. and Fond du Lac, Wisconsin. This expansion will create an additional 40 jobs by April 2024 with an annual payroll of \$2,009,280. They are anticipating approximately 15 trucks per day that will be using the proposed road. The capital improvements for this project are estimated at \$30,000,000.

PROPOSED IMPROVEMENT AND COST

The City of Morristown has requested TDOT manages all phases of this project. The City will be responsible for 50% cost share on all right-of-way (ROW) and reimbursable utilities.

The proposed improvement will include a new standard SIA road to tie-in to the existing Interstate View and Witt Road. The new road will end in a cul-de-sac; location will be determined upon review of McNeilus Steel's Site Plan. The length of the road project is estimated at about 1,109 feet (0.21 miles). Refer to attached map for details of the project.

Once the project is completed, the maintenance of the local roads will be the city's full responsibilities. The construction phase will include all removal, paving, striping, signing and installation of safety features.

The estimated costs for this project are as follows:

Preliminary Engineering	\$102,000
Right-of-Way/Utilities	\$0
Construction + (CEI)	\$1,020,000
TOTAL Estimated Project Cost	\$1,122,000

ECONOMIC ANALYSIS

As an indicator of the economic feasibility of this proposal, a benefit cost ratio was calculated. This ratio is a comparison of monetary benefit of project to the cost of the project, expressed in present value. The benefit is estimated from projected sales tax revenue generated by the added jobs and the actual real and personal property taxes that will be collected on the capital investment over a period of 10 years. The cost is the sum of the estimated project cost and the present value of the annual maintenance over 10 years.

This ratio was found to be **3.35 to 1**.

TENNESSEE DEPARTMENT OF TRANSPORTATION

STATE INDUSTRIAL ACCESS PROGRAM

TDOT

APPLICATION AND INFORMATION PACKET

REVISED NOVEMBER 9, 2021



TENNESSEE DEPARTMENT OF TRANSPORTATION

APPLICATION FOR THE STATE INDUSTRIAL ACCESS PROGRAM

General Information

Local Government(s) Making Application: City of Morristown

Mailing Address: PO Box 1499, Morristown, TN 37816

Industry Name: McNeilus Steel/ Lot 9 Prospective Lot

Type of Industry: Metal fabrication/Laser Cutting

Primary Contact Person

For the Local Government:

Name: Gary D. Chesney

Title: Mayor

Agency: City of Morristown

Phone: 423-585-4603

E-mail: gchesney@mymorristown.com

For the Industry:

Name: David Graham

Title: Manager

Agency: McNeilus Steel/ Lot 9 (15 ac pad)

Phone: 423-690-8011

E-mail: david.graham@mcneilus.com

Employment and Investment Information

NOTE: If this project is an expansion or relocation of an existing facility in Tennessee:
include only the additional employment added by your project, and
include only the increase in value of real and personal property for this site.

Employment

Anticipated Date Facility is Operational: 2/1/2023

Initial Employment (# of new jobs only): 0

* Anticipated Date of Full Employment: 4/30/2024

* Full Employment (total # new jobs): 40

Average Hourly or Annual Wage: \$ 50,232 Annual

Capital Investment

Estimated Capital Investment: \$ 30,000,000

Average daily number of heavy trucks expected to use the proposed road: 15 McNeilus Only

Will there be any property tax breaks? ☒ Y ☐ N

If yes, describe the nature and/or schedule of the tax abatement.

* Anticipated full employment within the next five years.

Responsibilities

The following phases and available options for responsibility of a typical SIA project are listed below. Following this list on the next page is more information on what each party would be responsible for in each case.

Please read carefully the descriptions of responsibility and then indicate which option the local government wishes to choose for each phase. *(Descriptions can be found on pages 4 and 5 of this application.)*

- ☐ The local government wishes to perform all work and manage this project locally using the Local Program Development Office guidelines. The local government will be reimbursed under the guidelines and terms set by the Local Program Development Office and the SIA Program.

(If this option is chosen, skip to bottom of page.)

- ☐ The local government wishes for TDOT to manage the project with the responsibility for each phase indicated below.

LOCAL	TDOT	PHASE
<input type="checkbox"/>	<input type="checkbox"/>	Survey and Design
<input type="checkbox"/>	<input type="checkbox"/>	Right-of-Way Acquisition, Utilities Relocation, Railroad Crossings (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Construction – grading, drainage, and base
<input type="checkbox"/>	<input type="checkbox"/>	Construction – pavement

TDOT Multimodal Access

Sidewalks are not included on projects approved for funding through the State Industrial Access Program. In order to comply with Departmental policies related to the inclusion of sidewalks on TDOT projects, please select one of the following options.

- ☐ The local government elects to move the project forward without the inclusion of sidewalks and construction costs will remain as indicated in the responsibility portion of the application.
- ☐ The local government has chosen to include sidewalks in the requested project. We understand that including sidewalks with this project will be at a non-participating construction cost and the local government will be responsible for 100% of the cost before the project can be advertised for bid letting.

Description of Responsibilities Association with Each Phase Option

Survey and Design

LOCAL – The local government will provide the survey and design (through its own forces or consultant), which meets TDOT guidelines at no cost to TDOT. The work must be coordinated with the appropriate TDOT Regional Survey & Design Office.

TDOT – TDOT will provide the necessary survey and design for the project with no cost to the local government.

Right-of-Way Acquisition

LOCAL – The local government will secure donations or purchase the necessary right-of-way for the project, at no cost to TDOT, in accordance with State policies and procedures. This must be coordinated through the appropriate Regional Right-of-Way Office.

TDOT – TDOT will purchase the necessary right-of-way for the project. TDOT and the local government will each be responsible for 50% of the actual cost. The local government will also be responsible for submitting a deposit of the 50% match of the estimated amount before right-of-way acquisition. This deposit is applied toward the local government's share of the actual cost, and any amount over the actual cost is refunded to the local government. If the actual cost is higher than the estimated cost then the local government will be responsible for 50% of the additional required funds.



We have read the above statement in regard to Right-of-Way Acquisition and understand the terms indicated here. *(Initial Please)*

Utility Relocation

State Let Project

If IDOT lets the project to construction, the Department will coordinate the relocation of utilities regardless of who pays for the relocations.

LOCAL – The local government will be responsible for contracting for the adjustment of all conflicting utilities and the cost of relocating reimbursable utilities with no cost to TDOT.

TDOT – The relocation of the utilities will be contracted by TDOT's Utility Office. The local government will pay fifty percent (50%) of the estimated reimbursable cost for relocating the utilities. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.



We have read the above statement in regard to Utility Relocation and understand the terms indicated here. *(Initial Please)*

Locally Let Project

LOCAL – If the locals are letting the project to a construction contract, they are responsible for all utility coordination, reimbursable cost, and must provide certification/documentation to the TDOT utility office to be approved and certified prior to scheduling the contract letting.

TDOT – TDOT will approve and certify the utilities prior to the letting. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.

Railroad Crossings

LOCAL – The local government will be responsible for the coordination of any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 100% of the cost. If requested by locals, TDOT can coordinate but the cost will be 100% local.

TDOT – TDOT will coordinate any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 50% of the cost.



We have read the above statement in regard to Railroad Crossings and understand the terms indicated here. *(Initial Please)*

Construction—grading, drainage, and base

LOCAL – The local government will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the project by TDOT's Local Programs Development Office.

TDOT – TDOT will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This is all at no cost to the local government.

Construction—pavement

LOCAL – The local government will be responsible for the construction of and costs associated with paving the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the construction project by TDOT's Local Programs Development Office.

TDOT – TDOT will be responsible for the construction of and costs associated with paving the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This option is at no cost to the local government.

SIA Roadway Features

The SIA program provides only for a standard road with the following specifications:

Travel lanes -	2 lanes (1 in each direction) at 12 feet wide, for a total of 24 feet of travel lanes
Signals -	Dependent on an intersection meeting TDOT signal warrant requirements
Shoulders -	2 paved/stabilized shoulders (1 on each side) at 4 feet wide
Pavement -	10 inches of base stone 3 inches of "A" mix (asphalt base) 2 inches of "BM-2" mix (asphalt base) 1.25 inches of "D" mix (asphalt surface)

Exhibits

Attach the following exhibits:

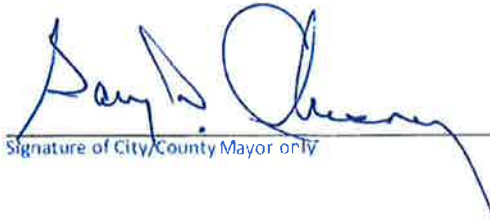
- Location Map – map showing the location of the industrial site in relation to the city or county making application.
- Site Map – map showing industrial site, proposed plant location and footprint, road names, and plant entrance locations. Map should be to scale and should include approximate measurements.
- Resolution – Resolution adopted by local governing body in support of the project and SIA application.
- Agreements – Written agreements among local government agencies for shared responsibility of funding (if applicable).
- Additional Roadway Features - Descriptions of items being requested that exceed SIA standard. E.g. curb and gutter; turn lanes; sidewalks; traffic signal

Authorization

It is the desire of insert city and/or county name to make application to the Tennessee Department of Transportation (TDOT) for assistance in the construction of an Industrial Highway under the provisions of the Industrial Highway Act of 1959.

The information provided in this application is for review and economic analysis of the proposed SIA project. All information is accurate to the best of our knowledge.

Authorized by:



Signature of City/County Mayor only

Name: Gary D. Chesney
Title: Mayor
Agency: City of Morristown



TENNESSEE DEPARTMENT OF TRANSPORTATION
INFORMATION AND PROCEDURES
FOR THE STATE INDUSTRIAL ACCESS PROGRAM

Background

The Industrial Highway Act of 1959 (T.C.A. 54-5-403) authorizes the Tennessee Department of Transportation (TDOT) to contract with cities and counties for the development of “Industrial Highways” to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee.

TDOT implements the Industrial Highway Act through the department’s State Industrial Access (SIA) Program. The department will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

Eligibility and Application Process

Presented in this section are the requirements and procedures for preparing and submitting an SIA application to TDOT and developing projects under the State Industrial Access Program. For information about project eligibility contact TDOT’s Project Management Division at (615) 532-3207.

1. Project Eligibility for Consideration

The proposed project is required to be eligible as an industrial highway. An “Industrial Highway” is defined as any road or street designated and located to provide access to an industry site or industrial park. The designated roadways may be eligible for the funding under the TDOT SIA Program. An Industrial Highway cannot be constructed on private property and must be a public road open to traffic.

2. Field Review

Representatives from TDOT and the local city and/or county will review the proposed project in the field. The purpose of the review is to confirm the “Eligibility for Consideration” of the project, discuss the parameters of the project, and gather information to develop a cost estimate for the project.

3. Application

The Application consists of four items:

- a. An Application Form detailing information about the proposed industry or industry expansion and the local government participation,
- b. Location Map depicting the location of the proposed industry in relation to the city or county submitting the application,
- c. Site Map depicting the current and proposed roadways, industry site, and plant or building entrance locations,
- d. A certified Resolution or Ordinance indicating the Application for SIA funding is an official action by the local government. (A sample Resolution is presented on page 13.)

If local governments are sharing any portion of the funding responsibility, a written agreement between local governments should also be submitted at the time of the application. This helps streamline the process of drafting a contract between TDOT and the local government(s) for the project and clarifies the responsibilities of each agency.

4. Consideration

TDOT will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

5. Approval

Upon approval of the Application, TDOT and the local government will execute a contract defining the responsibilities of each party. Appropriate monetary deposits will be submitted by the applicant.

Project Activities

1. ROW and Utilities Deposits

If the applicant chose the option of TDOT acquiring ROW and/or relocating utilities, the local government is required to deposit the full estimated amount of its share of the cost. During the initial analysis of the application, TDOT's ROW Office will estimate the cost of acquiring ROW (which may include damages to the remainder) and relocating utilities. This is a preliminary estimate because many details of the ROW and utilities plans are not known at that time, and it is usually based on the "worst-case" scenario. Any unused portion of the deposit will be returned to the local government at the close-out of the project.

Timing for ROW acquisition

# of Tracts	Months Needed
1 – 10	10 – 12 (12-14 if relocations)
11 – 50	12 – 18
51 – 100	18 – 24
101 – 150	24 – 36
150+	26 – 30+

*Projects with no ROW acquisition still require 9 months for utility coordination if needed
Project with no ROW and no utilities require 6 months for environmental permits

2. Project Design

The typical section for Industrial Highway projects is two 12-foot wide lanes with 4 foot-wide paved shoulders. Additional design features may be requested and paid for by the Applicant. The additional work may be included in the construction contract as non-participating items and will be at no cost to TDOT. A construction deposit for non-participating items will be required before TDOT advertises the project for construction bids.

3. Permits

a. Environmental Permits

The following two conditions will determine the responsibility for obtaining environmental permits. Environmental Guidelines for Industrial Highways is described on pages 11-12.

1. When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits.
2. When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

b. Permits Required for Plant or Building Site

The local government is responsible for obtaining all federal, state, and local permits for all other development of the plant or building site.

4. Construction

The project may be constructed by one of the following three general options:

- a. The project may be let to contract or constructed by the local government according to the policies set forth by the TDOT Local Programs Development Office.
- b. The project may be let to contract or constructed by TDOT.
- c. The project may be let to contract or constructed by a partnership between the local government and TDOT.

The local government should clearly mark the preferred options in the RESPONSIBILITIES section of the Application Form.

5. After Construction


The Industrial Highway becomes a public city street/county road, and the local government assumes full responsibility for the maintenance of the Industrial Highway after construction is completed.

Typical Process Timeline for TDOT-managed projects

Month	Milestone
1	Submit Application <i>must include official Resolution approved by City or County</i>
2	Receive TDOT Approval
3	Receive Proposed Contract from Local Programs
4	Obtain Fully Executed Contract <i>timeline depends on local government signing and returning contract</i>
5	Preliminary Engineering Phase Funding Approved
5	Kickoff Meeting
6	Survey & Design Begins
8	ROW/Utilities Deposit Due
9	NEPA Document (TEER) Approved
12	ROW Field Review
13	ROW Plans Distribution <i>NEPA document must be approved and ROW/Utilities funding authorized before ROW plans are distributed</i>
14	ROW Acquisition Begins <i>see next page for acquisition timeline</i>
23	Construction Field Review
24	Construction Turn-In <i>Final construction plans, environmental document and permits, ROW and utility certification, non-participating deposits, and railroad agreements</i>
26	Project Advertised
27	Bid Letting
28	Award Contract
29	Construction Begins <i>12 to 18 months to complete depending on project scope</i>

*Please note that each project is unique and will most likely deviate from this **typical** timeline. This is intended as a guide to the process and general durations for an average project.

* Projects requiring railroad coordination **will** impact this timeline.

 We have read the above statement in regard to TDOT Typical Timelines and are aware this is only an estimate and does not constitute a commitment to project deadlines.
(Initial Please)

Environmental Guidelines for Industrial Highways

Transportation projects that do not involve federal aid funding and do not otherwise constitute a major federal action (such as these SIA projects) are exempt from the provisions of National Environmental Policy Act of 1969 (NEPA).

Federal court law, however, has established that under some circumstances, NEPA may apply to a non-federal project.

In a 2001 Tennessee case (Southwest Williamson County Community Association v. Slater, et al.), the Sixth Circuit Court of Appeals defined two alternative tests for determining whether a non-federal project might actually constitute a major federal action to the extent that the requirements of NEPA would apply. The two tests identified in this case are:

1. When the non-federal project restricts or limits the statutorily prescribed federal decision-makers' choice of reasonable alternatives; or
2. When the federal-decision makers have authority to exercise sufficient control or responsibility over the non-federal project so as to influence the outcome of the project.

State-funded transportation projects that require the acquisition of right-of-way and/or the construction of new roadways and other transportation facilities must undergo a rigorous environmental review. The environmental review is documented in a Tennessee Environmental Evaluation Report (referred to as a TEER) that will be made available for public review.

A TEER is prepared for a state-funded transportation project that meets both of the following criteria:

1. Is a transportation route (including a bridge project); and
2. Requires acquisition or disturbance of at least one acre of new or additional right-of-way, unless there are special circumstances that would necessitate the preparation of a TEER for a project with less than one acre of property acquisition.

Special circumstances that would result in the need to prepare a TEER under the second criterion listed above include, but are not limited to, the following:

1. Displacement of any commercial or residential occupants;
2. The use of land from a property or district that is listed on or eligible for listing on the National Register of Historic Places or a National Historic Landmark, which would cause an adverse effect to that resource;

3. The use of land from a public park or recreation area, designated forest, or wildlife management area;
4. Work that requires a US Coast Guard construction permit, or an individual US Army Corps of Engineers Section 404 Permit;
5. Construction in, across, or adjacent to a river designated as a component of the National System of Wild and Scenic Rivers or high-quality streams, including streams designated as Exceptional Tennessee Waters (ETW), as designated by Tennessee's water quality standard;
6. Work encroaching on a regulatory floodway or work affecting the base floodplain (100-year flood) elevation of a water course or lake;
7. Work in wetlands;
8. Change in access control;
9. A known hazardous materials site within the proposed right-of-way;
10. An adverse effect to federal or state designated threatened or endangered species or their critical habitat; or
11. A formal request for the preparation of a TEER is received from a local citizen, group or organization, and the request is based on identified environmental concerns.

For the Tennessee Department of Transportation (TDOT) Environmental Procedures Manual relating to State-Funded projects in its entirety visit the following site:

<https://www.tn.gov/assets/entities/tdot/attachments/EnviroProcMan.pdf>

Early identification of sensitive areas will enable TDOT to implement changes to avoid environmental impacts, coordinate with state and federal agencies, and obtain required permits prior to construction of an SIA roadway. If these sensitive areas cannot be completely avoided, the impacts must be minimized, and the effects of the proposed project must be mitigated.

These activities have the potential to lengthen the project schedule and increase project cost.

If the local government chooses to prepare the project plans, the local government must provide the TDOT Environmental Division with accurate maps or aerial photography on which to base technical environmental studies.

When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits.

When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

Sample Resolution

WHEREAS, the insert name of city and/or county, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the insert name of city and/or county, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, the insert name of city and/or county will be responsible for all maintenance of the proposed industrial access roadway upon completion of this project, and

WHEREAS, insert company name plans to construct a insert type of facility in the insert name of city and/or county, and

WHEREAS, the construction of an industrial access road to serve said proposed plant is necessary and vital to the successful completion of this project and the future economic well-being of this area, and

NOW, THEREFORE BE IT RESOLVED by the insert name of city and/or county, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

Adopted this _____ day of _____ 20_____.

City or County Mayor

ATTEST:

Recorder, City or County

Checklist for Application Process

- ☐ Contact TDOT's Strategic Transportation Investments Division about potential SIA
- ☐ Participate in Field Review with TDOT at the site
- ☐ Approve concept/cost provided by TDOT
- ☐ Complete the application form
- ☐ Obtain resolution from the local governing body in support of project
- ☐ Submit application with location map, site map, resolution, and local funding agreements (if applicable) attached
- ☐ Receive approval letter from TDOT
- ☐ Contacted by TDOT's Local Programs Office about contract, program requirements, etc.
- ☐ Receive proposed contract
- ☐ Review and accept contract (must submit original color contract with watermark)
- ☐ Receive fully executed contract from TDOT

Contact Information

TDOT Economic Development Office (located at TDOT Headquarters in Nashville)

Danielle Hagewood	615.253.2521	Danielle.Hagewood@tn.gov
Tintin Czach	615.532.8054	Tintin.Czach@tn.gov

TDOT Local Programs Office (located at TDOT Headquarters in Nashville)

Kimery Grant	615.741.5323	Kimery.Grant@tn.gov
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TDOT Environmental Division (located at TDOT Headquarters in Nashville)

Environmental Documents	TDOT.Env.NEPA@tn.gov
Environmental Permits	TDOT.Env.Permits@tn.gov

RESOLUTION NO. 2022-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE TO ENTER INTO CONTRACT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CONSTRUCTION OF AN INDUSTRIAL ACCESS HIGHWAY UNDER THE INDUSTRIAL HIGHWAY ACT OF 1959.

WHEREAS, the City of Morristown, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the City of Morristown, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and


WHEREAS, the City of Morristown will be responsible for all maintenance of the proposed industrial access roadway upon completion of this project, and

WHEREAS, a national firm plans to construct a manufacturing facility in the City of Morristown, and

WHEREAS, the construction of an industrial access road to serve businesses in the East Tennessee Progress Center is necessary and vital to the successful completion of future projects and the future economic well-being of this area.

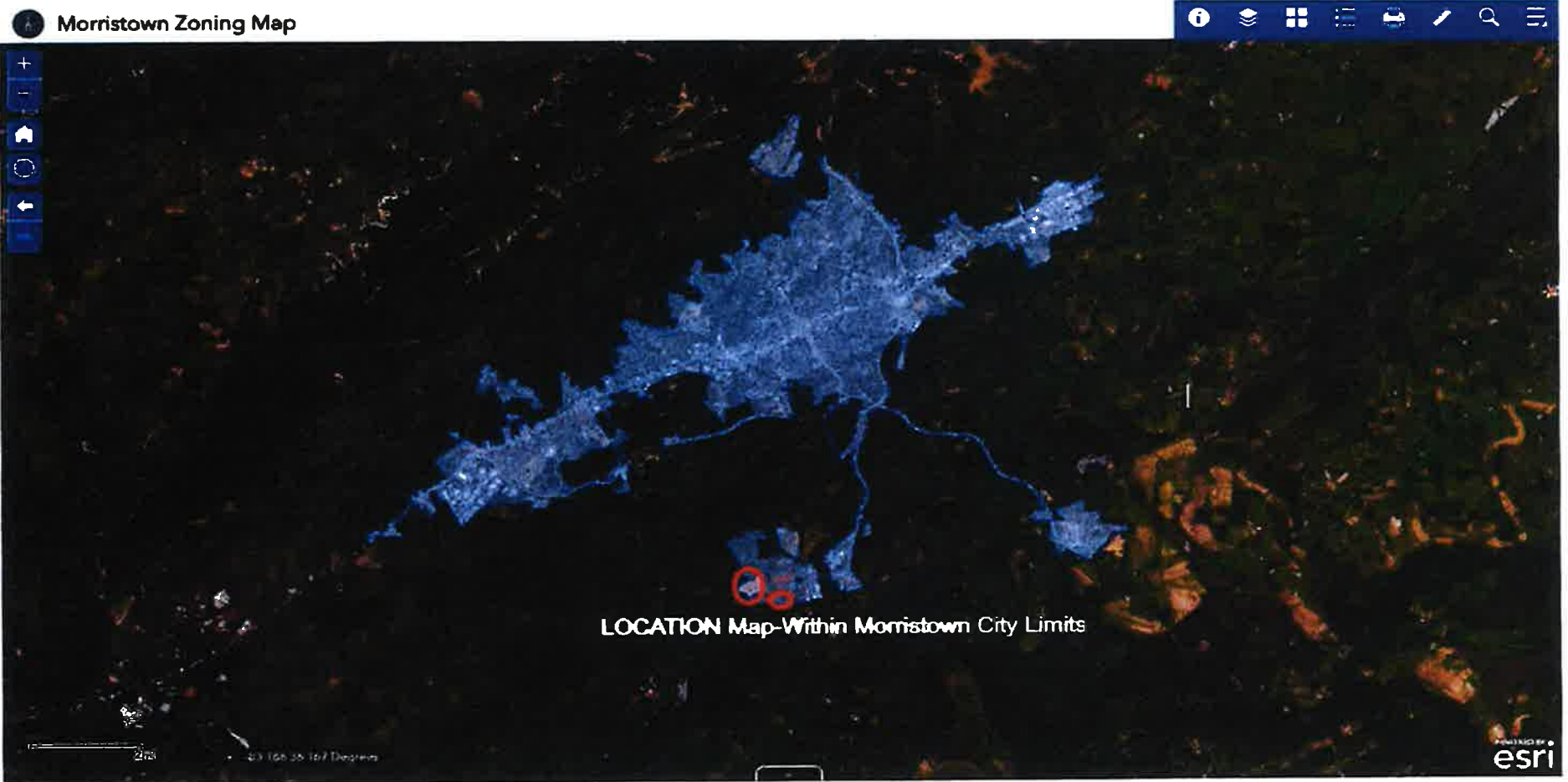
NOW, THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

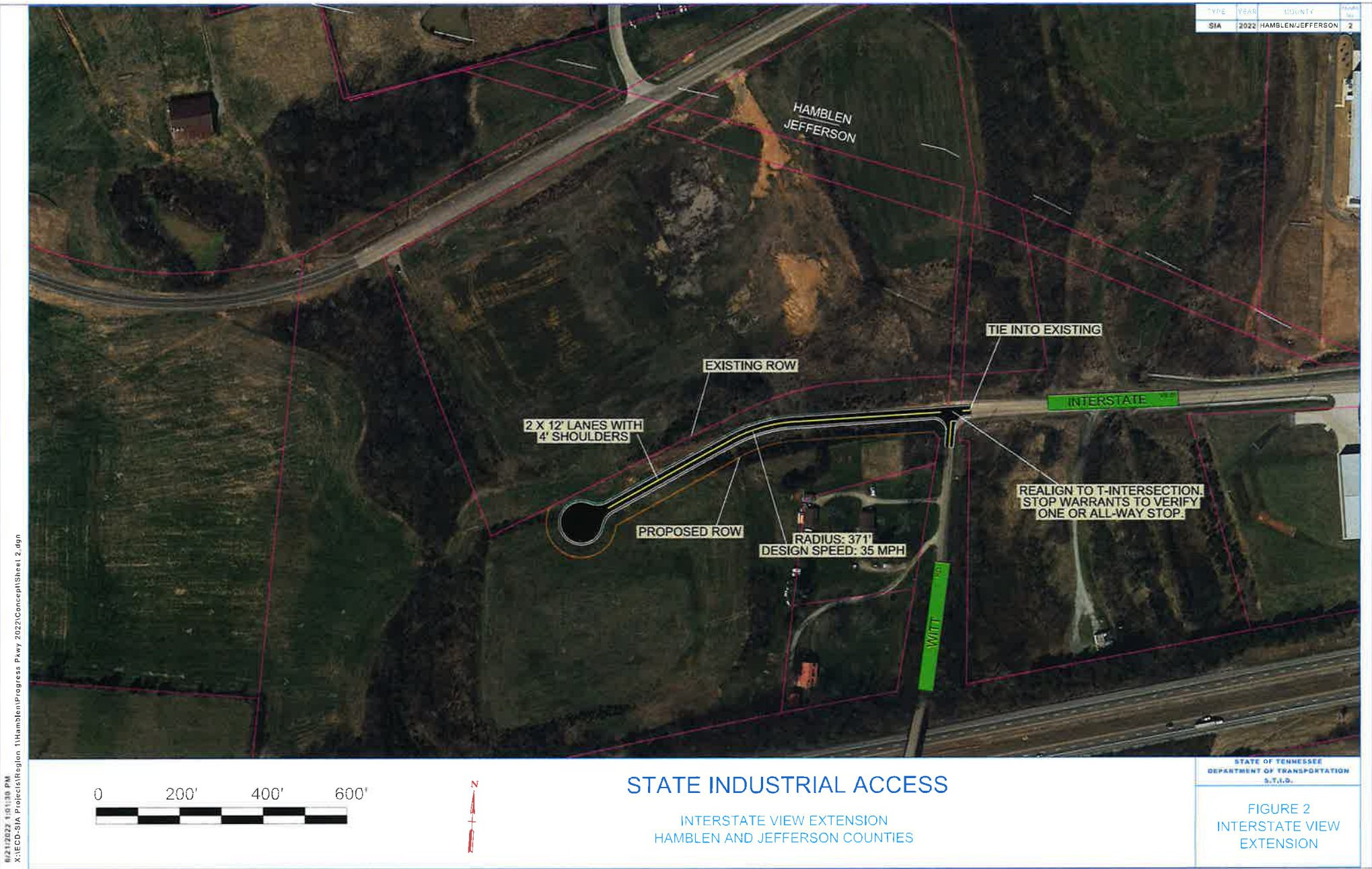
Adopted this day of June 7, 2022


Mayor

ATTEST:



City Administrator, Anthony Cox





6/21/2022 1:01:38 PM
X:\EOD-SIA Projects\Region 1\Hamblen\Progress Pkwy 2022\Concept\Sheet 2.dgn

COST ESTIMATE SUMMARY

Route:	Interstate View Ext.			
Termini:	From Witt Rd. to Cul-de-sac			
Scope of Work:	SIA			
Project Type of Work:	Construction-New			
County:	Jefferson			
Length:	0.21 Miles			
Date:	June 21, 2022			
Estimate Type:	Concept			

DESCRIPTION	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Construction Items				
Removal Items	\$0	\$0	\$0	\$0
Asphalt Paving	\$0	\$0	\$0	\$293,000
Concrete Pavement	\$0	\$0	\$0	\$0
Drainage	\$0	\$0	\$0	\$39,500
Appurtenances	\$0	\$0	\$0	\$0
Structures	\$0	\$0	\$0	\$0
Fencing	\$0	\$0	\$0	\$0
Signalization & Lighting	\$0	\$0	\$0	\$0
Railroad Crossing	\$0	\$0	\$0	\$0
Earthwork	\$0	\$0	\$0	\$254,000
Clearing and Grubbing	\$0	\$0	\$0	\$15,300
Seeding & Sodding	\$0	\$0	\$0	\$5,700
Rip-Rap or Slope Protection	\$0	\$0	\$0	\$0
Guardrail	\$0	\$0	\$0	\$0
Signing	\$0	\$0	\$0	\$800
Pavement Markings	\$0	\$0	\$0	\$2,300
Maintenance of Traffic	\$0	\$0	\$0	\$5,700
Mobilization 5%	\$0	\$0	\$0	\$30,800
Other Items and Annual Inflation 10%	\$0	\$0	\$0	\$64,700
Const. Contingency (Structures Not Included) 30%	\$0	\$0	\$0	\$214,000
Const. Eng. & Inspec. 10%	\$0	\$0	\$0	\$92,600
Construction Estimate	\$0	\$0	\$0	\$1,020,000
Interchanges & Unique Intersections				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
Right-of-Way & Utilities	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Right-of-Way	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Preliminary Engineering	LOCAL	STATE	FEDERAL	TOTAL
	0%	0%	0%	
Prelim. Eng. 10.0%	\$0	\$0	\$0	\$102,000
Total Project Cost (2022)	\$ -	\$ -	\$ -	\$ 1,120,000



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 17007-3 Morristown Community Center Morristown Landing	CONTRACT INFORMATION: Contract For: General Construction Date: 12/01/2020	CHANGE ORDER INFORMATION: Change Order Number: 008 Date: 08/30/2022
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North St. Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Lose Design 2809 Foster Ave. Nashville, TN 37210	CONTRACTOR: <i>(Name and address)</i> 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.)

1. Remove Acoustical Screen Louver Panels = (\$47,400.00)
2. Deduct DAS System = (\$33,690.00)
3. COR # 10 Boardroom Improvements = \$64,945.57
4. COR # 13 Airplane = \$62,903.52
5. COR # 14 Electric Curb & floor boxes = \$76,611.02
6. COR # 15 Basketball Court Logo = \$25,723.03

The original Contract Sum was	\$ 27,927,000.00
The net change by previously authorized Change Orders	\$ 3,801,298.53
The Contract Sum prior to this Change Order was	\$ 31,728,298.53
The Contract Sum will be increased by this Change Order in the amount of	\$ 149,093.14
The new Contract Sum including this Change Order will be	\$ 31,877,391.67

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.

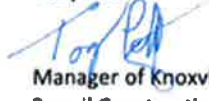
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose Design ARCHITECT <i>(Firm name)</i>	Path Construction Northeast CONTRACTOR <i>(Firm name)</i>	City of Morristown OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following recommendation to add an additional security camera to monitor the climbing area. The camera will be a valuable documentation tool if there is ever an incident inside the climbing area. The change order amount for the camera is \$1,821.83.

Tony Pettit



Manager of Knoxville Operations
Burwil Construction Company, Inc.

Mike Mays



Project Manager
Sports Facilities Companies



5901 Walden Drive • Knoxville, TN 37919 • Tel: 865-588-0631 • Fax: 865-588-0851

PROPOSAL FOR CHANGE ORDER

TO: BurWil
1545 Western Ave
Suite 208
Knoxville, TN 37921

PROJECT: Morristown Community Center Low Voltage
Climbing Wall Camera

PH: 865 409-4825

ATTN: Tony Pettit

DATE: August 26, 2022

Gentlemen:

We are pleased to offer the pricing as requested in the amount of: **\$1,821.83.**

SCOPE:

- Add camera to the high ceiling in the climbing wall area.

****Advent Electric refuses to be held responsible for any delays to the project resulting in not receiving required execution on written change orders or notice to proceed.**

EXCLUSIONS:

Exclusions remain the same as specified in original Bid documents.

***TN State License #50401 Class CE Expiration Date: 09/30/2022**

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 attorney's fees, for overdue amounts.

Prices: Firm 7 days

AUTHORIZED SIGNATURE _____ **Terms: Monthly Progress Payments**
Rick Mabe, President

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.

S:\Job Files\1655 Morristown Community Center Low Voltage\Change Orders\Climbing Area Camera\Climbing Wall Camera Proposal.doc

DATE: _____

ACCEPTED BY:

NAME: _____

TITLE: _____

Form for Contractor's Subcontractor's Cost Itemization

Materials, Equipment, and Labor itemized below will be provided by:		Advent Electric Inc.	Page Number	1
Job Name:	Morristown Community Center Low Voltage		Date Itemized	08/26/22
Project Number:	1655		Proposal Number	1

Description	Material								Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Labor Electrician									0	HR	\$57.50	\$0.00
								\$0.00				
								\$0.00				
								\$0.00				
	1.00	ea	\$0.00	\$0.00				\$0.00				
	1.00	ea	\$0.00	\$0.00				\$0.00				
	1.00	ea	\$0.00	\$0.00				\$0.00				
	1.00	ea	\$0.00	\$0.00				\$0.00				
	1.00	ea	\$0.00	\$0.00				\$0.00				
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	1.00		\$0.00	\$0.00				\$0.00				
	1.00		\$0.00	\$0.00				\$0.00				
	1.00		\$0.00	\$0.00				\$0.00				
			\$0.00	\$0.00				\$0.00				\$0.00
<div style="text-align: right;">Material Subtotal \$0.00</div> <div>Sales Tax 9.25% \$0.00</div>									<div style="text-align: right;">Labor Subtotal \$0.00</div> <div> Burden \$0.00</div>			
Material Costs Including Sales Tax Total \$0.00					Equipment Total \$0.00				Labor Costs Including Mark-Up Total \$0.00			

	Material	\$0.00
	Equipment	\$0.00
	Labor	\$0.00
	M+E+L -- Subtotal	\$0.00
	(M+E+L)*10 % OH -- Subtotal	\$0.00
Davis Bacon Adder	Subcontract Costs	\$1,735.08
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$1,735.08
	(((M+E+L)*10% OH)*5% Profit) -- Subtotal	\$86.75
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">0.00%</div> Bond Premium	\$0.00
	(((M+E+L)*10% OH)*5% Profit)*Bond Premium) -- TOTAL	\$1,821.83

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MORRISTOWN, TN AND COUNTY OF HAMBLLEN, TN

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 18th day of August, 2022, by and between The COUNTY of HAMBLLEN acting by and through its governing body, the Hamblen County Legislative Board, hereinafter referred to as COUNTY, and the CITY of MORRISTOWN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hamblen County, State of Tennessee, witness:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$ 0 from the JAG award for the 2022 Byrne Justice Assistance Grant Program Award; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1: COUNTY agrees to pay CITY a total of \$ 0 of JAG funds.

Section 2: COUNTY agrees to use \$18,131 for the 2022 Byrne Justice Assistance Grant Program Award until September 30, 2023.

Section 3: Each party entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MORRISTOWN, TN

City Mayor

ATTEST:

City Secretary

COUNTY OF HAMBLLEN, TN


County Mayor

ATTEST:


County Clerk



Morristown City Council Agenda Item Summary

Date: September 6, 2022

Agenda Item: Approve the Work Authorization for Michael Baker International for Runway Lighting Design related to the Morristown Regional Airport.

Prepared By: Andrew Ellard

Subject: Runway Lighting Design Work Authorization

Background: The Airport Capital Improvement Plan (ACIP), approved by both FAA and TDOT, includes a project to design and plan for the replacement of the Medium Intensity Runway Lighting (MIRL) system in FY 2023. The actual replacement project is slated for FY 2024.

Findings/Current Activity:

This planning/design project is in keeping with the current ACIP.

Financial Impact:

This work authorization is for an amount not to exceed \$86,400 and qualifies for a 90% participation from FAA and a 5% participation from TDOT. Local match will be \$4,320.00.

Action options/Recommendations:

Approve the Work Authorization.

Attachment: Work Authorization for Professional Services

RUNWAY 5-23 LIGHTING REPLACEMENT

Date: 8/12/2022

TAD No. TBD
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**. Additionally, the required TDOT Aeronautics Division Required contract provisions (attached to this contract) and any applicable FAA Required Contract provisions, available at the link: https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/ shall apply.

Scope of Services – Runway 5-23 Medium Intensity Runway Lighting (MIRL) Replacement:

PROJECT OBJECTIVE

The City of Morristown (Client), operator of Morristown Regional Airport (MOR), is interested in replacing the existing runway lighting along Runway 5-23 at MOR through a TDOT grant. Additionally, the existing VASI system for Runway 5, and the existing PAPI system for Runway 23, will be replaced by a 2-box PAPI.

The system is to be designed and installed in accordance with FAA requirements per FAA Advisory Circular (AC) 150/5340-30J *Design and Installation Details for Airport Visual Aids*, AC 150/5370-10H *Standards for Specifying Construction of Airports*, and AC 150/5370-2G *Operational Safety on Airports During Construction*. Components that are anticipated to be replaced/relocated under this project include:

- Runway edge lights (new LED MIRL on new base cans)
- Runway hold position signs and taxiway exit signs
- VASI replacement with 2-box PAPI (Runway 5)
- PAPI Replacement with 2-box PAPI (Runway 23)
- All required airfield electrical vault equipment (radio control, photocell, panel, etc.)
- Refurbish existing wind cone on existing tower
- Refurbish existing beacon on existing tower

For this project, Michael Baker International Inc. (Michael Baker) intends on providing the following work items in accordance with FAA, TDOT, and MOR requirements:

1. Site plans and specifications
2. Preparation and submission of FAA Form 7460-1, *Notice of Proposed Construction or Alteration* and Construction Safety Phasing Plan (CSPP)
3. Bidding support
4. TDOT grant assistance

Exclusions:

1. Regulator (was replaced in 2021)
2. Any work on the existing MALSF (was replaced with FY15 TDOT grant)
3. REILs (were replaced in 2019)
4. Survey for PAPI siting (sufficient survey is included in the ALP)
5. Any work on the existing Localizer (SDF)

6. Any work on the taxiway lights, except for necessary impacts at runway/taxiway intersections
7. All construction phase services

DETAILED WORK REQUIREMENTS

Task 1.1 - Site Plans and Specifications

Upon receipt of the Notice to Proceed, Michael Baker will begin the preliminary design of the Runway lighting replacement. Michael Baker will design electrical and lighting modifications to meet the current FAA standards. At this time, it is anticipated that the following sheets will be required:

1. Title Sheet
2. General Notes and Quantities
3. Project Layout and Phasing Plan (2 sheets)
4. Demolition Plan (5 Sheets)
5. Electrical Plan (5 sheets)
6. Airfield Vault Plan
7. Electrical Details (5 sheets)

The site design will detail the specific locations and requirements for each light fixture. It is anticipated that existing CAD files for the airport facility, pavements, associated utilities, etc. shall be utilized. However, additional field survey to verify existing pavement edges and underground utilities will be performed.

The electrical design will evaluate existing airfield electrical system and evaluate options for providing power to the new lighting components. The airport will have salvage rights to all components and systems, with the remainder being disposed of by the contractor off airport property. Loading of the regulator will be evaluated to ensure appropriate loading. It's assumed that the existing regulator (replaced in 2021) is appropriate. It is assumed that the final control of the lighting system will be consistent with current operating processes.

Flight check for all components will be coordinated by Michael Baker during design. Cost of flight check will be included in the bidding documents and borne by the contractor.

All specifications will be standard FAA specifications to the maximum extent possible. Any necessary non-standard specifications will be prepared specific for this project. It is anticipated that standard City of Morristown upfront documents will be utilized for this project.

TDOT requires a review of the plans and specifications prior to bidding. After any client comments are received and incorporated after the 90% design submission, the documents will be submitted electronically to TDOT for review. 3 weeks are allotted for TDOT review and comment.

Michael Baker shall prepare plans and specifications at 90%, and 100% milestones. PDFs of each submission shall be supplied by Michael Baker. Any hard copy deliverables requested shall include not more than 1 full-size (22"x34") and 1 half-size (11"x17") sets of construction plans along with 1 combined set of the specifications.

Task 1.2 - Preparation and Submission of Form 7460-1 and CSPP

After phasing is developed and approved by the Client, Michael Baker will prepare and submit an FAA Form 7460-1 for the proposed project through the online obstruction evaluation/airport airspace analysis (OE/AAA) tool. Submission shall include temporary construction impacts, as there are no permanent changes needing to be submitted. Each point submitted will include ground elevation, proposed equipment elevation, description of the project, and overall site plan. Prior to submission, all documentation shall be provided to the Client in PDF format for review and comment.

Michael Baker will develop a Construction Safety Phasing Plan (CSPP) for this project in accordance with FAA and MOR requirements. It is assumed that Runway 5-23 will be closed when work is occurring alongside the runway. The CSPP will be submitted with the 7460-1.

Task 2 - Bidding Support

Michael Baker will provide the following services as part of bidding support:

1. Conduct a pre-bid meeting at MOR. If local health guidelines require, we will hold this meeting virtually
2. Prepare an agenda and sign-in sheet that will be distributed to all plan holders via an addendum
3. Prepare written responses to all received questions from bidders. Responses will be prepared and distributed to all plan holders as addenda
4. Attend the bid opening
5. Evaluate all bids for completeness and accuracy
6. Provide a written recommendation for the Client to award to the lowest responsive and responsible bidder

Task 3 – Project/Grant Coordination

Michael Baker will coordinate with the client all aspects of the project, including assisting the Client with gathering the required documentation and submission of grant paperwork to TDOT through the BlackCat system.

MISCELLANEOUS PROVISIONS

Equipment

Michael Baker will furnish the necessary instruments, vehicles, or other relevant equipment as may be required to sufficiently perform the work.

Insurance and Liability

Michael Baker will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Delays and Extensions

Changes in the estimated time schedule as may be required by the Client or Michael Baker will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary.

Disputes

Disputes concerning a question of fact in connection with work not disposed of by agreement between the Client and Michael Baker will be settled through standard court actions.

PROJECT CRITERIA

Budget

Michael Baker proposes to complete the project for the professional services performed under this task order on a lump sum basis not to exceed eighty six thousand four hundred and 00/100 dollars (\$86,400.00). A detailed breakdown of this cost is Attachment "C".

Additional Work

Additional work beyond the Scope of Work defined herein shall not be performed until an amendment to this proposal, including the scope of work of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Standard of Care and Limitations

Michael Baker shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality at the time of service. No other warranties, express or implied, is made or intended by our proposal or by our oral or written reports. Conclusions presented by Michael Baker regarding the appraisals shall be consistent with the Scope of Work, level of effort specified, and to investigative techniques employed. Michael Baker makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

Time of Performance:

<u>Task</u>	<u>Task Ending</u>
• Notice to Proceed	11/15/2022 (Est.)
• 90% Documents (Plans, Specs, Cost Estimate, CSPP)	60 Days after NTP
• Bid Documents (Plans, Specs, Cost Estimate)	30 Days after 90% comments received

Compensation:

- Engineering Design Services – Lump Sum \$ 61,413.00
- Bid Phase Services – Lump Sum \$ 17,502.00
- Project/Grant Coordination Services – Lump Sum \$ 7,485.00

TOTAL NOT TO EXCEED (Lump Sum)	\$ 86,400.00
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Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Name Printed

Name Printed

Signature

Signature

Title

Title

Date _____

Date _____



Morristown City Council Agenda Item Summary

Date: September 6, 2022

Agenda Item: Acknowledge receipt of bids for Structural Firefighting Boots, accept the bid from Summit Uniforms as the best and lowest bid, and authorize the Fire Chief to purchase the boots up to the budgeted dollar amount.

Prepared By: Andrew Ellard

Subject: Structural Fire Fighting Boots

Background: The City of Morristown Fire Department provides firefighters with protective, high quality structural firefighting boots. Awarding this bid will allow the Fire Department to purchase Structural Fire Fighting boots for new firefighters or replace worn boots of current department members.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received three (3) total responses to the bid. All three vendors provided quotes for the same make and model boot (Haix Fire Eagle Air Boots).

Financial Impact:

Structural Fire Fighting boots are budgeted annually. The FY23 budget has \$31,200 specifically budgeted for the purchase of the boots.

Action options/Recommendations:

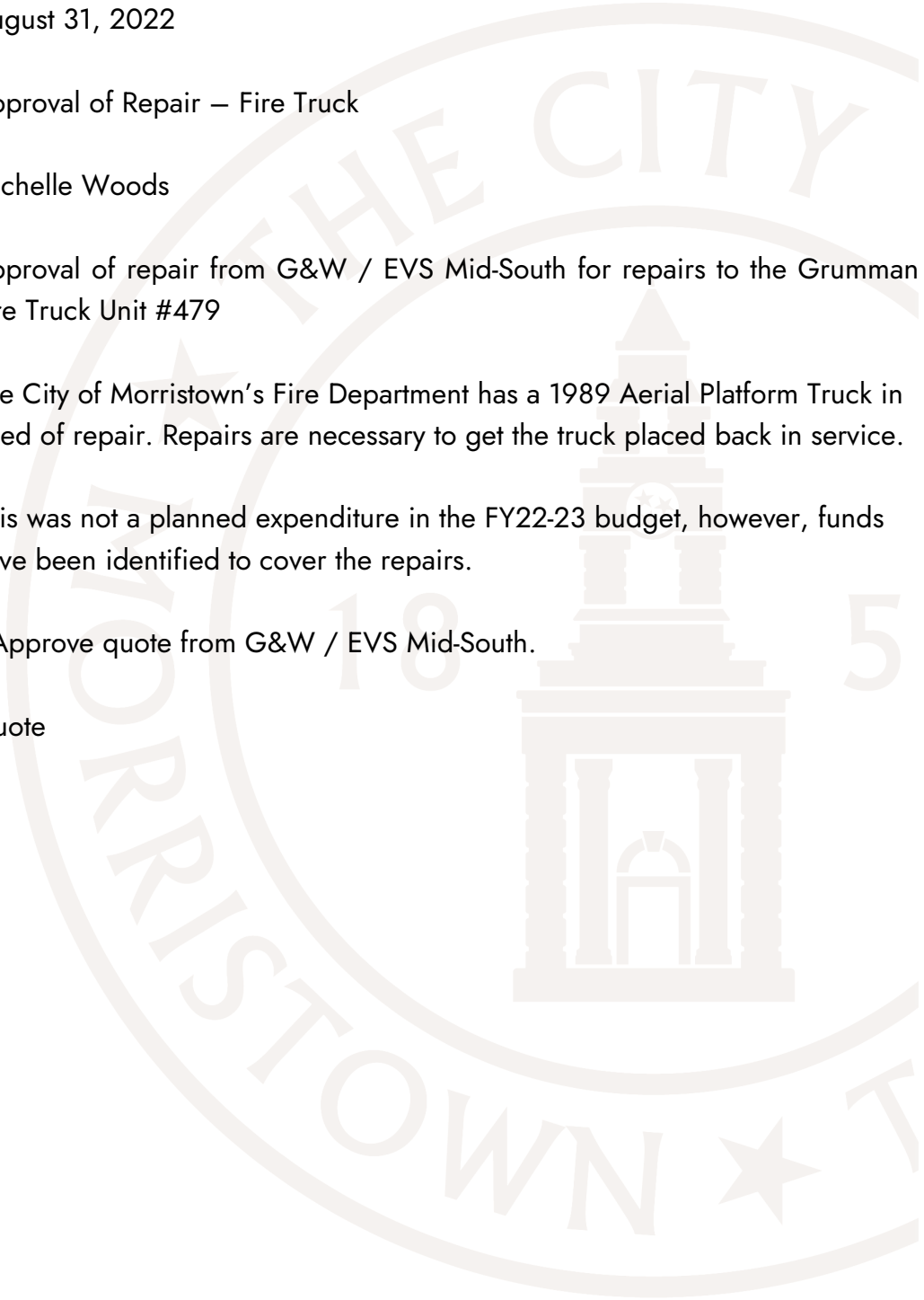
Acknowledge bids, accept the bid from Summit Uniforms, and authorize the boot purchase up to the budgeted dollar amount.

Attachment: Bid tabulation

City of Morristown
Finance Department
Structural Fire Fighting Boots
August 9th, 2022
2:00 P.M.

Boot Style (Men/Women)*	Summit Uniforms	EVS	North America Fire Equipment Co.
Men's Boots	\$347.30	364.73	\$398.96
Women's Boots	\$347.30	364.73	\$398.96

***All Vendor's quoted Haix Fire Eagle Air Boots**



Date: August 31, 2022

Agenda Item: Approval of Repair – Fire Truck

Prepared By: Michelle Woods

Subject: Approval of repair from G&W / EVS Mid-South for repairs to the Grumman Fire Truck Unit #479

Background: The City of Morristown’s Fire Department has a 1989 Aerial Platform Truck in need of repair. Repairs are necessary to get the truck placed back in service.

Financial Impact: This was not a planned expenditure in the FY22-23 budget, however, funds have been identified to cover the repairs.

Action/Recommendations: Approve quote from G&W / EVS Mid-South.

Attachment: Quote



QUOTE

3502 DICKERSON PIKE

NASHVILLE, TN 37207

615-526-1928

DCLARK@GWEVS.COM

INVOICE NO.

DATE August 16, 2022

CUSTOMER ID

TO MORRISTOWN FIRE DEPT

1987 AERIAL PLATFORM REPAIR

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QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
2.00		EXTEND CYLINDER REPAIR OR REPLACE (WORST CASE)	\$ 4,500.00		\$ 9,000.00
1.00		MISC. SUPPLIES	500.00		500.00
120.00	X-HSL	LABOR	145.00		17,400.00
		REMOVED BOTH EXTEND CYLINDERS AND HAVE THEM REBUILT AT A LOCAL HYDRAULIC SHOP. INSTAL BOTH CYLINDERS AND REPAIR THE MULTIPLE HYDRAULIC LEAKS THROUGHOUT THE OUTRIGGER CONTROLS AND AERIAL CONTROLS.			
		ESTIMATE DOES NOT INCLUDE POSSIBLY LEAKING HYDRUALIC HOSES OR VALVES THAT WE MAY ENCOUNTER DURING THE REPAIR			
Quotation prepared by:					
This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)					
To accept this quotation, sign here and return: _____					

TOTAL DISCOUNT					
				SUBTOTAL	\$ 26,900.00
				SALES TAX	
				TOTAL	\$ 26,900.00

THANK YOU FOR YOUR BUSINESS!



Morristown City Council Agenda Item Summary

Date: September 6th, 2022

Agenda Item: Authorize purchase of one (1) John Deere 6110M Cab Tractor and one (1) Side Rotary Mower via Cooperative Purchase

Prepared By: Andrew Ellard

Subject: John Deere 6110M Cab Tractor and Side Rotary Mower Purchase – FY 2023

Background: Budget in FY 2023 provides for the purchase of one (1) John Deere 6110M Cab Tractor and one (1) Side Rotary Mower attachment for Public Works.

Findings/Current Activity:

Meade Tractor of Greenville, TN has provided a proposal with two quotes covering the purchase of this equipment. Pricing for each has been approved under Sourcewell Cooperative Purchasing agreements (#110719 – JDC and #070821 – TGR).

Financial Impact:

Funding has been appropriated in the FY2023 budget:

John Deere 6110M Cab Tractor with optional 5-year warranty: \$111,000.20

Side Rotary Mower: \$36,518.00

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Sourcewell Cooperative Contracts #110719-JDC and #070821-TGR and Meade Tractor Proposal/Quotes



Solicitation Number: RFP #070821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tiger Corporation, 3301 N. Louise Ave., Sioux Falls, SD 57107 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

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 August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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); and
- 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 will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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), or equivalent. 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, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

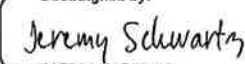
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

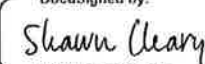
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

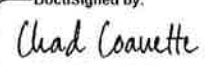
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2021 | 7:33 AM CDT

Tiger Corporation

DocuSigned by:

By: E514F881F63F4DF...
Shawn Cleary
Title: President
Date: 8/5/2021 | 11:53 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/6/2021 | 7:37 AM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Tiger Corporation
Address: 3301 North Louise Ave
SIOUX FALLS, South Dakota 57107
Contact: Dave Burkhart
Email: dburkhart@tigermowers.com
Phone: 605-261-8133
Fax: 605-261-8133
HST#: 88-0329653

Submission Details

Created On: Tuesday May 18, 2021 09:56:30
Submitted On: Friday July 02, 2021 12:33:20
Submitted By: Dave Burkhart
Email: dburkhart@tigermowers.com
Transaction #: e89231b6-b4b1-41f5-a03b-596eab16c601
Submitter's IP Address: 96.2.247.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Tiger Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tiger Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Tiger Corporation
4	Proposer Physical Address:	3301 N.Louise Ave. Sioux Falls, SD 57107
5	Proposer website address (or addresses):	www.tigermowers.com
6	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):	Shawn Cleary, President of Tiger Corporation, 3301 N. Louise Ave Sioux Falls, SD 57107, scleary@tigermowers.com, 605-731-0404
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dave Burkhart, Marketing Coordinator, 3301 N. Louise Ave. Sioux Falls, SD 57107, dburkhart@tigermowers.com, 605-373-0447
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Peters, National Sales Manager, 3301 N. Louise Ave. Sioux Falls, SD 57107, jpeters@tigermowers.com, 605-373-0439

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	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>Tiger Corporation was founded in 1968 with a simple idea, engineer and manufacture the best industrial strength road side mowers and roadway attachments for tractors and trucks. We have developed a complete line of high-quality mowing equipment. Tiger has an extensive Authorized Dealer network with 260 locations, trained to sell and support, our products in the North American market. Tiger is a proud member of, and a wholly-owned subsidiary of Alamo Group Inc. Founded in 1969, Alamo Group Inc. (NYSE: ALG) is a leader in the design, manufacture, distribution, and service of high-quality equipment for governmental, agricultural, and contractor/custom mowing markets. Alamo Group products include truck and tractor mounted mowing and other vegetation maintenance equipment, street sweepers, snow removal equipment, excavators, vacuum trucks, other industrial equipment, agricultural implements, and related after-market parts and services. Alamo Group's corporate headquarters is located in Seguin, Texas. Our 33 Alamo Group member companies are located throughout Australia, Europe, North America, and South America. The Company operates two separate business divisions, namely, the Industrial Division and the Agricultural Division.</p> <p>Tiger's Core Values:</p> <p>1. Teamwork- Creating great working relationships and innovative customer solutions for a productive work environment through respect, appreciation, and open communication.</p> <p>2. Quality Products - We are committed to the highest standards of excellence in all phases of our business by using the best quality materials, demonstrating professionalism, providing the best service, and focusing on safety for our employees, dealers, and customers.</p> <p>3. Positive Relationships - Maintain open and active relationships with our customers to provide the best service while always seeking to establish new relationships to grow our network and increase sales.</p> <p>Tiger's business philosophy and Vision - To be the leader in the industrial mowing market. To provide innovative solutions, with high quality, user-friendly equipment, to solve the challenges of right of way/roadside mowing. Tiger's goal is to exceed our customers' expectations leveraging our extensive North American dealer network, by providing the best parts and service available today.</p>

10	What are your company's expectations in the event of an award?	In the last 4 years of being on the Sourcewell contract, 25% of Tigers' total sales have been generated from the Sourcewell contract. We are excited about having this contract as a key resource to leverage the growth of the Tiger brand and increase sales in North America, and bring the best value to Sourcewell members. Our team at Tiger Corporation looks forward to the continued benefits of using the Sourcewell contract. Many of our customers have stated that using the Sourcewell contract has streamlined their procurement process and has ensured that their governmental entity will receive a quality product for a competitive price. The Sales team at Tiger believes we will continue to grow our sales exponentially by continuing to leverage the Sourcewell contract. We believe the Sourcewell name is synonymous with strength and quality suppliers and provides customers with a contract that is easy to use. We look forward to continued growth if we are chosen to continue on this contract for another 4 years.
11	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.	Tiger Corporation is a wholly owned subsidiary of Alamo Group Inc., and does not publish individual company financial records. Attached in the Financial Strength and Stability Documents section are the following reports. 2020 Alamo Group Annual Report and 2021, 1st Quarter Financial Report. Also included are the Dunn & Bradstreet report, and credit references for Tiger Corporation.
12	What is your US market share for the solutions that you are proposing?	Tiger and its Authorized Dealer network, commands a 30% market share in the markets we participate in. Unfortunately, AEM does not track market share for industrial mowing equipment. Based on our 53 years of proven performance in the right of way roadside mowing market and the extrapolation of known sales we have on record within our CRM and in our business system, we believe our market share is as accurate as can be determined.
13	What is your Canadian market share for the solutions that you are proposing?	Our estimated market share in Canada is 7%. We are not satisfied with our current level of sales and we believe there is significant opportunity in the prairie provinces of Alberta, Saskatchewan, and Manitoba. We recently added a new dealer in Ontario and they are growing our sales significantly in Ontario and Quebec. Here at Tiger, we see nothing but opportunity and growth in Canada. We look forward to partnering with Sourcewell and Rural Municipalities of Alberta to continue to grow our sales. Due to Covid-19 travel restrictions between the United States and Canada, we were not able to continue our travels and prospecting for new/additional dealers in Canada in 2020. As soon as travel restrictions are lifted, we plan to continue our focused efforts in growing our dealer network in Canada.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tiger Corporation has never been the subject of any bankruptcy action. There will not be any risk of bankruptcy in the foreseeable future with the financial strength of Alamo Group (corporate). As an Alamo Group company, we have sufficient resources to support our capital investments at our factory or financial operational needs as a company.
15	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?	Tiger is a manufacturing company that maintains a field sales staff that supports over 57 dealer organizations with 260 locations that cover the US and Canadian market areas. Tiger authorized dealers are the key, and responsible for selling directly to City, County, State, and Federal government agencies and servicing products from these local dealership locations. Tiger's has a total of 14 employees that are directly involved in the day to day activities of selling and supporting our products and provide support to our dealer channel. Tiger's authorized dealers are also agricultural, municipal, and construction equipment dealers, with brick and mortar locations throughout North America. Our dealers offer world-class solutions to governmental customers, agricultural producers, and the contractor segment of the market. Our diverse dealer network is a strength of Tiger Corporation as it helps us gain additional brand awareness in three distinct markets (Municipal, Agricultural, and Construction customers).
16	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.	Tiger Corporation manufactures all of its products to adhere to all specifications of the SAE, ASAE, and ANSI Standards of Industrial Mowing Equipment. These standards assure the customer and the public that Tiger equipment provides the highest degree of safety and durability. The testing is third-party tested to industry standards. One of our team members in our Engineering Department is a Registered Engineer (PE) that plays an integral part in our product development process. This individual has been with our company for over 25 years. In addition, we have 4 other team members in our engineering department that are continually working on value-added solutions to bring to the market and to enhance our current product line of right-of-way mowing equipment.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None to report. 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	Alamo Group Companies were recognized as one of the top 100 ethical companies by Forbes in 2014, proving to our customers that they are working with a company that will treat them fairly and honestly. Tiger has received many safety awards, including the 2019 Safety Excellence Award for Zero injuries by Alamo Group Corporate Safety team, and was also awarded the South Dakota Governors' Workplace safety award for 2015, 2016, 2017, 2018, 2019, and 2020.
19	What percentage of your sales are to the governmental sector in the past three years	An average of 90% of Tiger sales are to Governmental entities.
20	What percentage of your sales are to the education sector in the past three years	Since our products are mainly industrial mowing equipment approximately 5% annually of our sales are to educational entities and school districts.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Alabama State Contract = \$1,301,493 Arizona=\$312,792 Iowa State Contract = \$90,030 Kentucky State Contract = \$2,045,184 Minnesota State Contract = \$199,875 Oklahoma State Contract = \$57,490 Ohio State Contract= \$1,585,125 Pennsylvania State Contract = \$5,668,895 TX Buy Board = \$5,009,967 Washington (State) = \$1,591,458
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tiger does not hold a GSA contract, although our business partner EKA and associates offers Tiger products on their GSA contract. Sales volume for three years to EKA have been \$ 1,097,926.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Milwaukee County, Wisconsin	John Blonien Fleet Director	(414) 257-6575
Henry Miller Reclamation District (California)	Adam Coronado District Superintendent	209-587-1198
City of Spartanburg, SC	Johnny Ravan Roads & Bridges Manager	864-415-6846

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 *
State of West Virginia- Middletown Tractor	Government	West Virginia - WV	Tractor and Boom mower turnkey units with Rotary cutter heads, mulcher heads.	42 Units total in 2020	1.4 Million
State of Kentucky	Government	Kentucky - KY	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers.	28 orders total in 2020	\$1.9 Million
PAMAC	Government	Pennsylvania - PA	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	27 orders total in 2020	\$1.85 Million
Texas Buy Board	Government	Texas - TX	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	37 orders total in 2020	\$1.7 Million
Ohio DOT	Government	Ohio - OH	Tractor and mower turnkey units with rotary and flail cutter heads. Ditchers.	22 orders total in 2020	\$1.6 Million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as 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.	Tiger's sales force consists of 6 Tiger Territory Sales Managers, 1 National Sales Manager, 1 sales support person, 2 service support people, 1 parts support person, 1 order fulfillment support person and 260 dealer locations to sell and support our products in North America.
26	Dealer network or other distribution methods.	Tiger has 57 Authorized Dealer organizations, which have 260 locations for the United States and Canada. Tiger Authorized Dealers call on and work with the vegetation management needs of the city, county, and state governmental entities in their assigned areas. Tiger Dealers have dedicated Governmental Specialists (salespeople), that spend 100% of their time on sales, product and customer support, and marketing of our products. Tiger employees have attended several H2O vendor programs in the last few years and have grown in knowledge from networking with other Sourcwell vendors and from the help of our Sourcwell representative.
27	Service force.	Tiger utilizes a factory-trained service force with our 57 Tiger Authorized Dealers, at their 260 locations. Tiger also has 2 factory product support people supporting our dealers. During the week, we have staff available for product support questions from 7:00 AM to 5:00 PM. If required, we dispatch a mobile technician to travel to our authorized dealers and customers in the field in the support of product concerns or technical issues, if they arise. Our factory technicians have over 100 years of combined experience. Tiger Authorized Dealers have factory trained technicians available on demand for our customers.
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.	Tiger has a dedicated customer service team of 5 people to provide an instant or a same-day response to any customer need. We provide service access by phone, email, facetime, our website, and our dedicated Tiger service center website. Our computer software system logs each call so the customers' issue is documented and can be reviewed by another team member at any time. Customers generally initiate service requirements with our Tiger Authorized Dealers, however, our Customer Service Team will answer any customer-generated call. We also leverage our website www.tigermowers.com , which allows customers to download various parts and service manuals.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Tiger was awarded a Sourcwell contract 4 years ago and has a proven track record of taking care of the customer from the first phone call to several years after the sale. Tiger understands the responsibility we have every day in representing the Sourcwell name and we take it seriously. We pride ourselves on customer service and treating the customer like we would like to be treated. In this manner, the customer will want to come back for future purchases because they have received a positive ownership experience with our products.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Tiger is eager to use the Sourcwell contract in the Canadian provinces. We have found that the challenges in vegetation management in Canada are very similar to the challenges in the United States. Tiger has the vast product offering and dealer outlets needed to address the Canadian market.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are dedicated to supporting all the geographic areas of the United States and Canada. Tiger is proud of our strong dealer network along with the 260 locations in North America to support our customers' needs.
32	Identify any Sourcwell participating entity 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?	Tiger is committed to service all members that are eligible to purchase from the Sourcwell contract. Tiger's extensive North American dealer network enables us to make this commitment.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Tiger has authorized dealers in both Hawaii and Alaska to administer the Sourcwell contract. Tiger reserves the right to sell directly to any US Territory. A modest freight adjustment will be made to cover ocean freight.

Table 7: Marketing Plan

Line Item	Question	Response *
34	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.	Since being awarded this contract in 2017, Tiger Corporation has enthusiastically promoted the Sourcewell contract. We have used the Sourcewell logo on many of our printed literature pieces, along with ads in several county and municipal advertising pieces. Tiger consistently uses Sourcewell in our Constant Contact emails sent out to over 4000 customers and dealer locations. Upon contract award, Tiger's marketing department will again promote the Sourcewell contract name in all our social media platforms, Constant Contact (email advertising campaign), along with another media blitz on Facebook and LinkedIn. Tiger attends local, regional, and national trade shows to continue to grow Sourcewell contract purchasing, and we proudly display the Sourcewell flags at our booth while attending these shows. Tiger currently has the Sourcewell logo posted on our website at the top of our awarded contract page, so new and existing customers have quick access to the website. We will continue to promote the Sourcewell name because of the high brand recognition along with 25% of Tiger's total sales in the past four years have come from this fantastic contract. Tiger Corporation has seen the value in the Sourcewell contract and will continue to reach out to all our customers to promote Sourcewell. Copy of Tiger Boom Mower Literature with Sourcewell Logo, copy of Awarded Contracts page on Tiger website, and copy of Constant Contact piece using Sourcewell have been uploaded to "Marketing" documents area.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Tiger has continually promoted Sourcewell on our website along with many print materials and social media websites to show the ease of purchasing Tiger products using the Sourcewell contract. We have designed Sourcewell specific quote sheets to make ordering easy and fast for the customer. Tiger utilizes Salesforce.com for customer database information and uses Constant Contact, Facebook, and LinkedIn, for Tiger's digital marketing. Bi-weekly email blasts are sent to the customer base to allow Tiger and Sourcewell to stay "top of mind" for our customers. Tiger strives to use Facebook on product deliveries, customer training events and promotes the Sourcewell name when possible.
36	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?	Sourcewell has offered Tiger many resources and support in our current contract, which we have utilized to promote cooperative buying. Sourcewell's brand recognition has added great value to Tiger and increased the recognition of our brand name in North America. Our sales team utilizes the Sourcewell name and reputation it carries, in print ads, social media, and the many trade shows we attend. Tiger Corporation will continue to use our sales team and dealer network to provide top-of-the-line products, leveraging Sourcewell as the most cost effective way to purchase Tiger products. The Tiger Sales and Marketing Team will continue to design new marketing materials promoting Sourcewell and introduce the Sourcewell contract at every opportunity.
37	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.	Currently, e-procurement is not available on Tiger products. Tiger believes our product line requires hands-on personal service for the sale of products at the customer level. With the wide variety of right-of-way mowing equipment and infinite problems with vegetation management we feel we cannot provide the best customer service with e-procurement at this time. Tiger's products are procured through our Tiger Authorized Dealer network. Tiger works directly with our authorized dealers and customers to give the best customer service to provide the solution to the customer's most difficult problems and exceed the customer's expectations.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Tiger customer is trained on the operation of the specific machine delivered, safety procedures, and maintenance of the equipment purchased. This training is completed at the time of delivery of their Tiger product. Tiger also provides a unique and value-added service, Tiger Mower Operator Safety Training (TMOST), which is available to all customers in the US and Canada and is led by a Tiger certified, OSHA authorized, and National Association of Safety Professionals (NASP) certified Safety Training/Planning Specialist. (This training does have an additional cost). (TMOST) training includes hands-on operations and covers all aspects of mowers and mowing problems and solutions while keeping the operator and the general public safe. This specific training is done onsite at a dealer location and usually is an all-day course.
39	Describe any technological advances that your proposed products or services offer.	Tiger has been a leader in right-of-way roadside mowing equipment and vegetation management equipment for over 53 years. However, even though Tiger was the first company to invent and engineer the patented hydraulic-powered side mount rotary mower, we have not rested on our laurels. One of our newest technological advances has been the introduction of our Boom Positioning system. Precisely engineered to control the boom arm movement from the operator seat with a simple flip of a switch. This puts the boom arm into the rear stow for a perfect fit every time. Tiger has updated and improved our hydraulic mower system to be entirely independent of the tractors' hydraulic system. We have developed an electronic/hydraulic float system (EFS) for our Wildkat boom mowers, which enables the mower head to follow the contour of the ground while mowing. Tiger is the first company to build a boom mower designed to meet the legal transport height and width restrictions when loaded on a trailer, increasing customer safety in transport. Additionally, the design utilizes a unique break-away boom arm to improve the protection of boom components. With new technology and design leading our company and the industry, Tiger has been a leader in the past and will continue to build the best-built mowing products in the future.
40	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.	As an Alamo Group company, Tiger Corporation is a strong believer in Environmentally Sustainable practices and being a good steward of our environment. We have implemented a single-stream recycling program throughout our facility. Approximately 4 years ago, we implemented a reusable packaging program where we take our used cardboard boxes, shred them and reuse these for packing parts for shipment to our dealers and customers. We have updated the lighting throughout our facility to utilize (LED Lights) to lower wattage requirements and reduce our electricity needs. A majority of our design process is done with computer modeling, hence reducing the need for paper. Tiger undertook a massive engineering program to design its products to ensure compatibility of our products with Final Tier 4 & Stage 5 agricultural tractor designs, enabling our customers to use the latest technology and to reduce carbon emissions. We have transitioned from using calcium chloride to "Beet Juice" for liquid ballast, this transition providing our customers with an environmentally friendly fluid to add to their tractor tires for weight and stability. Beet Juice or also known as Rim Guard is Non-toxic, bio-degradable, water-soluble and the heaviest non-corrosive liquid ballast on the market! Please see the attached Sustainability Reports which are uploaded to the "Additional Documents Folder."
41	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.	Tiger transitioned from using calcium chloride to "Beet Juice" for liquid tire ballast. Beet Juice, also known as Rim Guard is Non-toxic, bio-degradable, water-soluble, and will never corrode tractor rims. Rim Guard SDS Sheets are uploaded to the "Additional Documents Folder." Tiger also uses Mobile Oil EAL 224H on certain model boom mowers. Mobile EAL 224H features and benefits, picture of the label on Mobile EAL 224H Oil Canister, and SDS sheets are uploaded to the "Additional Documents Folder."
42	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.	Tiger Corporation is a wholly-owned subsidiary of Alamo Group Inc., a public company listed on the NYSE (ALG). There are no special accreditations for Tiger Corporation at this time.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With 53 years in the right-of-way roadside mowing equipment business, we have significant experience in developing, selling, and supporting industrial-strength roadside mowers. As an Alamo Group company, we have a significant number of engineering and product support resources to draw from, along with our strong financial strength. Tiger has a vast product offering within our product portfolio for the Sourcewell member to choose from and to enable them to have a one-stop shopping experience to satisfy their mowing needs. Another key attribute that Tiger provides to the Sourcewell customer is the breadth of our dealer channel with 57 dealer organizations and 260 locations. Tiger offers a sizeable top-of-the-line sales team trained and experienced in government sales. As a result, Tiger has one of the largest dealer organizations reaching and supporting the governmental market. The Tiger mowing system was designed with versatility in mind. Our customers have the ability to interchange several different mowing heads for the same boom mower. We have flail heads, rotary heads, mulching heads, and a ditcher that can be interchanged on the same unit. Our unique frame design allows our customers to change from a side mower to a boom mower in approximately 4 hours or less, reducing the cost of operation and allowing our customers to utilize that specific asset year-round. Tiger is a solutions-focused organization. We take the time to listen to our customers and discuss their mowing and road maintenance needs before ever recommending a product. Tiger believes in world-class customer support and ensuring that each customer is trained on our products after delivery; our field teams and dealers both provide this service.

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 *
44	Do your warranties cover all products, parts, and labor?	Yes, Tiger has a 1-year standard warranty on all products. This is listed in the Tiger Standard Warranty Policy that is included in the "Warranty " documents area.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no restrictions to any governmental entities. Tiger works directly with our customers to explain the warranty and what it covers at the time of purchase. Tiger Corporation also offers our customers the opportunity to purchase an extended warranty for up to 5 years.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tiger will cover transportation costs on a product needed for repair for the first 60 days. Limited coverage for 1 year after purchase. If unique circumstances require assistance, Tiger works with our customers in covering this cost on a case-by-case basis.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every region in North America will be serviced by a Tiger Authorized Dealer. Service, as well as warranty repair, is provided through the nearest Tiger Authorized Dealer.
48	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?	All warranties will be covered by Tiger Corporation with the exception of tractor warranties. As a business partner with New Holland, John Deere, and Case IH tractors, these OEM manufacturers provide warranty and product support for all tractor related repairs.
49	What are your proposed exchange and return programs and policies?	Depending upon the situation the customer will work directly with the Tiger Authorized Dealer for exchanges and return items. Tiger provides a limited number of rebuilt components and Dealers may return parts and whole goods in new and unused condition for full credit.
50	Describe any service contract options for the items included in your proposal.	Tiger offers a one (1) year standard warranty on all products. This factory warranty covers any failure that happens under normal conditions. All Tiger products are eligible to receive an extended warranty, ranging from 1 to 5 years depending upon customer preference. Numerous Tiger dealers will offer service/maintenance programs to the end-users depending upon the customer preference.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	Tiger policy allows Net 45 day payment terms. Exceptions can be made to this for special circumstances prior to acceptance of order. Bank Checks, ACH Transfers, and Wire Transfer are accepted as payment options.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Tiger Corporation has been working directly with (NCL) Nationals Cooperative Leasing for the last 3 years. When a customer inquires about financing or governmental leases, we refer them to NCL. This relationship has benefited many of our Sourcewell/Tiger customers. NCL sample documents from the Tiger website are uploaded to the "Additional Documents" folder.
53	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 participating entities' purchase orders.	Tiger ensures that the ordering process through the Sourcewell Contract is easy and pain-free for the end-user/ customer! Every order will be sent to Tiger Corporation by either the Tiger dealer, Tiger field manager or purchasing entity through email or fax. All purchase orders from the customer are made out to Tiger Corporation. Tiger verifies every Sourcewell order includes the membership number and all appropriate customer information. Next, the order is checked for accuracy & compatibility. Orders are transferred from the individual Sourcewell specific quote sheets and processed by our order fulfillment specialist at our factory. When the order is internally entered into our business system, it is transitioned into a work order in our company manufacturing software for building that specific product for the customer. We create an order code specific to the Sourcewell contract and then enter that information into Tiger's operating business system to assure all orders are tracked accordingly, and quarterly reports are processed in a timely manner for payment to Sourcewell. Once the order is placed in the system, our team is able to track from the first entry in our production system to completion and ship date. Tiger's accounting team, with direction from Tiger management, will track all Sourcewell orders and accrue the fees accordingly. The accounting office will submit the required quarterly reports. Accuracy in record keeping is a key strength of Tiger's accounting team as we manage 23 state contracts as well as supporting our dealers. Per Company policy the customer cannot be billed until the completed unit is delivered and accepted by the customer. Tiger's Authorized Dealer network is educated in the delivery of contract sales and aids in the order processing, delivery, and payment processing, working directly with the customer. In this manner, the customer receives their finished product on time, and Tiger maintains accurate records of the complete order fulfillment process. In summary, Tiger's goal is to ensure an easy ordering process and a positive customer experience for each Sourcewell member that does business with our company. Tiger will ensure accurate record-keeping for all Sourcewell orders and prompt payment of the contract fee.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tiger uses contractual Sourcewell specific quote sheets that make placing an order simple and effective for our customers and dealers. Just type in the quantity of the product you would like, and the form calculates the discount off of list price and tabulates the total at the bottom of the page. We include the warranty paperwork with every order and a copy of the invoice along with instructions to call Tiger Corporation if there are any questions on the purchase or product itself. A sample quote sheet has been uploaded to the "Marketing Plan Documents."
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Tiger currently does not accept P-cards, only because we have not had the need to do so. Tiger can certainly set up and receive P-cards, and would not charge any additional costs to Sourcewell members. Tiger can and routinely accepts wire transfers and ACH payments for ease of conducting business.

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 *
56	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.	Tiger Corporation has a standard list price on all our products. All Sourcewell members will receive an 18% discount on each line item from Tiger List prices. Prices are FOB destination. Tiger Corporation manufactures and sells side and twin rotary mowers, side, twin, rear, and triple flail mowers, boom mowers with reaches from 18 to 30 feet, along with 15 different attachment heads for these boom mowers. Tiger will supply Sourcewell, the Tiger Authorized Dealer, and the Sourcewell member with a Sourcewell specific interactive quote sheet to order products and a copy of the Sourcewell-Tiger Price List. Sourcewell Price List has been uploaded to the "Pricing Documents" folder.
57	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.	Tiger will offer an 18% discount on all Tiger List prices. A Sourcewell specific interactive quote sheet is provided for ease of ordering. A copy of the complete Sourcewell-Tiger Quote Sheets has been uploaded to the "Additional Documents" folder.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Tiger offers an additional 2% discount on any order with three (3) units or more on the same order.
59	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.	Tiger will offer cost plus 12% on material costs and any additional labor charges for any 'sourced', 'open market' or non-standard options, and any applicable freight costs.
60	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.	Tiger publishes all costs of acquiring a Tiger product in our list price, minus discount. Tiger does not surprise our customers with hidden costs. Once we are assured we have the right piece of equipment to match our customer's needs, all charges are upfront and shown on our quote sheet. All labor and delivery are included in the sales price. When dealer PDI is required, it is added to the specific quote sheet and the cost is listed on the price list.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Tiger products on the Sourcewell contract are listed freight, FOB Destination in the continental United States. Ocean freight charges will be added on sales to Alaska and Hawaii and external US territories. These additional freight costs will be listed on the Sourcewell specific quote sheet at the time of sale.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Tiger would quote the products FOB Sioux Falls, SD, and would assist in arranging freight and documentation to Alaska, Hawaii, and any other offshore entity. For orders to Canada, Tiger will quote FOB Sioux Falls and arrange to add any additional surcharges, or customs charges to the bottom of our quote sheet for transparency to our customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Tiger coordinates all shipments for its products from our facility in Sioux Falls, SD. Delivery can be made to the nearest dealer location or to the customer's location. If a Tiger Dealer receives the goods, they will prep the equipment for delivery and deliver it to the customer location. If goods are shipped to the customer location, the Tiger dealer will schedule a time and date for product walk-around on the operation and key points on safety and daily maintenance of the Tiger product. We are very flexible in our delivery abilities and can accommodate any customer requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell pricing is the most cost effective way to procure Tiger Products.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	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 participating entities 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>Tiger understands the importance of accurate information on all paperwork and the value of an audit. At each phase of the order process our Tiger team will check and verify all information placed on the Sourcewell specific quote and call the customer if any questions arise. Again when the order moves to the floor to set up ship dates, Tiger will check the order for clarity, and again the customer will be called if there are any questions. All Tiger sales order team members know that compliance to pricing and exact ship to and bill to information is critical.</p> <p>After the sales order has gone through final review, the Tiger accounting department will monitor until ship/invoice is complete and reconcile all payments to the dealer and the Sourcewell fees. A report is written each month by our IT department to accumulate all contract sales, and Sourcewell contract sales would be added to this report. Submittal of fees are paid at the end of each fiscal quarter. Alamo Group has an internal audit team that assists Tiger with the audit procedure to assure that validity and adherence to contract specifics are administered correctly.</p>
66	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.	Tiger has a fully automated internal computer system and software designed to track and monitor all sales by contract on a monthly basis. Since our awarded contract in 2017, 25% of Tiger's total sales have come from the Sourcewell contract.
67	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.)	Tiger Corporation would propose a 1% fee of total sales through this contract, that would be paid to Sourcewell for facilitating, managing, educating, and promoting this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Tiger Corporation offers a complete line of right-of-way roadside maintenance equipment. Starting with our top-of-the-line Boom Mowers (18 models), roadside shoulder mowers, rotary (5 models), and flail type mowers (6 models). Tiger also manufactures rear mowers (5 models), side shift rear mowers (8 models), along with multiple attachments to meet all our customer's needs.</p> <p>Tigers' boom mowers have reaches that extend from 13' to 30' in lengths. Our most popular boom cutter heads are the rotary and flail heads. These heads come in several sizes and offer multiple cutter knife combinations. We also have several different boom head attachments like the ditcher head, mulching head, sweeper head, 48" saw blade, Snow Panther snow blower head, excavator head, and JCB hydradig head, to name a few.</p> <p>Tiger manufactures a very efficient roadside shoulder mower for the industrial market. These rotary mowers are offered in either 60" or 72" cutting widths, with several blades to choose from, providing a flexible working solution for the customer. These models are also available in a twin configuration, which gives the customer a more expansive mowing capacity.</p> <p>One of Tigers' top-selling attachments is the Ditcher. With a 22" diameter cutting width, the Tiger rotary ditcher can move large amounts of dirt and mud from existing ditches or can cut a new path to create water flow and erosion control. This head is built with three heat-treated, self-sharpening, replaceable blades and wear plates.</p> <p>Tiger's flail mowers are offered as a single side, twin, rear, or triple flail configuration. Our flail mowers are some of the most durable and best-built mowers in the industry. We also offer a full line of 3 point flail mowers and pull-type triple flail mowers.</p> <p>Tiger offers rear rotary mowers that have cutting widths from 6' to 20'. An option to the rear rotary mower is the Offset Hitch which allows the tractor to remain on the road while the mower is entirely in the ditch. This provides operator safety and comfort to mow steep ditches without the tractor leaving the road.</p> <p>A Tiger exclusive innovation is the TruckKat. Tiger developed a boom mower that attaches directly to the modified truck bed of a Ford F550 or M2 Freightliner, turning the truck into a mobile boom-type cutting machine. This machine can travel at road speeds and then stop and change over to a right-of-way mowing machine cutting grass and brush up to 6" in diameter.</p> <p>Tiger has also designed a RailKut model, similar to the Truckkat equipped with rail gear. The RailKut will provide an easy solution for efficient vegetation management of rail roads throughout North America.</p> <p>Tiger has developed an independent engine-driven boom mower that attaches to popular wheel loader models. This concept provides a solution to increase the customers' wheel loader utilization, making the loader a productive year-round piece of equipment. Flexibility and interchangeability are a solution for budget-conscious entities.</p> <p>The Tiger WET KUT system can be added to any rotary or flail cutting head, transforming a standard cutting head into a total vegetation maintenance machine. With a precision application of herbicide to any plant or shrub, while mowing, vegetation can be chemically controlled.</p> <p>One of Tiger's many tractor attachments is the Claw. This patented piece of equipment reclaims lost material from being washed away from the roadside edge. The disc gang action of the 22" boron steel blades provides a system to recover lost shoulder material from the ditch, pulling gravel and sand back up on the roadway to use again for clean driving surfaces.</p> <p>Interchangeability is a feature Tiger integrates into a number of our mowing systems. Product interchangeability enables the customer to purchase one tractor with multiple mowing systems. This solution solves the problem of numerous mowing challenges with one purchase, saving the customer money.</p> <p>Tiger is a business partner with New Holland, John Deere, and Case IH tractor Companies. These relationships allow us to offer turnkey tractor/mower products priced reasonably to the customer. Tiger maintains a stock of these tractors, allowing for fast deliveries.</p> <p>Tiger's product line is designed and engineered as a complete right-of-way maintenance solution.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Industrial right-of-way mowing equipment, Tractor/Mower Attachments, Roadside Vegetation Management Equipment. Rotary and Flail side and rear mowers. Boom Mowers. Flex Wing Rotary Mowers.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger specializes in manufacturing side rotary and flail mowers along with booms mowers from 13 to 30' reach with multiple head combinations.
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom mulcher head and a wet cut system that allows our customers to apply herbicide.
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many of Tiger's products are considered erosion control: Ditchers, Wetcut system, and the Claw roadside reclaimer. Our Ditchers allow water to flow freely in drainage ditches to reduce water backing up and causing floods or erosion outside of the ditch banks. The Claw is a one-way disk that helps reclaim gravel that is washed away by spring rain or removal of shoulder material caused by a snow plow. The Wetcut is a herbicide bar that allows for chemical management of noxious weeds rather than using tillage to control weeds.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom ditcher head along with a complete ditcher system for any tractor.
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a Truckat boom mowing system, Wheel Loader boom mower and multiple other rear three point tractor boom or flail mowers. We have had excellent success with the Truckat in the market place as it is an F550 chassis with our 22 ft. Bengal or 24 ft. Bengal boom mower installed on the chassis. Our Wheel Loader boom mowing system allows our customers to better utilize their capital investment of a payloader when not loaded gravel or salt trucks in the off season.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions needed.

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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."

- [Pricing](#) - 1 - Pricing Documents.zip - Friday July 02, 2021 12:14:34
- [Financial Strength and Stability](#) - 2 - Finance Strength and Stability Documents.zip - Wednesday June 30, 2021 10:57:11
- [Marketing Plan/Samples](#) - 3 - Marketing Plans Documents.zip - Friday July 02, 2021 12:23:34
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Tiger_Limited_Warranty.pdf - Tuesday June 08, 2021 09:56:03
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - 7 - Upload Additional Documents.zip - Friday July 02, 2021 12:25:15

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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. - Shawn Cleary, President, Tiger Corporation

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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT
TO
CONTRACT #070821-TGR**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell and Tiger Corporation** (Supplier).

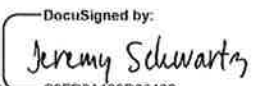
Sourcewell awarded a contract to Supplier to provide Road Right-of-Way Maintenance Equipment to Sourcewell and its Participating Entities, effective August 6, 2021, through August 9, 2025 (Contract).

The parties wish to amend the Contract to add:

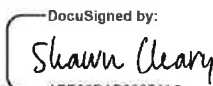
For sales in Canada, Participating Entities will contact Supplier's Canadian Dealers to place orders. Supplier will ensure that a current list of Canadian Dealers is maintained with Sourcewell. Tiger's Canadian Dealers will invoice Participating Entities directly in Canadian dollars.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 6/14/2022 | 8:21 PM CDT

Tiger Corporation

By: 
AEE86DAB908541C...
Shawn Cleary, President
Date: 6/14/2022 | 2:35 PM CDT

Approved:

By: 
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 6/14/2022 | 9:59 PM CDT

**Solicitation Number: RFP#110719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (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 December 30, 2023, 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. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. 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.

D. 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell 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 Sourcewell-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 Sourcewell 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, Sourcewell 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

Sourcewell'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 Sourcewell 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. **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.
- D. **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.
- E. **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.

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: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/23/2019 | 8:47 AM CST

Deere & Company

DocuSigned by:
By: Andrew Roman
C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 12/23/2019 | 6:43 AM CST

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/23/2019 | 9:00 AM CST

RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
2000 John Deere Run
Address: Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday October 02, 2019 13:10:29
Submitted On: Thursday November 07, 2019 10:26:36
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: fc7b4092-1aab-463f-88f9-e8f4dbc9e793
Submitter's IP Address: 165.225.0.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.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):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Garrette - Government Business Manager 19695 Embers Avenue, Farmington, MN 55024 GarretteRobertM@JohnDeere.com 908-442-3455

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.	Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today it's grown into corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the U.S. and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918.
8	Provide a detailed description of the products and services that you are offering in your proposal.	John Deere will offer its complete product offering for ag tractors, implements and related equipment include: 1. Small, Mid and Large frame ag attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, etc.) 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments Our independent dealer network will provide aftermarket services upon request.
9	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members.
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.	Our 2018 Annual Report has been uploaded as part of our proposal.
11	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	What is your Canadian market share, if any?	John Deere considers its market share data to be proprietary information.
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 or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealers being offered in the RFP.	John Deere is a manufacturer. a. John Deere has a nationwide dealer network. The dealer network consists of independently owned John Deere dealers that are operated businesses. b. John Deere partners with independently owned John Deere dealers that are operated businesses. c. John Deere partners with independently owned John Deere dealers that are operated businesses. d. John Deere partners with independently owned John Deere dealers that are operated businesses. e. John Deere partners with independently owned John Deere dealers that are operated businesses. f. John Deere partners with independently owned John Deere dealers that are operated businesses. g. John Deere partners with independently owned John Deere dealers that are operated businesses. h. John Deere partners with independently owned John Deere dealers that are operated businesses. i. John Deere partners with independently owned John Deere dealers that are operated businesses. j. John Deere partners with independently owned John Deere dealers that are operated businesses. k. John Deere partners with independently owned John Deere dealers that are operated businesses. l. John Deere partners with independently owned John Deere dealers that are operated businesses. m. John Deere partners with independently owned John Deere dealers that are operated businesses. n. John Deere partners with independently owned John Deere dealers that are operated businesses. o. John Deere partners with independently owned John Deere dealers that are operated businesses. p. John Deere partners with independently owned John Deere dealers that are operated businesses. q. John Deere partners with independently owned John Deere dealers that are operated businesses. r. John Deere partners with independently owned John Deere dealers that are operated businesses. s. John Deere partners with independently owned John Deere dealers that are operated businesses. t. John Deere partners with independently owned John Deere dealers that are operated businesses. u. John Deere partners with independently owned John Deere dealers that are operated businesses. v. John Deere partners with independently owned John Deere dealers that are operated businesses. w. John Deere partners with independently owned John Deere dealers that are operated businesses. x. John Deere partners with independently owned John Deere dealers that are operated businesses. y. John Deere partners with independently owned John Deere dealers that are operated businesses. z. John Deere partners with independently owned John Deere dealers that are operated businesses.
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.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.
16	Provide all "Suspension or Disbarment" 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.	List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments

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	<p>2018</p> <p>Best Global Brand - Interbrand</p> <p>World's Most Ethical Companies - Ethisphere Institute (12th Year)</p> <p>Top 10 Innovative Company - American Innovation Index</p> <p>Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017</p> <p>World's Most Admired Companies - Fortune Magazine # 50</p> <p>50 Best Places to Work in the US - Indeed.com</p> <p>US Chamber of Commerce Foundation Citizens Award</p> <p>Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016</p> <p>2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p> <p>2015</p> <p>Gold Status Pillar of the Industry Award - Association of Equipment Manufacturers</p> <p>2014</p> <p>Deere & Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
20	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
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?	<p>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows:</p> <p>2018 - \$305.5M</p> <p>2017 - \$295.5M</p> <p>2016 - \$279.6M</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds the following GSA Contracts:</p> <p>Ag Tractor Contract #GS-30F-0007T</p> <p>UV Contract #GS-07F-9670S</p> <p>L&G Contract #GS-06F-0083S</p> <p>The total sales volume for the GSA contracts over the past three years are as follows:</p> <p>2019 = \$21.0M</p> <p>2018 - \$15.3M</p> <p>2017 - \$17.1M</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
Mt. San Antonio College, Walnut CA	Sandi Horn	909-274-5509
Anne Arundel County, Maryland	Dale Eutsler	410-222-7665
State of Indiana - Sourcwell Participating Addendum	Stephanie Nelson	317-234-0963
State of Arkansas - Sourcwell Participating Addendum	John Leverett	501-683-2222

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 *
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$11.5M FY18 = \$10.4M FY17 = \$13.0M
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$8.1M FY18 = \$8.6M FY17 = \$11.0M
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$12.8M FY18 = \$20.7M FY17 = \$17.4M
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	FY19 = \$11.5M FY18 = \$10.3M FY17 = \$7.0M
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$9.2M FY18 = \$9.8M FY17 = \$8.3M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcwell Ag Tractors with Related Attachment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.
26	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
27	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
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>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcwell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.
30	Identify any Sourcwell 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?	John Deere will serve all Sourcwell Member sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcwell member will NOT be charged factory freight to the delivering dealer).

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>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review. The Marketing Literature Sample.pdf contains 2019 Government Calendar, 2019 Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.</p>
34	In your view, what is Sourcewell's role in promoting the Sourcewell- awarded contract into your sales territory?	<p>Sourcewell will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.</p>
35	Are your products or services available through an e-procurement system and how government agencies can access them?	<p>We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For this most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>

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.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.
37	Describe any technological advances that your proposed products or services offer.	John Deere Power Tech Final Tier 4 engines 75 HP and above are built on a proven platform of emissions control technologies including: 1. Cooled exhaust gas recirculation (EGR) 2. Exhaust filters 3. Selective catalytic reduction (SCR) ExactRate Planter Fertilizer System 1. Reduces fertilizer usage by up to 8%. 2. Improve fertilizer placement accuracy by up to 20%
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.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environment impact, including CO2 emissions on 90% of new products 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.
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.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute
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.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. A recent small business compliance review reaffirmed John Deere truly has an active Supplier Diverse program.
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?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to service equipment throughout Canada.

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?	See paragraph A of the attached warranty statement.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.
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?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
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?	John Deere is only submitting equipment manufactured by John Deere.
48	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
49	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	John Deere's 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?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.
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.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.
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?	No.

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) (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.
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.	The percentage discount range is 14% to 24% off Current MSRP.
56	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit 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.	John Deere can offer "Sourced Goods" to Sourcewell Members. What Sourcewell calls "Sourced Goods" John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" or "See Catalog" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as "open market" and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as "non-contract". For example, a Sourcewell Member could purchase a John Deere Ag Tractor, a canopy (non-contract) and a Tiger mower (allied) by utilizing the Sourcewell contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.
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.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
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.)	John Deere will pay a 1% administrative fee.

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.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2020 and beyond includes this discussion.
66	Describe any industry-specific quality management system certifications obtained by your organization.	Several John Deere manufacturing facilities operate a quality management system which complies with the requirements of ISO 9001.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	John Deere is not providing preventive maintenance programs as part of its RFP response. However, Sourcewell Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in Line Item 57 in Table 11: Pricing and Delivery.

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

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - 2018_John-Deere-Annual-Report.pdf - Monday November 04, 2019 12:17:59
- [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Monday November 04, 2019 15:58:35
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Stmt - Ag & Turf.pdf - Monday November 04, 2019 12:18:39
- [Pricing](#) - Price Schedule and Price Pages.pdf - Tuesday November 05, 2019 14:17:01
- [Additional Document](#) - Supplement Information.pdf - Wednesday November 06, 2019 10:47:12

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 Sourcwell 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 Sourcwell, or any person, firm, or corporation under contract with Sourcwell, 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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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 Sourcwell for reasonable measures that Sourcwell 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. - Andrew Roman, Contract Administrator

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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT #110719-JDC**

THIS AMENDMENT is by and between **Sourcewell** and **Deere & Company** (Vendor).

Vendor was awarded a Sourcewell Contract for Ag Tractors with Related Attachments, Accessories, and Supplies effective December 23, 2019, through December 30, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree that delivery will be 90-180 days after receipt of order (ARO) for agricultural equipment.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/26/2021 | 2:13 PM CST

Deere & Company

DocuSigned by:
By: Andrew Roman
Authorized Signature E2D8D7D6435C47C...

Andrew Roman
Name – Printed

Title: Contract Administrator

Date: 2/26/2021 | 12:27 PM CST

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/26/2021 | 2:36 PM CST

**AMENDMENT #2
TO
CONTRACT #110719-JDC**

THIS AMENDMENT is effective upon the date of the last signature below by and between Sourcewell and Deere & Company (Vendor).

Sourcewell awarded a contract to Vendor to provide Ag Tractors with Related Attachments, Accessories, and Supplies, to Sourcewell and its Participating Entities, effective December 23, 2019, through December 30, 2023 (Original Agreement).

The parties wish to amend the Contract to add:

Upon a Dealer's acceptance of this Contract's Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract's Terms and Conditions, Supplier may sell directly to Participating Entities.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell


DocuSigned by:

By: Jeremy Schwartz
C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 7/7/2022 | 3:32 PM CDT

Deere & Company

DocuSigned by:

By: Andrew Roman
E2D8D7D6435C47C...

Title: Contract Administrator

Date: July 1, 2022 7/7/2022 | 2:11 PM CDT

Approved:

DocuSigned by:

By: Chad Coquette
7E42B8F817A64CC...

Chad Coquette, Executive Director/CEO

Date: 7/7/2022 | 5:19 PM CDT



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Jeff Campbell

Meade Tractor
2960 W Andrew Johnson Hwy
Greeneville, TN 37743

Tel: 423-787-7701

Fax: 423-787-7709

Email: jcampbell@meadetractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Quote Id: 27231646

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Meade Tractor
2960 W Andrew Johnson Hwy
Greeneville, TN 37743
423-787-7701
greenevilleag@meadetractor.com

Prepared For:
City Of Morristown



Proposal For:
City Of Morristown

Delivering Dealer:

Jeff Campbell

Meade Tractor
2960 W Andrew Johnson Hwy
Greeneville, TN 37743

greenevilleag@meadetractor.com

Quote Prepared By:

Jeff Campbell
jcampbell@meadetractor.com

Date: 11 August 2022

Offer Expires: 12 September 2022

Confidential



JOHN DEERE

Quote Id: 27231646

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Meade Tractor
2960 W Andrew Johnson Hwy
Greeneville, TN 37743
423-787-7701
greenevilleag@meadetractor.com

11 August 2022

City Of Morristown
TN

Greetings,

We at Meade Tractor are thankful for the opportunity to prepare this quote for you.

We appreciate the confidence you have shown in our equipment, our company and our ability to provide solutions for you and/or your business.

Please feel free to follow up with any questions you may have regarding this quote. If we did not meet your expectations in the preparation and delivery of the quote, please let us know how we can improve to better meet your needs.

Thanks again for your time and consideration and we look forward to following up soon.

For the equipment you need, think Meade.

Jeff Campbell
423-787-7701
Meade Tractor



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
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Quote Summary

Prepared For:

City Of Morristown
TN

Delivering Dealer:

Meade Tractor
Jeff Campbell
2960 W Andrew Johnson Hwy
Greeneville, TN 37743
Phone: 423-787-7701
jcampbell@meadetractor.com

Quote ID: 27231646

Created On: 11 August 2022

Last Modified On: 16 August 2022

Expiration Date: 12 September 2022

Equipment Summary

	Selling Price		Qty		Extended
JOHN DEERE 6110M Cab Tractor	\$ 103,166.20	X	1	=	\$ 103,166.20
PowerGard Protection Plan	\$ 7,834.00	X	1	=	\$ 7,834.00

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: August 10, 2022

Sub Total **\$ 111,000.20**

Equipment Total **\$ 111,000.20**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 111,000.20

Trade In

SubTotal **\$ 111,000.20**

Est. Service \$ 0.00

Agreement Tax

Total \$ 111,000.20

Down Payment (0.00)

Rental Applied (0.00)

Balance Due **\$ 111,000.20**

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 27231646

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

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2000 John Deere Run
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ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Meade Tractor
2960 W Andrew Johnson Hwy
Greeneville, TN 37743
423-787-7701
greenevilleag@meadetractor.com

JOHN DEERE 6110M Cab Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG
70)

Selling Price *
\$ 103,166.20

Price Effective Date: August 10, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 126,808.00	24.00	\$ 30,433.92	\$ 96,374.08	\$ 96,374.08
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1437	PowrQuad™ PLUS 16F/16R - 30 km/h	1	\$ -2,480.00	24.00	\$ -595.20	\$ -1,884.80	\$ -1,884.80
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,579.00	24.00	\$ 618.96	\$ 1,960.04	\$ 1,960.04
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 1,147.00	24.00	\$ 275.28	\$ 871.72	\$ 871.72
3223	Hydraulic Pump - 114 l/min	1	\$ 2,242.00	24.00	\$ 538.08	\$ 1,703.92	\$ 1,703.92
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	\$ 1,293.00	24.00	\$ 310.32	\$ 982.68	\$ 982.68
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 27231646

Customer Name:

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TO (VENDOR):

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5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5214	Rear Wheels Size 480/80R34 - Special Profile	1	\$ 1,556.00	24.00	\$ 373.44	\$ 1,182.56	\$ 1,182.56
5915	Rear and Front Tire Brand - Nokian	1	\$ 220.00	24.00	\$ 52.80	\$ 167.20	\$ 167.20
6045	4WD Front Axle - Unsuspending	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	Front Wheels Size 400/80R24 - Special Profile	1	\$ 1,066.00	24.00	\$ 255.84	\$ 810.16	\$ 810.16
7706	Shipment Preparation - by Ship Overseas, with Conservation	1	\$ 73.00	24.00	\$ 17.52	\$ 55.48	\$ 55.48
8380	Preparation for Front Auxiliary Drive	1	\$ 796.00	24.00	\$ 191.04	\$ 604.96	\$ 604.96
8725	Beacon Light	1	\$ 276.00	24.00	\$ 66.24	\$ 209.76	\$ 209.76
8763	Heavy Duty Rear Wheel Brakes	1	\$ 169.00	24.00	\$ 40.56	\$ 128.44	\$ 128.44
Standard Options Total			\$ 8,937.00		\$ 2,144.88	\$ 6,792.12	\$ 6,792.12
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services							
	PowerGard Protection Plan	1	\$ 7,834.00			\$ 7,834.00	\$ 7,834.00
Value Added Services Total			\$ 7,834.00			\$ 7,834.00	\$ 7,834.00
Total Selling Price			\$	\$ 32,578.80	\$	\$	\$
			135,745.00			103,166.20	111,000.20



Extended Warranty Proposal

PowerGard™ Protection Plan

TRACTORS

Date : August 16, 2022

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 500
Equipment Type	TRACTORS	Coverage:	Comprehensive	Quoted Price	\$ 7,834.00
Model	6110M	Total Months:	72		
Country	US	Total Hours:	5000	Date Quoted	August 16, 2022
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 120 days or 100 hours of ownership for new Commercial Mowers during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Commercial Mowers. Limited Plan coverage = Engine and Powertrain only, Comprehensive Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the PowerGard Protection☐ I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



Please direct questions to:

Ph: 800-843-6849 EXT 3
email all quotes in excel format
to: orders@tiger-mowers.com

Bill To:	CITY OF MORRISTOWN		
Ship to:			
End User			
End User Contact			
Quote#	PO#		
Dealer Contact	Order Date:		
DLR Phone / Fax	Quote Date:	08/11/22	
Dealer Email	Requested ship date:		
	State contract order	070821-TGR	
	Sourcewell Member #		
	Quote valid for 30 days		
Shipping Instruction			
SIDE ROTARY MOWER			

HOW TO ORDER: You must select one item from Section 1, 2, 3 & 4 for a complete Side Rotary Mower.

Qty	Order Code	Description	Approx. Qts	List Price	Disc	Sourcewell Price
Add tractor on next line when required						
SECTION 1 - Choose a Base Unit						
1	SMR-EDBT4	Mid Mount Side Rotary Mower	2247	\$ 17,867	18%	\$ 14,650.94
INCLUDES: Tractor Mount Kit, Mower Hydraulic Drive System, Travel Safety Lock, Hyd Combo Lift & Tilt System						
SECTION 2 - Choose a Cutter Head						
1	TSR-60EDH	Rotary, Side, 60", Domed Top Cutter Head	920	\$ 15,492	18%	\$ 12,703.44
	TM-60EDH	Rotary, Side, 60", Flat Top Cutter Head	920	\$ 15,305	18%	\$ -
	TM-72EDH	Rotary, Side, 72", Flat Top Cutter Head	920	\$ 15,746	18%	\$ -
INCLUDES: Cutter Head & Front Safety Chains						
SECTION 3 - Choose a Rear Guard						
1	RC60	Rear Chains, 60"	132	\$ 1,445	18%	\$ 1,184.90
	RR60	Rear Rubber Flap, 60"	100	\$ 1,246	18%	\$ -
	RC72	Rear Chains, 72"	132	\$ 1,512	18%	\$ -
	RR72	Rear Rubber Flap, 72"	100	\$ 1,314	18%	\$ -
SECTION 4 - Choose a Hydraulic Controls Option						
1	H KIT-2	Hydraulic Hose Kit to Tractor Remotes	25	\$ 1,158	18%	\$ 949.56
	2SPV-R	Valve, 2 spool, stand, hoses and cable control	85	\$ 4,463	18%	\$ -
	3SPV-R	Valve, 3 spool, stand, hoses and cable control (For Twin Rotary)	95	\$ 5,245	18%	\$ -
INCLUDES: Mower On/Off Switch box						
SECTION 5 - Installation Charge						
1	Factory Mnt	Installation of complete mower system		\$ 5,654	18%	\$ 4,636.28
	Field Mnt	Installation of complete mower system		\$ 5,654	18%	\$ -
SECTION 6 - SIDE MOUNT MOWER OPTIONS						
1	Caster-S	Side mower caster wheel assembly	142	\$ 1,684	18%	\$ -
	06744017	TSR-60" Rotary Parts Kit (knives, bolts, nuts, filter, grease)	27	\$ 328	18%	\$ 1,380.88
	06744010	TM-60" Rotary Parts Kit (knives, bolts, nuts, filter, grease)	27	\$ 328	18%	\$ -
	06744018	TM-72" Rotary Parts Kit (knives, bolts, nuts, filter, grease)	27	\$ 347	18%	\$ -
	06770131	Kit, Deck Extension - TSR60 - 2.0" (extensions & hardware)	18	\$ 515	18%	\$ -
	06770015	Kit, Deck Extension - TM72 - 2.50" (extensions & hardware)	24	\$ 561	18%	\$ -
	Tiltkit	Mower Tilt Stop Switch	4	\$ 492	18%	\$ -
ADDITIONAL OPTIONS FROM PRICE LIST						
1		Grill Guard w/Pump Guard	39	\$ 626		\$ 626.00
1		Manuals, Technical Service - Book - 6000M Series		\$ 386		\$ 386.00
						\$ -
						\$ -
						\$ -
						\$ -
Totals						\$ 36,518.00
TRACTOR INFORMATION REQUIRED:						
Make/Model:			Transmission			
Tire size			Cab Type			
			2WD or MFWD			

All prices are FOB Destination.
Prices are subject to change without notice.

Side Rotary -SD



Morristown City Council Agenda Item Summary

Date: September 6th, 2022

Agenda Item: Acknowledge receipt of bid for Asphalt Rejuvenation, accept the bid from Pavement Technology, Inc. as the best and lowest bid, and authorize the City Administrator to enter into a contract with Pavement Technology, Inc. through June 30th, 2023.

Prepared By: Andrew Ellard

Subject: Asphalt Rejuvenation

Background: On an annual basis, the City of Morristown works diligently to maintain our asphalt roadways. The installation and/or replacement, removal, restoration, and resurfacing can come at a significant cost. Asphalt rejuvenation provides for the preservation of asphalt surfaces thus increasing the lifespan of the asphalt roadway up to approximately 5 years. Asphalt rejuvenator spray is applied to asphalt surfaces, and it penetrates the asphalt restoring and preserving the durability of the asphalt. This work will be performed on up to 5 miles of roadway.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received one (1) total response to the bid. Pavement Technology, Inc. was the lowest and only bidder providing a quote of \$1.15 per square yard.

Financial Impact:

The maintenance, repair, and replacement of the city's asphalt surfaces are budgeted annually. The application of the asphalt rejuvenator is expected to preserve the integrity of our asphalt surfaces, thus requiring less maintenance, repair, and replacement and ultimately reducing costs to the city.

Action options/Recommendations:

Acknowledge bid, accept the bid from Pavement Technology, and authorize a contract for same.

Attachment: Bid tabulation

City of Morristown
Finance Department
Asphalt Rejuvenation
August 16th, 2022
2:00 P.M.

Item Description	Bidder	Unit	Unit Price
Asphalt Rejuvenation	Pavement Technology	Square Yard	\$1.15



Morristown City Council Agenda Item Summary

Date: September 6, 2022

Agenda Item:

Prepared by: Larry Clark

Subject: Right-of-Way purchase for Thompson Creek Road

Background / History: Thompson Creek Road project requires purchase of ROW for the road project for widening and utilities.

Findings / Current Activity: Phil Addison worked with property owners to create agreements for ROW acquisition.

Financial Impact: Not to Exceed \$50,000 for a total of 6 properties or portion of properties.

Action options / Recommendations: Approval of ROW acquisition

Attachments: ROW Acquisition form

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Jerry Grooms Et Al
STREET ADDRESS: 892 Jaybird Road
CITY, STATE, ZIP CODE: Morristown, Tn. 37813
TELEPHONE #: 423-585-5443

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F. DRAINAGE EASEMENT: -0- S.F. Utility Esmt.
CONSTRUCTION EASEMENT: 5,500 Sq. Ft. CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 2 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 5500 S. F. @\$2.50 x50% = \$6875.00®

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$6875.00

B. IMPROVEMENTS ACQUIRED: Block Garage Building \$10,000.00

UTILITY ADJUSTMENTS: -0-

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$ 16,875.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature



Date

D. APPROVED FOR ACQUISITION:



Signature

Comparable Land Sales and Current Listings were utilized to estimate a land value of \$2.50 per Sq. Ft.

Information about recent sales and current listings analyzed is attached to this report.

This property is located at 380 Thompson Creek Road, Morristown Tn.

PROJ. NO.: Thompson Creek Road

City of Morristown Tn. Tract # 2

COMPARABLE LAND SALES AND CURRENT LISTINGS USED TO ESTIMATE LAND VALUE

570 Thompson Creek Road – Located across road from subject property. Current site of new apartment complex. Sold 7/20/20 for \$1.81 per Square Foot.

Thompson Creek Road Tax Map 34 Parcel 20 Sold 10/31/2006 for \$2.57 per Square Foot. Fred Wisecarver sold to Jp Realty Partners. Property located jus down road from subject property.

2601 N. Davy Crockett Highway. Current Listing. 2.21 Acres listed for \$2.29 per Square Foot.

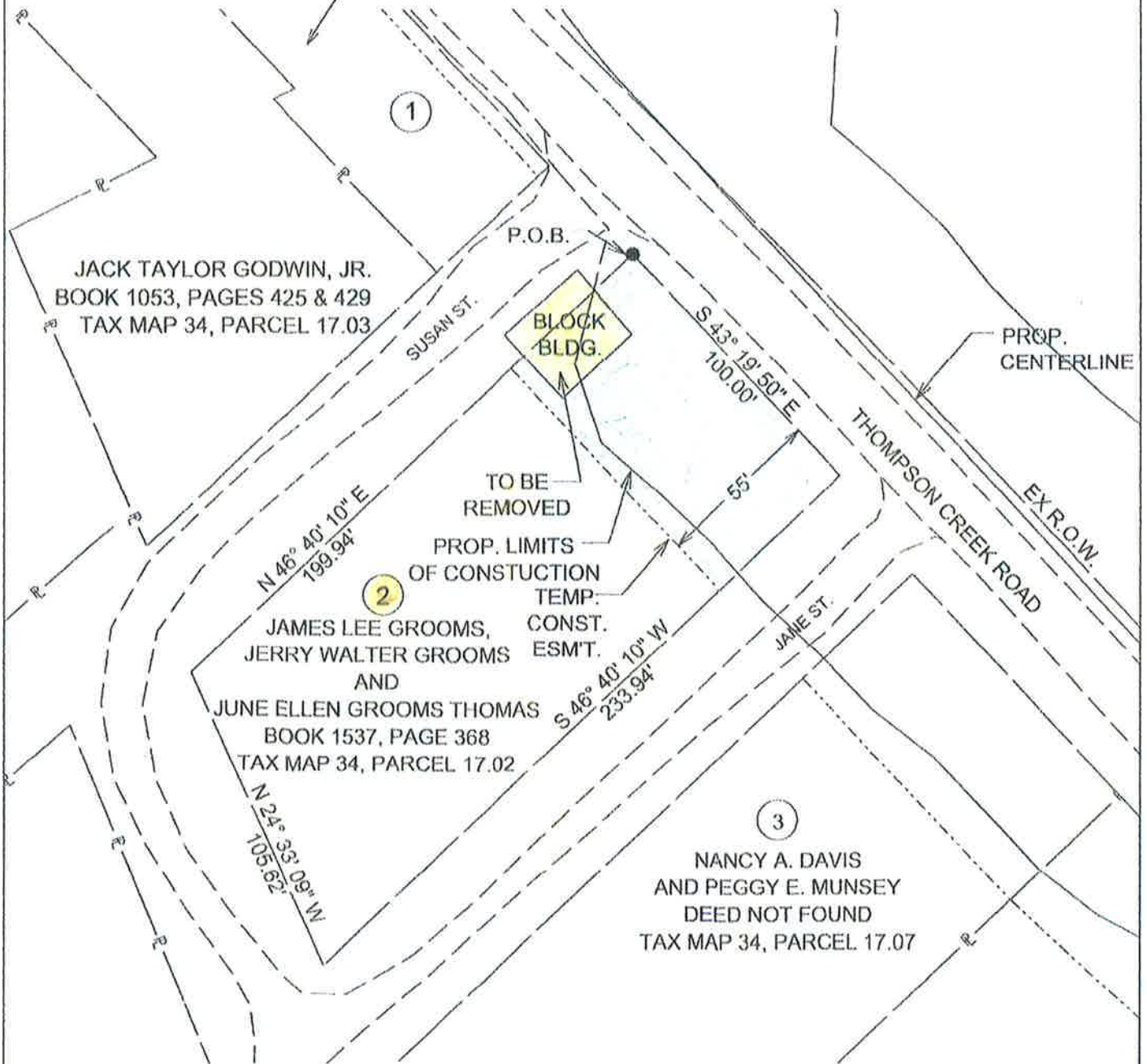
2625 Cherokee Park Road. Current Listing. 3.87 Acres for \$2.07 per Square Foot.

750 Thompson Creek Road. Current listing within sight of subject property. Approximately 56 Acres listed for \$1.50 per Square Foot.



JAMES LEE GROOMS,
JERRY WALTER GROOMS
AND
JUNE ELLEN GROOMS THOMAS
BOOK 1537, PAGE 368
TAX MAP 34, PARCEL 17.02

CITY OF MORRISTOWN, TENNESSEE
BOOK 693, PAGE 453
TAX MAP 34, PARCEL 16.00



I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:

TEMP. CONST. ESM'T

TRACT 2: 5,500 SQUARE FEET



[Return to Agenda](#)



**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being a width of 55 feet, more or less.

Containing 5,500 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 17.02, Tax Map 34.

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Jerry Grooms Et Al
STREET ADDRESS: 892 Jaybird Road
CITY, STATE, ZIP CODE: Morristown, Tn. 37813
TELEPHONE #: 423-585-5443

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F. DRAINAGE EASEMENT: -0- S.F. Utility Esmt.
CONSTRUCTION EASEMENT: 821 Sq. Ft. CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 1 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 821 S. F. @\$2.50 x10% = \$205.00

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$205.00

B. IMPROVEMENTS ACQUIRED: None Acquired \$0.00

UTILITY ADJUSTMENTS: -0-

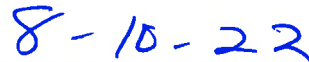
C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$205.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature



Date

D. APPROVED FOR ACQUISITION:



Signature

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Jerry Grooms Et Al

STREET ADDRESS: 892 Jaybird Road

CITY, STATE, ZIP CODE: Morristown, Tn. 37813

TELEPHONE #: 423-585-5443

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F.

DRAINAGE EASEMENT: -0- S.F. Utility Esmt.

CONSTRUCTION EASEMENT: 821 Sq. Ft.

CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 1 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 821 S. F. @\$2.50 x50% = \$1050.00 ®

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$1050.00

B. IMPROVEMENTS ACQUIRED: None Acquired

-0-

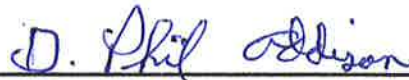
UTILITY ADJUSTMENTS: -0-

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) =

\$ 1050.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature



Date

D. APPROVED FOR ACQUISITION:



Signature

Comparable Land Sales and Current Listings were utilized to estimate a land value of \$2.50 per Sq. Ft.

Information about recent sales and current listings analyzed is attached to this report.

This property is a vacant lot on Thompson Creek Road, Identified as Parcel 17.02, Tax Map 34.

PROJ. NO.: Thompson Creek Road

City of Morristown Tn. Tract # 1

COMPARABLE LAND SALES AND CURRENT LISTINGS USED TO ESTIMATE LAND VALUE

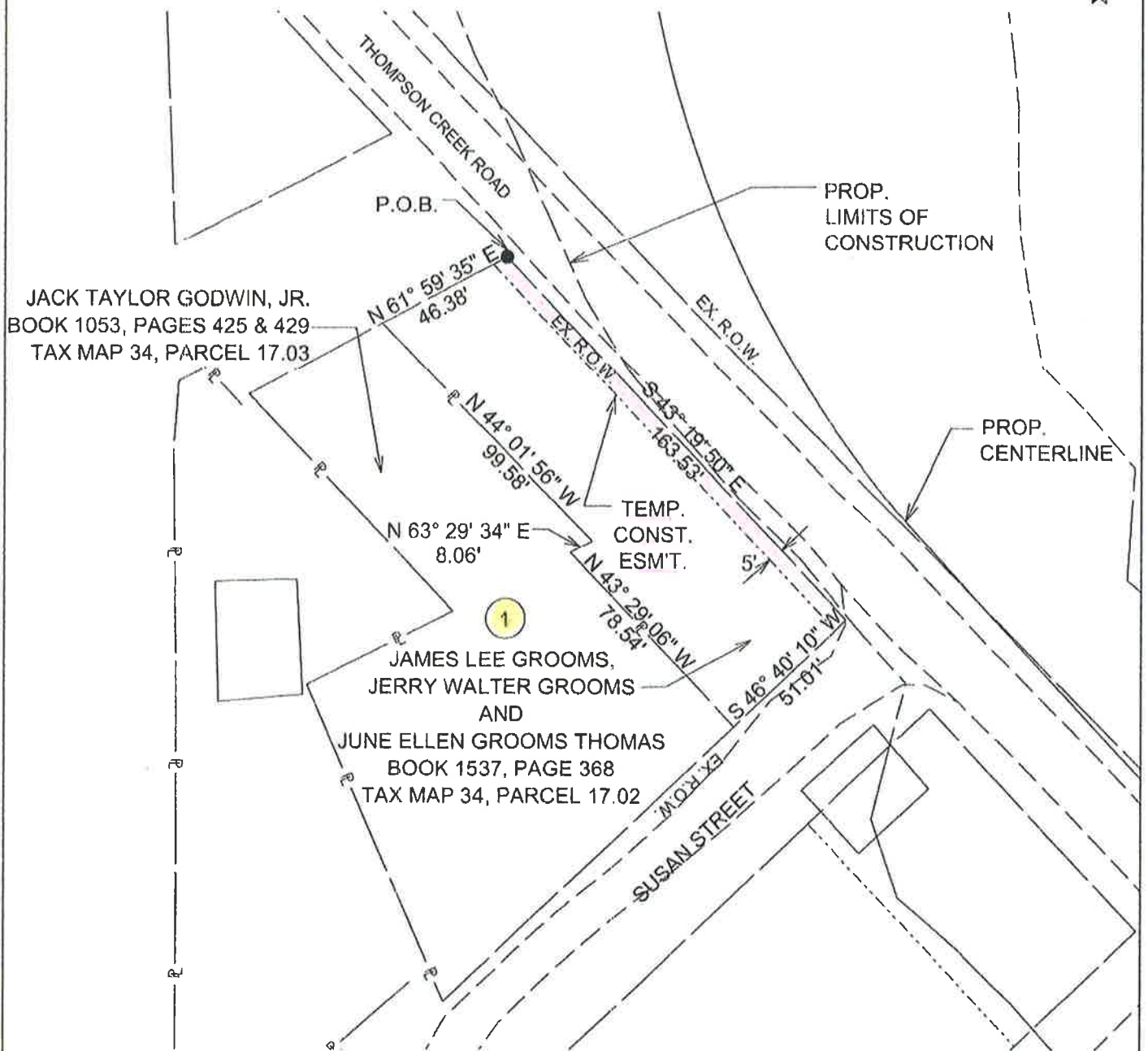
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JACK TAYLOR GODWIN, JR.
BOOK 1053, PAGES 425 & 429
TAX MAP 34, PARCEL 17.03

JAMES LEE GROOMS,
JERRY WALTER GROOMS
AND
JUNE ELLEN GROOMS THOMAS
BOOK 1537, PAGE 368
TAX MAP 34, PARCEL 17.02

ACQUISITION AREAS

TEMP. CONST. ESM'T

TRACT 1: 821 SQUARE FEET

I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:
263



Return to Agenda



/

**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being a width of 5 feet, more or less.

Containing 821 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 17.02, Tax Map 34.

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Jerry Grooms Et Al
STREET ADDRESS: 892 Jaybird Road
CITY, STATE, ZIP CODE: Morristown, Tn. 37813
TELEPHONE #: 423-585-5443

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F. DRAINAGE EASEMENT: -0- S.F. Utility Esmt.
CONSTRUCTION EASEMENT: 5115 Sq. Ft. CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 5 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 5,115 S. F. @\$2.50 x50% = \$6400.00 ®

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$6400.00

B. IMPROVEMENTS ACQUIRED: Lg. Trees & Landscaping \$3000.00

UTILITY ADJUSTMENTS: -0-

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$ 9400.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:

D. Phil Addison
Signature

8-10-22
Date

D. APPROVED FOR ACQUISITION:

Layla
Signature

Comparable Land Sales and Current Listings were utilized to estimate a land value of \$2.50 per Sq. Ft.

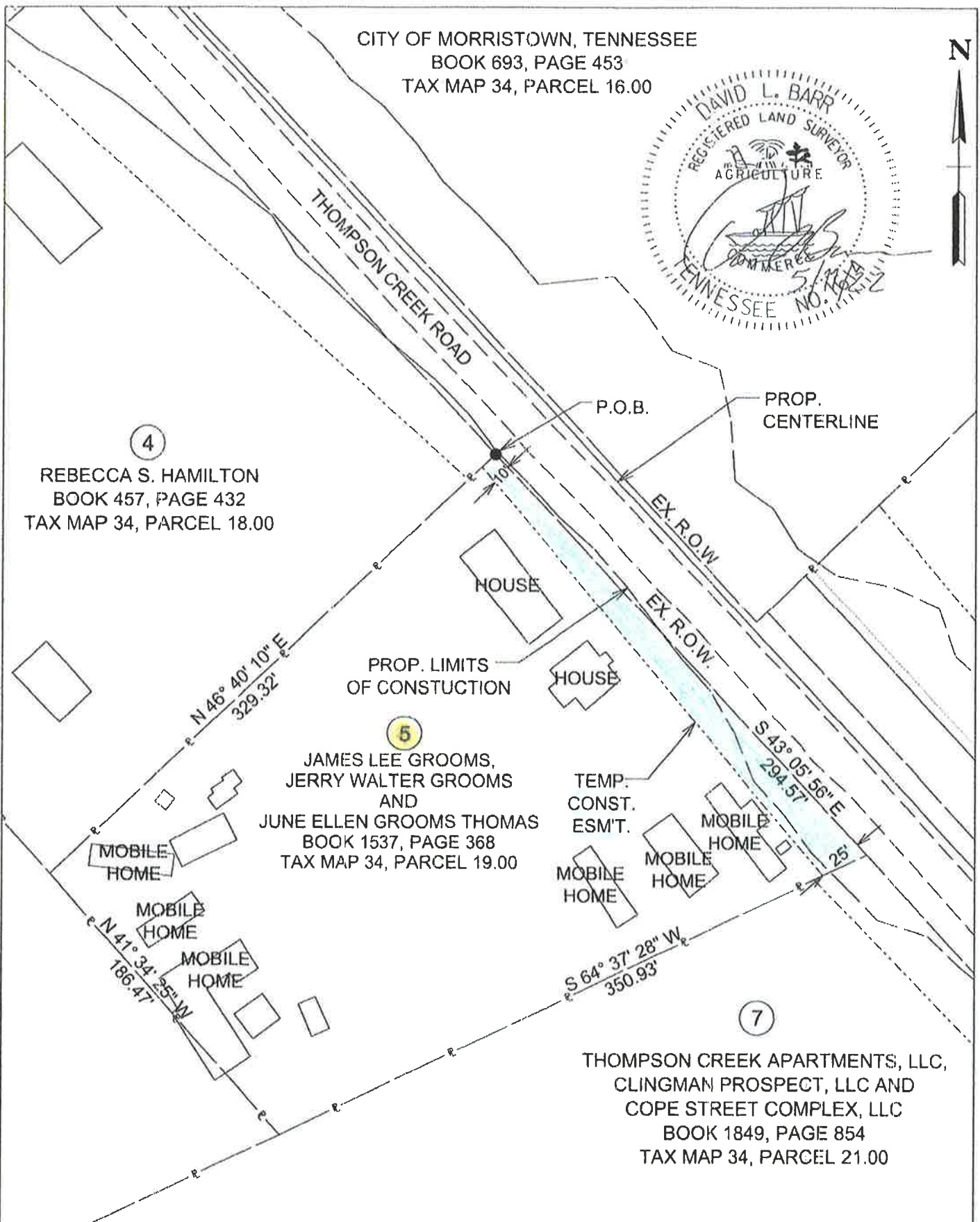
Information about recent sales and current listings analyzed is attached to this report.

This property is located at 508 Thompson Creek Road, Morristown Tn. Tax Map 34, Parcel 19.

PROJ. NO.: Thompson Creek Road

City of Morristown Tn. Tract # 5

CITY OF MORRISTOWN, TENNESSEE
BOOK 693, PAGE 453
TAX MAP 34, PARCEL 16.00



I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:
268

TEMP. CONST. ESM'T. TRACT 5: 5,115 SQUARE FEET



**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being of varying width of 10 feet to 25 feet, more or less.

Containing 5,115 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 19.00, Tax Map 34.

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Jerry Grooms Et Al
STREET ADDRESS: 892 Jaybird Road
CITY, STATE, ZIP CODE: Morristown, Tn. 37813
TELEPHONE #: 423-585-5443

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F. DRAINAGE EASEMENT: -0- S.F. Utility Esmt.
CONSTRUCTION EASEMENT: 5115 Sq. Ft. CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 5 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 5,115 S. F. @\$2.50 x10% = \$1300.00®

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$1300.00

B. IMPROVEMENTS ACQUIRED: Lg. Trees & Landscaping \$3500.00

UTILITY ADJUSTMENTS: -0-

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$ 4800.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature



Date

D. APPROVED FOR ACQUISITION:



Signature

"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL

1. NAME OF PROPERTY OWNER: Nancy Davis & Peggy Munsey

STREET ADDRESS: 303 South Church Street

CITY, STATE, ZIP CODE: Rogersville, Tn. 37857

TELEPHONE #: 423-272-7002

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: -0- S.F.

DRAINAGE EASEMENT: -0- S.F. Utility Esmt.

CONSTRUCTION EASEMENT: 5,000 Sq. Ft.

CUT / FILL SLOPES: -0- S.F.

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A Tract # 3 On ROW PLANS

Permanent Utility Easement Acquired: N/A

TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 5000 S. F. @\$2.50 x50% = \$6250.00

SLOPE EASEMENT ACQUIRED: N/A

TOTAL: \$6250.00

B. IMPROVEMENTS ACQUIRED: None Acquired -0-

UTILITY ADJUSTMENTS: -0-

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$6250.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature



Date

D. APPROVED FOR ACQUISITION:



Signature

Comparable Land Sales and Current Listings were utilized to estimate a land value of \$2.50 per Sq. Ft.

Information about recent sales and current listings analyzed is attached to this report.

This property is located at 398 Thompson Creek Road, Morristown Tn.

PROJ. NO.: Thompson Creek Road

City of Morristown Tn. Tract # 3

COMPARABLE LAND SALES AND CURRENT LISTINGS USED TO ESTIMATE LAND VALUE

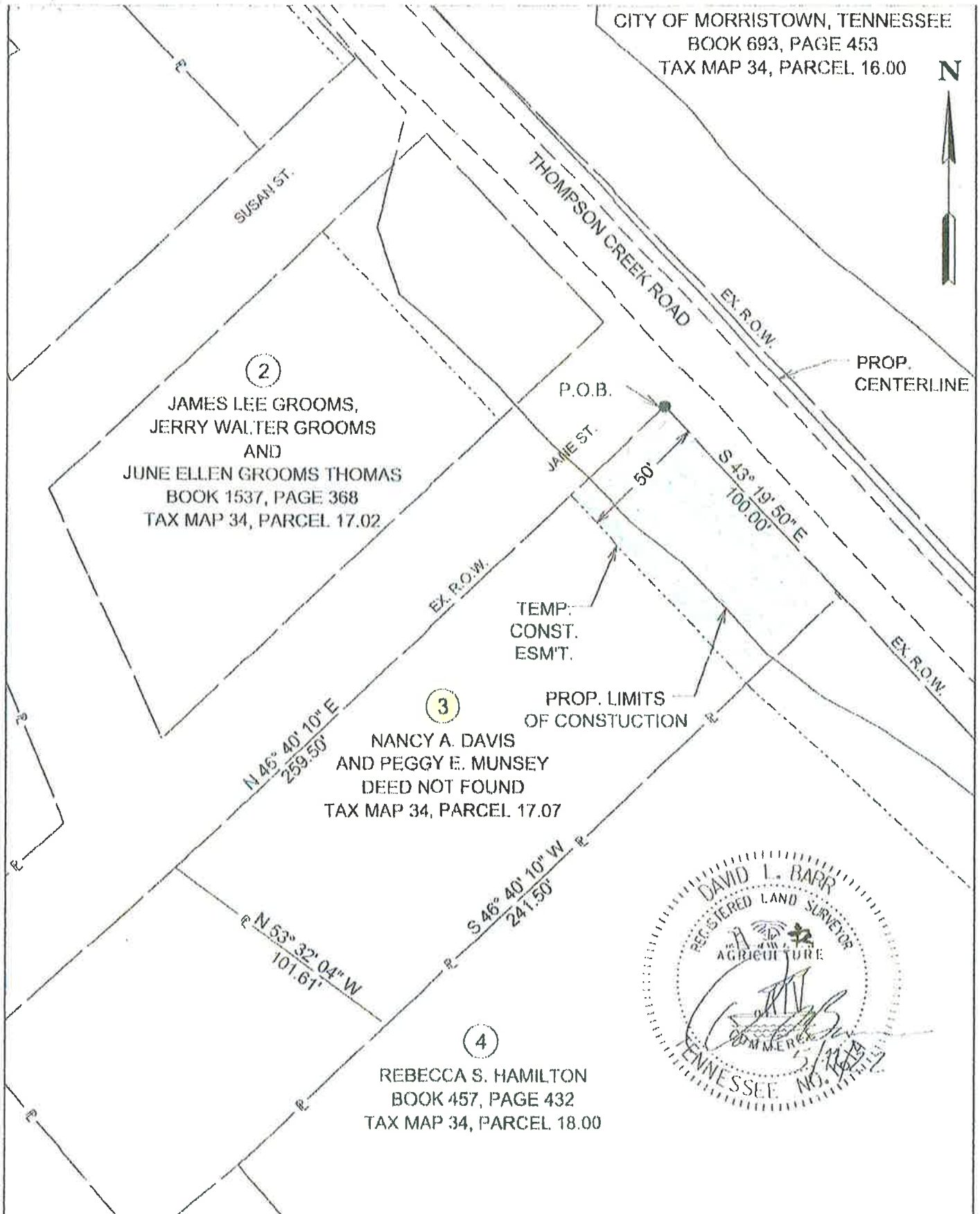
570 Thompson Creek Road – Located across road from subject property. Current site of new apartment complex. Sold 7/20/20 for \$1.81 per Square Foot.

Thompson Creek Road Tax Map 34 Parcel 20 Sold 10/31/2006 for \$2.57 per Square Foot. Fred Wisecarver sold to Jp Realty Partners. Property located jus down road from subject property.

2601 N. Davy Crockett Highway. Current Listing. 2.21 Acres listed for \$2.29 per Square Foot.

2625 Cherokee Park Road. Current Listing. 3.87 Acres for \$2.07 per Square Foot.

750 Thompson Creek Road. Current listing within sight of subject property. Approximately 56 Acres listed for \$1.50 per Square Foot.



ACQUISITION AREAS

TEMP. CONST. ESM'T

TRACT 3: 5,000 SQUARE FEET

I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:
275



Mattern & Craio

[Return to Agenda](#)



PROPERTY of NANCY A. DAVIS AND PEGGY E. MUNSEY

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being a width of 50 feet, more or less.

Containing 5,000 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The above described property is a portion of Parcel 17.07, Tax Map 34.



Morristown City Council Agenda Item Summary

Date: September 6th, 2022

Agenda Item: Authorize purchase of one (1) Revolveair SCBA 6000 PSI 5-stage compressor and necessary accessories via Cooperative Purchase

Prepared By: Andrew Ellard

Subject: Revolveair SCBA 6000 PSI 5-stage Compressor

Background: The City of Morristown currently has an SCBA Compressor located at Fire Station #1 that is approximately 25 years old. Budget in FY 2023 provides for the purchase of one (1) Revolveair SCBA 6000 PSI 5-stage compressor (to include installation and training) to replace the existing compressor. The existing compressor will be moved to Station #4 and will serve as a backup.

Findings/Current Activity:

Municipal Emergency Services (MES) has provided a quote that includes the associated costs of the compressor, installation, training, and necessary accessories. Pricing has been approved under Sourcewell Cooperative Purchasing agreement (#032620).

Financial Impact:

Funding has been appropriated in the FY2023 budget which will cover the entirety of the total cost of \$66,154.00.

Action options/Recommendations:

Staff recommends approval of the purchase.

Attachment: Sourcewell Cooperative Contracts #032620 and MES Quote



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1547265
Date 08/26/2022
Expires 09/10/2022
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer MORRISTOWN FIRE DEPT, CITY OF (TN)
Customer # C38010

Bill To

MORRISTOWN FIRE DEPT, CITY OF (TN)
100 W First North Street
Morristown TN 37815
United States

Ship To

TIM GREENE
MORRISTOWN FIRE DEPT, CITY OF
619 Howell Road
Morristown TN 37813
United States

RSF-3322A401	RevolveairWAtachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	\$17,995.00	\$17,995.00
RSC-01036101	6000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, CO Dew Point with Cal Kit, English	1	\$35,985.00	\$35,985.00
8HP586C 6000	UN 6000 cylinder with CGA 702-25SE Valve installed Color Mapp Yellow Revolve Air Systems Custom Collar Ring with Fittings kit	4	\$2,199.00	\$8,796.00
RSS-00A40000	No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$528.00	\$528.00
Compressor Install	Site survey, Install, operate, leak test, train & perform air sample with written report.	1	\$2,000.00	\$2,000.00

SourceWell RFP #032620 revision 7 Firefighting Personal Protective Equipment, Apparel, and
Accessories, with Related Cleaning and Maintenance Equipment.
Customer Membership ID #91532

Subtotal	\$65,304.00
Shipping Cost	\$850.00
Tax Total	\$0.00
Total	\$66,154.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1547265

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (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) in the United States only.

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 May 7, 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 within the United States. 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;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell 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 Sourcewell-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 Sourcewell 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, Sourcewell 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

Sourcewell'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 Sourcewell 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. **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.
- D. **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.
- E. **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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:05 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF1848B...

Seth Cosans
Title: Contract Administrator

Date: 5/5/2020 | 5:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A84CC...

Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 5:08 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.
Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482
Contact: Seth Cosans
Email: seth.cosans@mesfire.com
Phone: 410-960-2600
Fax: 410-960-2600
HST#: 651051374

Submission Details

Created On: Tuesday March 17, 2020 14:35:57
Submitted On: Tuesday March 24, 2020 15:22:27
Submitted By: Seth Cosans
Email: seth.cosans@mesfire.com
Transaction #: 0324bb6e-3b06-4962-a998-e3f0a01857b0
Submitter's IP Address: 173.49.115.251

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):	Municipal Emergency Services Inc.
2	Proposer Address:	12 Tumberry Ln 2nd Floor Sandy Hook, CT,06482
3	Proposer website address:	www.mesfire.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):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773

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.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue, Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.
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.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.
12	What is your Canadian market share, if any?	N/A
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?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.
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.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.
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?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.

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 City Fire Department	Assistant Chief Wade White	213-703-4504
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerney II	303-326-8889

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 *
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70

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.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.
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.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.
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?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.

Table 7: Marketing Plan

Líne 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.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.
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?	Promotion from Sourcewell in concert with MES would be very important to all its membership. Sourcewell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.
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.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.

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.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.
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.	N/A
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.	N/A
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.	MES is not a (WMBE) so this does not apply. N/A
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?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.

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?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.
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?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.
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?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	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?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.
53	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.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.

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 *
55	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.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.
56	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.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.
58	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.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.
59	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.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal Is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	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.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	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.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	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.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- [Marketing Plan/Samples](#) - MES Sourcwell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcwell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- [Pricing](#) - MES PL.zip - Tuesday March 24, 2020 09:27:34
- [Additional Document](#) - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

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 RFP and any resulting 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; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
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. - Seth Cosans, Contract Administrator, Municipal Emergency Services 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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	—
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	—
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	—

August 9, 2022

Mr. Mike Poteet, Storm Water Coordinator
City of Morristown
100 West First North Street
Morristown, TN 37814

Dear Mr. Poteet:

RK&K is grateful for the opportunity to provide professional services for the City of Morristown. On July 22, 2022, RK&K staff met with Mike Poteet to view bridge damage and to aid the city in addressing the damage caused by a vehicular impact to an overhead pedestrian bridge (Bridge #320A68300032) over Henry Steet at Main Street.

RK&K will perform a field inspection of the pedestrian bridge and assess the structural integrity of the bridge. Upon completion of the assessment, RK&K will develop repair plans and special provisions for the City of Morristown. RK&K will perform these services for \$10,618.60. Our estimate does not include Construction Engineering and Inspection (CEI) services. Once contractor schedule is established RK&K can provide the city a CEI cost estimate if requested.

If you have any questions or need any additional information, contact me at (865) 209.9486 or email at jdavis@rkk.com.

Sincerely,
Rummel, Klepper & Kahl, LLP



Jeremiah Davis, PE
Project Manager

Enclosure:
Exhibits A (Scope of Work), B (fee estimate), C (project location)

cc: Steven Field, PE, Jeremy Keene, PE



Master Professional Services Agreement **RK&K**

City of Morristown, Tennessee MULTIPLE SERVICES AGREEMENT

TASK ORDER NO. 02

Federal Bridge #320A68300032 Repair (Henry/Main Street)

The following provides the proposed scope of services and fee estimate for the above noted task order. All articles identified in the Master Services Agreement dated MONTH 06, 2022 (Agreement) between **City of Morristown, Tennessee** and Rummel Klepper & Kahl, LLP (RK&K) are applicable unless expressly noted otherwise under the Additional Items section below. In such instance, the items listed under the Additional Items section supersede the Articles of the Agreement for this task order only.

SCOPE OF SERVICES

Refer to Attachment A for a description of the scope of work requested.

FEE

RK&K proposes to provide the referenced services on a time and materials basis according to the Hourly Rate Schedule included in the base Agreement (Exhibit B). The fee for our services described in Attachment A will be \$10,618.60. Additional services will be provided, once approved, on a time and materials basis according to the Hourly Rate Schedule included in the base Agreement.

SCHEDULE

RK&K is prepared to initiate this task immediately upon receipt of **City of Morristown, Tennessee** Notice to Proceed per the base Agreement. Project schedule will be dependent on receipt of base data from City of Morristown, Tennessee. Assumptions for schedule are included in Attachment A.

ADDITIONAL ITEMS

No additional items are noted for this Task Order.

THE END

RK&K

City of Morristown, Tennessee

BY: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A (Scope of Work)

I. PROJECT DESCRIPTION

Rummel, Klepper & Kahl, LLP (RK&K) will RK&K will perform a field investigation of the pedestrian bridge and assess the structural integrity of the bridge. Upon completion of the assessment, RK&K will develop repair plans and special provisions for the City of Morristown.

A. Bridge ID# 320A6830003- Pedestrian Walkway over South Henry Street at intersection of Main and S. Henry

II. GENERAL REQUIREMENTS

A. This task order will enable RK&K to provide the engineering services required to develop complete contract documents for the repair of the pedestrian walkway identified in I. The final contract documents will be completed meeting TDOT and the City of Morristown (City) requirements and will include:

- a. Contract plans
- b. Permits
- c. Special provisions for all items
- d. Addenda to standard specifications (if any)
- e. Schedule of quantities and unit prices

B. RK&K will coordinate the design and submit all pertinent data to the affected public agencies, property owners, private and public utility companies, and all developers/engineers affected by the project, as well as the City of Morristown.

C. RK&K will be available, with no more than a five (5) workday notice, to attend meetings or make presentations at the request of the City of Morristown. The team will be responsible for preparation and reproduction of minutes and other records of all such meetings.

D. Copies of all written correspondence between RK&K and any party pertaining specifically to the engineering design of this project shall be provided to the City of Morristown for its records within one (1) week of the receipt or sending of such correspondence.

E. Within ten (10) days of the Notice-to-Proceed, RK&K will schedule a kickoff call with the City to discuss the project in detail, identify issues and concerns of the City, review City design requirements, and identify project milestones.

III. SCOPE OF SERVICES

RK&K's team will provide engineering and environmental services through the following tasks:

- | | |
|----------------------------|---------------------------|
| 1. Field Inspection | 4. Construction Documents |
| 2. Preliminary Engineering | 5. Pre-Construction |
| 3. Final Design | 6. Construction support |

IV. SERVICES Not Included

The following services have not been included in the scope or fee estimate based on our project understanding and review of the project site. If required, these can be provided as additional scope items and fee.

- 1. NEPA/Environmental services
- 2. Survey
- 3. Utility locates or relocation design
- 4. Construction Engineering and Inspection



Exhibit B (Fee Estimate)

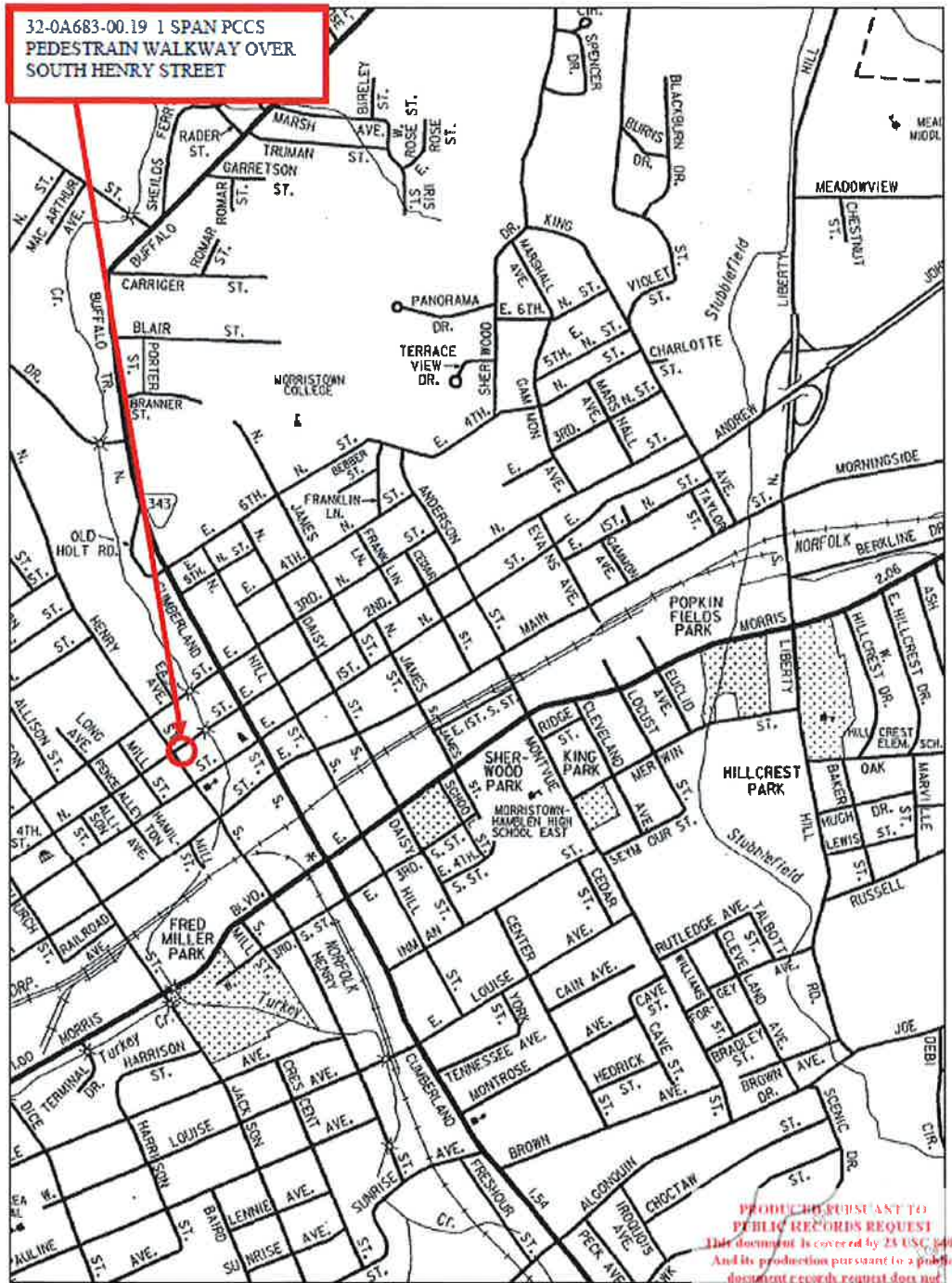
Pedestrian Bridge Repair
City of Morristown, TN
August 5, 2022
TASK 2
Attn: Mike Poteet



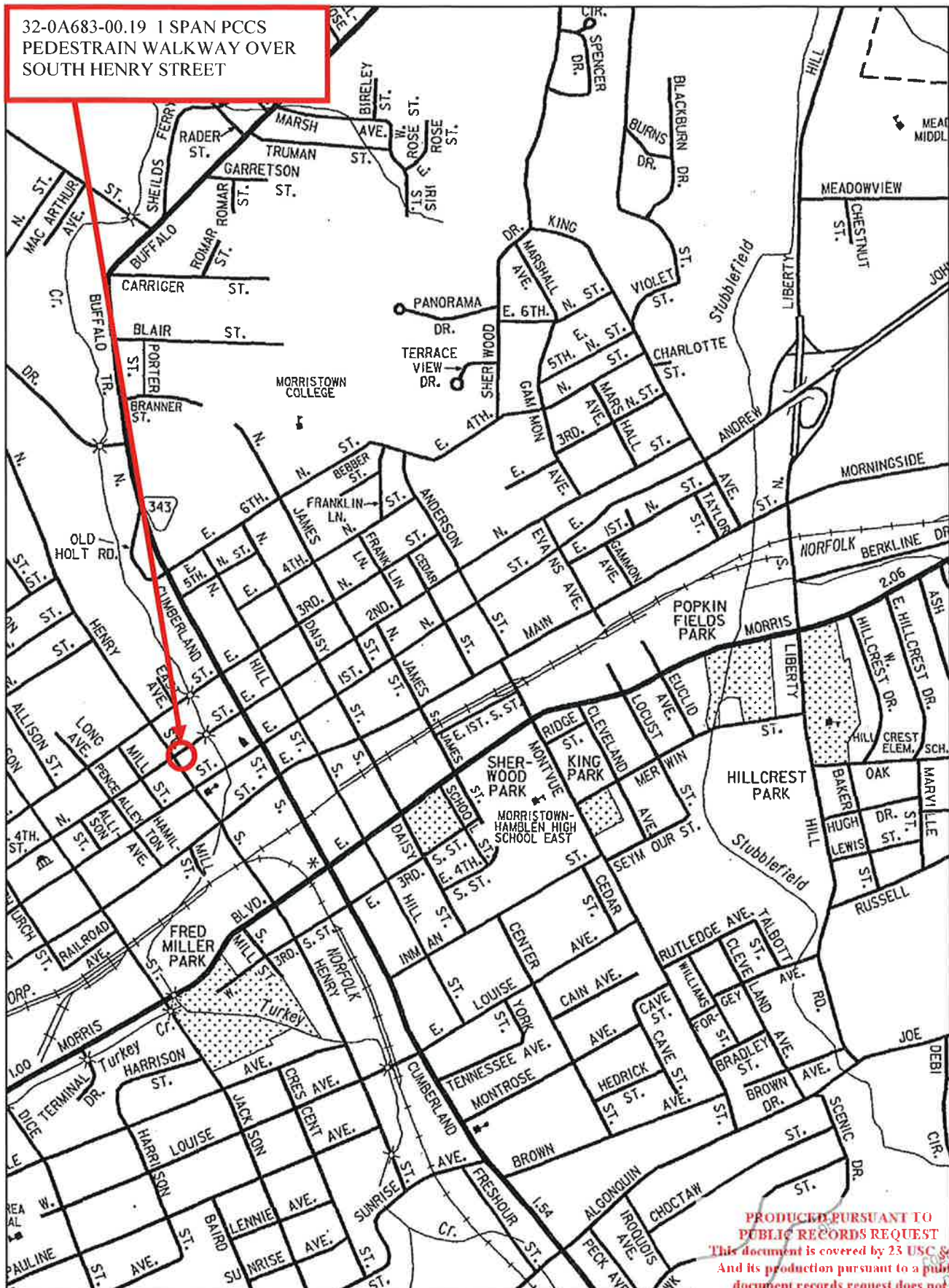
TASK AND DESCRIPTION	MANHOURS	MANDAYS	COST
Pedestrian Bridge Repair over Main Street			
Engineering Component: Prepare repair plans and specifications for the rehabilitation of the pedestrian bridge over Main St. due to vehicular impact.	44	5.50	\$7,172.76
Bidding Support:	10	1.25	\$1,308.44
Contract Administration Component:	18	2.25	\$2,012.40
Direct Cost (Mileage)			\$125.00
TOTALS	72	9.00	\$10,618.60

RK&K EMPLOYEE CLASSIFICATIONS					
CLASSIFICATION	MANDAYS	MANHOURS		RATE	COST
Project Manager	0.250	2.0	x	\$ 195.80	\$ 391.60
Technical Manager	2.250	18.0	x	\$ 200.62	\$ 3,611.16
Project Engineer	3.500	28.0	x	\$ 141.53	\$ 3,962.84
Construction Engineer	2.500	20.0	x	\$ 113.40	\$ 2,268.00
Administrative Assistant	0.500	4.0	x	\$ 65.00	\$ 260.00
Summary	9.000	72.0			
Total Budget					\$ 10,493.60
	Miles	Rate (\$0.625/mile)			
Total Direct Cost (Mileage)	200	\$0.625			\$ 125.00
Ped Bridge Repair Plans					\$ 10,618.60

Exhibit C (Project Location)



32-0A683-00.19 1 SPAN PCCS
PEDESTRAIN WALKWAY OVER
SOUTH HENRY STREET



PRODUCED PURSUANT TO
PUBLIC RECORDS REQUEST
This document is covered by 23 USC §409
And its production pursuant to a public
document records request does not
waive the provisions of §409

BRIDGE MAINTENANCE RECOMMENDATIONS

COUNTY: **HAMBLEN**
CITY: **MORRISTOWN**
LOCATION: **32-0A683-00.19-**
CO. SEQ.: **1** SPEC. CASE: **0**



CROSSING: **PEDESTRIAN WALKWAY**
FED BRIDGE NO.: **320A6830003**

REVISED: 09/14/2021

FACILITY CARRIED:	NFA A683	NUMBER OF MAIN SPANS:	
HIGHWAY SYSTEM:	12-OTHER CITY STREETS	NUMBER OF APPROACH SPANS:	
BRIDGE WIDTH (CURB TO CURB):	N/A FT IN	BRIDGE LENGTH (FT):	38
BRIDGE WIDTH (OUT TO OUT):	N/A FT IN	MAXIMUM SPAN LENGTH (FT):	25
APPROACH ROADWAY (W/SHOULDERS):	23 FT 7 IN	SKEW ANGLE (DEGREES):	N/A
MAINTAINED BY:			
MAIN SPAN MATERIAL:	CONCRETE		
MAIN SPAN DESIGN TYPE:	CHANNEL BEAM		
APPROACH SPAN MATERIAL:			
APPROACH SPAN DESIGN TYPE:			
INSPECTION DATE:	09/14/2021	GENERAL CONDITION:	FAIR
PPRM PIN NUMBER:		STRUCTURALLY DEFICIENT:	
H TRUCK RATING @ INV.:	TONS	SUFFICIENCY RATING:	

No.	RECOMMENDATIONS	REPAIR DATE	REPAIRED BY
1.	REPAIR FIRST BEAM ON LOG		

GENERAL COMMENTS:

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Underpass Only* Condition Coding Form

Revised 09/14/2021

Bridge Number: 320A68300032
(Includes Item 5A)

County: 32

Route: 0A683

Special Case: 0

County Sequence: 1

Feature Intersected: PEDESTRIAN WALKWAY

Log Mile: 0.19

CODE ONLY THOSE VALUES WHICH HAVE CHANGED

ITEM #	DESCRIPTION	VALUE	UNDERPASS SAFETY FEATURES
90	INSPECTION DATE	09/14/2021	515 (A) TYPE UNDERPASS BARRIER NONE NEEDED OR NOT APPLICABLE
	EARLIEST DATE OF NEXT REGULAR INSPECTION	07/16/2023	
10	MINIMUM V.C. OVER DECK (ROADWAY + SHOULDERS)	13 FT. 7 IN.	Revised Barrier Type
520	MINIMUM V.C. OVER DECK (EXCLUDES SHOULDERS)	13 FT. 7 IN.	(B) ADEQUACY OF BARRIER OR RAIL N
47	TOTAL HORIZONTAL UNDERCLEARANCE	23 FT. 7 IN.	(C) ADEQUACY OF TRANSITIONS N
* Use when no overhead vehicular traffic bridge exists. Items 55 and 56 do not apply.			(D) ADEQUACY OF TERMINALS N
554	VERTICAL CLEARANCE LISTED ON HEIGHT POSTING	16	17 LONGITUDE
	13 FT. 5 IN.	N 36° 12.7650'	W 83° 17.6290'
	FT. IN.		
521	OVERALL CONDITION	FAIR	HEIGHT POSTED AT BOTH APPROACHES? YES [X] NO [] N/A []

NOTE: DESCRIBE ANY PROBLEMS ON BRIDGES THAT THE STATE DOES NOT INSPECT (SUCH AS RAILROAD OR PRIVATE BRIDGES) THAT WOULD AFFECT THE ROADWAY SUCH AS LOOSE MEMBERS, SEVERLY SPALLED OR CRACKED CONCRETE, EXCESSIVE SECTION LOSS ON STEEL, EXCESSIVE TIMBER DECAY, ETC. ALSO, DESCRIBE ANY UNSAFE ITEMS.

555 COMMENTS

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TEAM LEADER SIGNATURE

Photographs

Bridge ID#: 320A6830003

Date: 09/14/2021



FORWARD ON LOG



BACK ON LOG

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Photographs

Bridge ID#: 320A6830003

Date: 09/14/2021



BRIDGE NO. ON LEFT SIDE OF TOP DECK



CLEARANCE SIGN AT APPROACH #2

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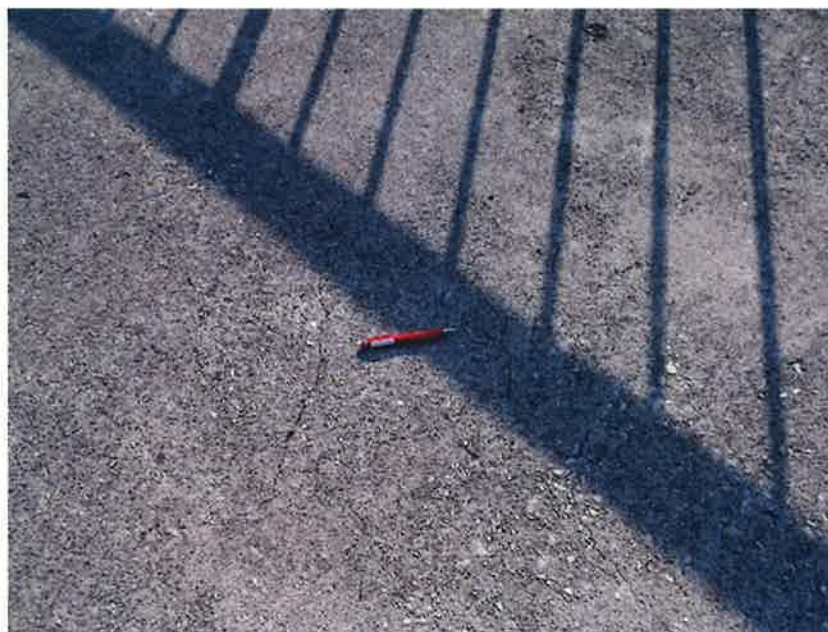
Photographs

Bridge ID#: 320A6830003

Date: 09/14/2021



COLLISION DAMAGE TO BEAM "A" AT APPROACH #1 (NOTE: BEAM BROKEN)
(NOTE: COVERED W/ PANELS 2019)



FEW HAIRLINE CRACKS IN TOP OF DECK

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INSPECTION REPORT FOR UNDERPASS ROUTE

Form BIR 3.0A
(Rev. 9-22-98)
DT-1443

Field Report No. 14 Date 9/14/2021
Previous Report No. 13 Date 9/10/2019

Bridge No. 320A6830003

Eleven Digit No.

Underpass Location No. 32 - 0A683 - 0.19

Co. Route Log Mile

PERDESTRIAN WALKWAY or

Co. Route Log Mile

over 32 - 0A683 - 0.19

Co. Route Log Mile

County HAMBLENStructure Name (If Named) N/AYear Constructed 1960 ESTIMATEDYear Widened N/AYear Rehabilitated N/A**GEOMETRIC FEATURES UNDER BRIDGE** (*. * ft. unless otherwise noted)Divided Highway NOT APPLICABLE (Lt/Rt/NA) Type of Wearing Surface ASPHALTWidth of Approach Traveled Roadway 20.7 ft. (Does Not Include Shoulders)Width of Median if Divided Highway N/A ft.Approach Shoulder Width 1.5 ft. Right 1.5 ft. Left*Horizontal Clearance Under Bridge 23.7 ft.*Distance Between Pier Protection
Guardrail and SubstructureN/A ft. Right N/A ft. Left

*Width of Sidewalk Under Bridge

5.8 ft. Right 8.2 ft. Left

*Minimum Vertical Clearance:

13ft - 07in

*Show on Sketch

TRAFFIC SAFETY FEATURES

Pier Protection Railing or Parapet

Approach Guardrail Transitions

Approach Guardrail

Approach Guardrail Terminal

Underpass Roadway Speed Limit _____

Rating Standard/ SubStandard
None Exist

N/A	NONE EXIST
N/A	NONE EXIST
N/A	NONE EXIST
N/A	NONE EXIST

INSPECTORS1. Fowler (TL)2. England3. Weston4. Sweet5. McCartney6. McCoig

7. _____

8. _____

SIGNING

Yes/ No/ Needed

Paddleboards

No

Vertical Clearance (<14'-6")

Yes

Narrow Passage

No

One Lane Passage

NoOther Underpass Signs Needed
or Comments:

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Form BIR 3.0A (Continued)
(Rev. 9-22-98)
DT-1443

Date 9/14/2021

Underpass Location No. 32 - 0A683 - 0.19
Co. Route Log Mile

Other Signs or Plaques:

Comments Regarding any
Problems with Signing:

BRIDGE FEATURES (*, * ft.)

Bridge Skew 90° Number of Lanes/Tracks on Bridge N/A
Structure Type (Main Span) P.C. CHANNEL SLAB No. Main Spans 1
Structure Type (Appr. Spans) N/A No. Appr. Spans N/A
Maximum Span Length 24.7 (ft.) Total Length 38.0 (ft.)
Width of Bridge Out-to-Out 9.5 (ft.) Right Angle to Centerline of Bridge
Width of Bridge Along Skew N/A (ft.) (If Unable to Measure at Right
Angle to Centerline of Bridge)

BRIDGE CONDITION: FAIR

Does Potential Exist for Elements from Bridge Falling on Roadway Beneath? No
Does Potential Exist Because of Deteriorated Condition or Failure of Major Members? No

Comment on any Conditions of Bridge that would Effect Roadway Beneath:

PEDESTRAIN WALKWAY GOES FOR SEVERAL BLOCKS

Note: If Underpass Route is Divided Highway, Use Two of These Forms, One for Each Roadway.

MINIMUM PICTURES REQUIRED

1. Elevation View of Bridge on Both Sides Showing Underpass
2. View Showing Both Approaches to Bridge
3. View Showing Safety Features
4. View Showing Any Problems

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HAMBLEN COUNTY (32)
N.F.A. ROUTE 0A683

INSPECTION TEAM'S SUMMARY
BR. #32-0A683-00.19

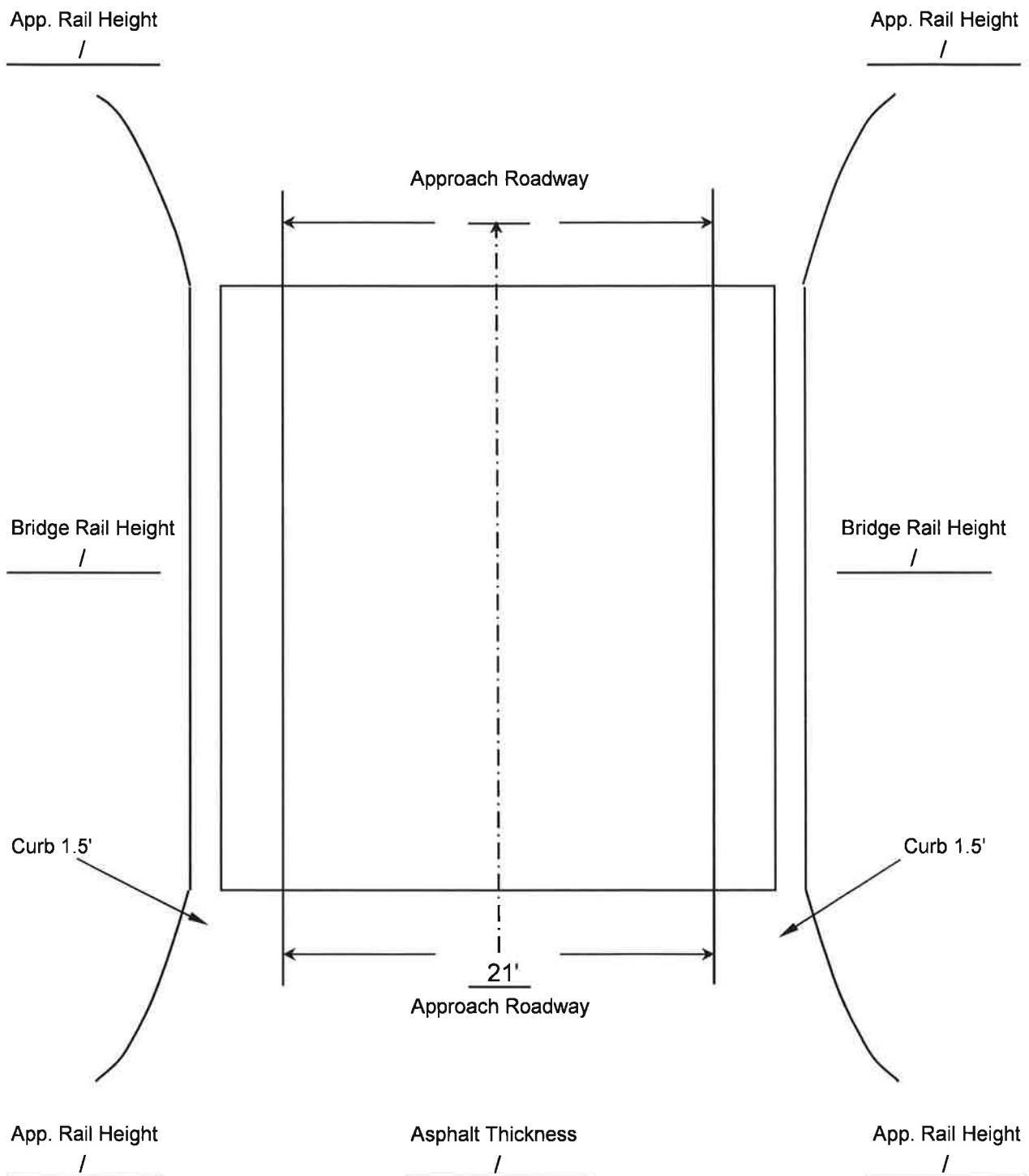
September 14, 2021

The one span Pre-cast Concrete Channel Slab over South Henry Street is a pedestrian crossover. No approach rail is present. A stop sign is present in intersection. There is also collision damage to beam mid-span with a broken section and heavy delamination. The deck has hairline cracks. 13'-5" clearance sign posted at approach #2.

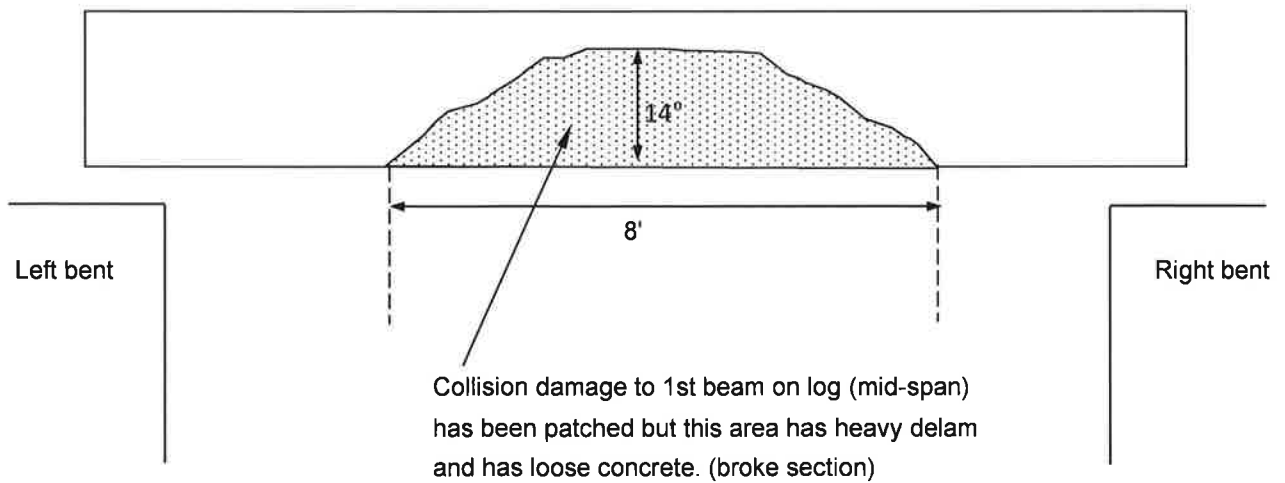
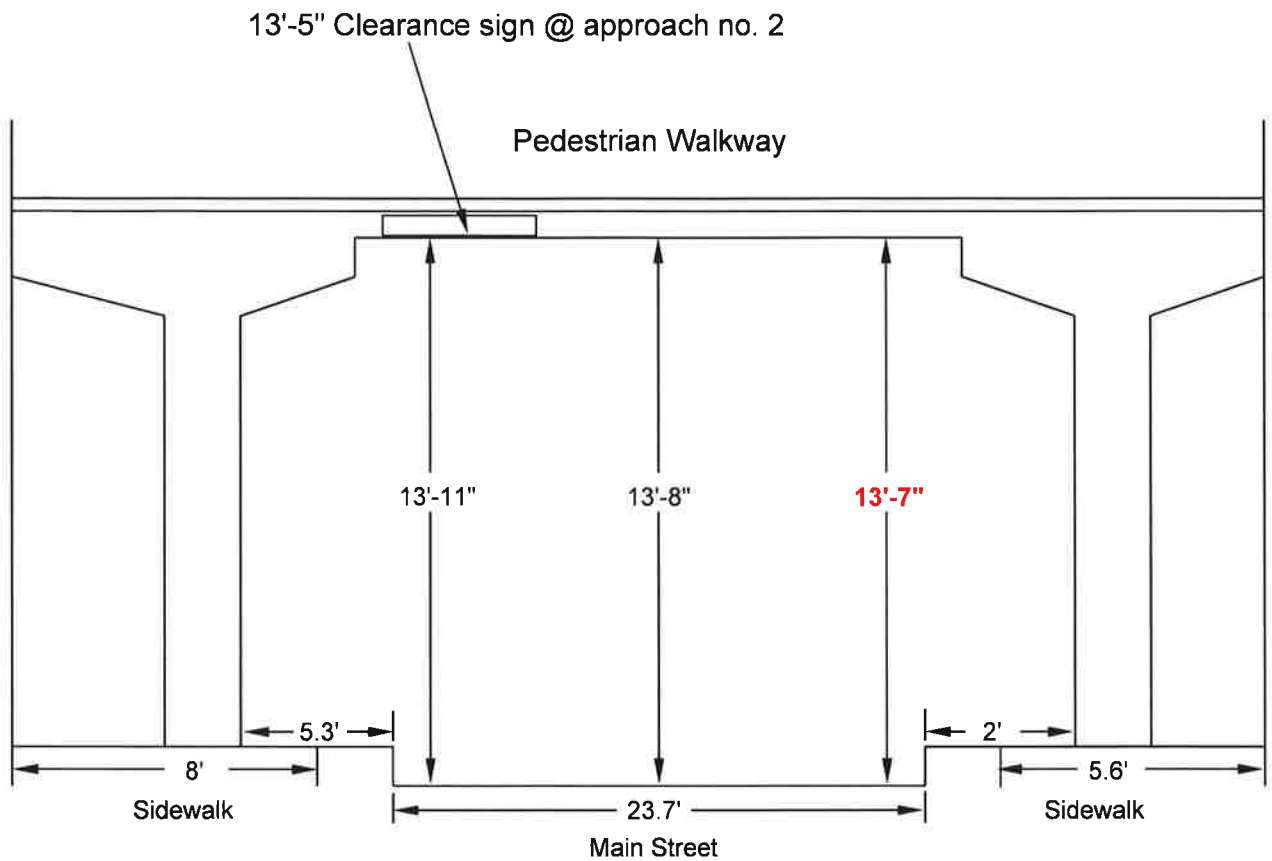
JF
TRANS PROJ SPEC SPV 1

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Bridge No. 32 - 0A683 - 00.19
Date 9-14-21 EE, JS, LM



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