

WORK SESSION
July 20, 2023
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
July 20, 2023
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Don Lamb, Morristown Fire Department Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. July 6, 2023

9. **OLD BUSINESS**

1. Discussion of Ordinance No. 4735
Entitled an Ordinance to close and vacate certain rights-of-ways within the City of Morristown as located along Combs Lane in the Eastern Quadrant of the City of Morristown.

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

1. Ordinance No. 4755
Being an Ordinance of The City Council of Morristown, Tennessee,
Amending Title 10, Section 108 of the Morristown Municipal Code
(Animal Control).

10. NEW BUSINESS

10-a. Resolutions

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. ____
Entitled an Ordinance to Annex certain territory and to incorporate same
within the corporate boundaries of the city of Morristown, Tennessee.
Annexation of property being Hamblen County Tax Parcel ID #040K C
013.00 and currently addressed 4126 Martha's Vineyard.
{Public Hearing Date August 1, 2023}

10-c. Awarding of Bids/Contracts

1. Authorize the Mayor to execute a FY 2024 grant contract between the
City and Tennessee Department of Transportation for airport
maintenance. State participation is 95% (\$15,000), and local match is 5%
(\$789.47).
2. Authorize the Mayor to execute a grant contract between the City and
Tennessee Department of Transportation for acquisition of portions of
certain property for future taxiway alignment. Federal participation is
90% (184,950), state participation is 5% (\$10,275), and local match is 5%
(\$10,275).
3. Approval of Interlocal Cooperation Agreement with Hamblen County
Government for Hamblen County School Resource Officer Funding
(Equipment/Training/Insurance).
4. Contract extension for Real Estate Agent/Broker Services with LeBel
Commercial Realty.
5. Approve an amendment to the agreement (MOU) between the City and
Knoxville-Knox County Community Action Committee for continued
project delivery services associated with the Emergency Repair program.
6. Authorize the purchase of thirty (30) EPIC 3 Radio Direct Interface Voice
Amplifiers based on quote from Municipal Emergency Services via a
Sourcewell Cooperative Purchasing Agreement totaling \$23,250.

7. Authorize the purchase of garbage & recycling carts and related parts based on the attached quote from Rehrig Pacific Company via a Sourcewell Cooperative Purchasing Agreement totaling \$123,065.00.
8. Approval of Surplus (Retirement) of one Police Department K-9 Riot.
9. Authorize purchase of one (1) Barrier Trailer Kit and accessories per the attached quote for \$86,107.02 from Meridian Rapid Defense Group via cooperative purchasing agreement.
10. Approval of sale of property to Project I to purchase Parcel 048 051.00 and Parcel 048 038.03, consisting of approximately 11.7 acres in the Morristown Airport Industrial District (MAID) for the purchase price of \$10,000.00.
11. Approve an amendment to the contract between the City and Lisa Horner for continued photography services associated with Parks & Recreation athletics.
12. Approve the purchase of traffic intersection radar detection equipment from Wavetronix as a sole source provider in the amount of \$130,260.00.

10-d. Board/Commission Appointments

1. City Council appointment/reappointment to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2028. Term expiring Frank McGuffin

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
July 20, 2023**

1. Fire Station No. 3 Update

City Council Meeting/Holiday Schedule.

July 20, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 15, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 4, 2023	Monday		City Center Closed – Observance of Labor Day
September 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 3, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
October 3, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 17, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 22 & 25, 2023	Fri/Mon		City Employee's Holiday – Observance of Christmas Day

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

July 6, 2023

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., Thursday July 6, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter.

Reverend Mark Campbell, Morristown Police Dept. Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the July 6, 2023 agenda as presented. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. No one spoke.

Councilmember A'Hearn made a motion to approve the June 20, 2023 minutes as circulated. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 2023-09. No one spoke.

Councilmember Pedigo made a motion to approve Resolution No. 2023-09 – Plan of Services. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Resolution No. 2023-09 – Plan of Services

A Resolution adopting a Plan of Services for the Annexation of lots 1-4 of the Michael Rouse, William Lakin and Derrek Wolfe property (located off Sublett Road).

A Public Hearing was held relating to Ordinance No. 4753. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4753 on its second and final reading. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4753

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of Lots 1-4 of the Michael Rouse, William Lakins, Derrick Wolfe Property (located off Sublett Road).

Councilmember A'Hearn made a motion to table Resolution No. 2023-10 – Plan of Services at the request of the property owner. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2023-10 – Plan of Services

A Resolution adopting a Plan of Services for the Annexation of Properties located between Merchants Greene Boulevard and S. Bellwood Road.

Councilmember K. Senter made a motion to table Ordinance No. 4754 on its second and final reading at the request of the property owner. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4754

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of property identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of property identified as Hamblen County Tax ID#: 032048 05900 with the Zoning Designation of High-Density Residential District, R-3 (Merchants Greene Boulevard/S. Bellwood Road).

A Public Hearing was held relating to Resolution No. 2023-11. Tim Doyle and Joe Parrot spoke.

Councilmember A'Hearn made a motion to approve Resolution No. 2023-11. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2023-11

A Resolution to approve an amended site plan, specifically Lot 2, of the Mixed-Use Master Plan originally adopted in 2007 to be constructed at the intersection of Cherokee Drive and Walters Drive.

Councilmember Bivens made a motion to approve Ordinance No. 4755 on its first reading and schedule a public hearing relative to the final passage of said ordinance for July 20, 2023. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4755
Being an Ordinance of The City Council of Morristown,
Tennessee, Amending Title 10, Section 108 of the Morristown
Municipal Code (Animal Control).**

Councilmember K. Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) with 3 WNR OME TN Properties, LLC for property located at 4382 Erica Greene Circle (Wash N' Roll) Morristown, Tennessee. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to accept the donation of a vest for Morristown Police Department's K9 Odin from Vested Interest in K9, Inc. at a value of \$1,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to acknowledge bids received for Microsoft Office 365 renewals for fiscal year 2024, accept the bid from Go Full Cloud as the lowest and best bid, and authorize the purchase of 237 units for a total of \$52,329.60. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Quitclaim Deed for the conveyance of 0.392 acres, property currently being used by the Health Department, to Hamblen County Government. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to declare surplus certain structures and contents on city owned property at 112 W. 2nd North Street. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize the Sponsorship Agreement between Tuff Torq Corporation and the City of Morristown dba Morristown Landing Recreation and Events by and through MCC SFM, LLC, acting as the City's agent. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the amended quote and authorize the purchase from Bryx, Inc. relative to the Station Alerting System purchase authorized April 18, 2023 for an increase of \$4,975.00 for necessary server rack equipment and updated speakers. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to reappoint Bryan Dickerson to the Morristown Utility Commission for a five (5) year term to expire on August 1, 2028. Term expiring Bryan Dickerson. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion of the Confirmation of Disciplinary Action for the Morristown Police Department. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Mayor Gary Chesney adjourned the July 6, 2023, Morristown City Council meeting at 5:32 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



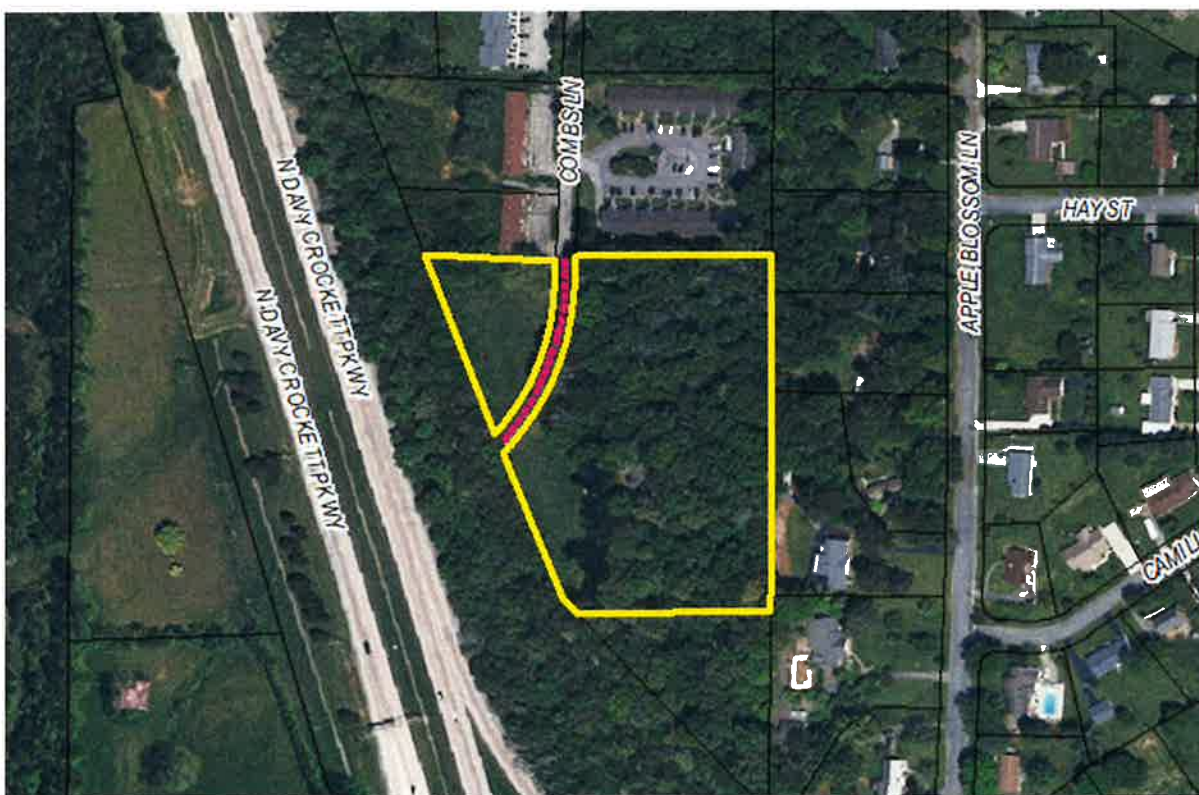
TO: Morristown City Council
FROM: Lori Matthews
DATE: July 20th, 2023
REQUEST: Right-of-Way Vacating

Property owner(s) Wayman and Becky Skelton are asking that a City rights-of-way be closed at the end of Combs Lane, which is located between North Davy Crockett Parkway and Apple Blossom Lane in east Morristown. This 200+/- foot undeveloped right-of-way is shown as an entrance onto Davy Crockett Parkway; however, Staff feels this access was probably abandoned long ago by TDOT. There exists on-site a residence who will have a platted transportation access to the end of Combs Lane.

Neither the City's Public Works Department or Morristown Utilities has any concerns over this right-of-way being closed.

RECOMMENDATION:

The Morristown Regional Planning Commission at their February 14th (2023) meeting voted unanimously to recommend this right-of-way abandonment to City Council; this item was tabled at the February 21st (2023) City Council meeting. Staff is asking the item be taken off the table and a public hearing date set for August 1st, 2023.



ORDINANCE NO. 4735

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

*{Located along Combs Lane in the eastern quadrant of the City of
Morristown;}*

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

An undeveloped right-of-way at the terminus of Combs Lane with State Highway 25E/North Davy Crockett Parkway as shown on the attached Exhibit A;

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the ____ day of _____ 2023.

Mayor

ATTEST:

City Administrator

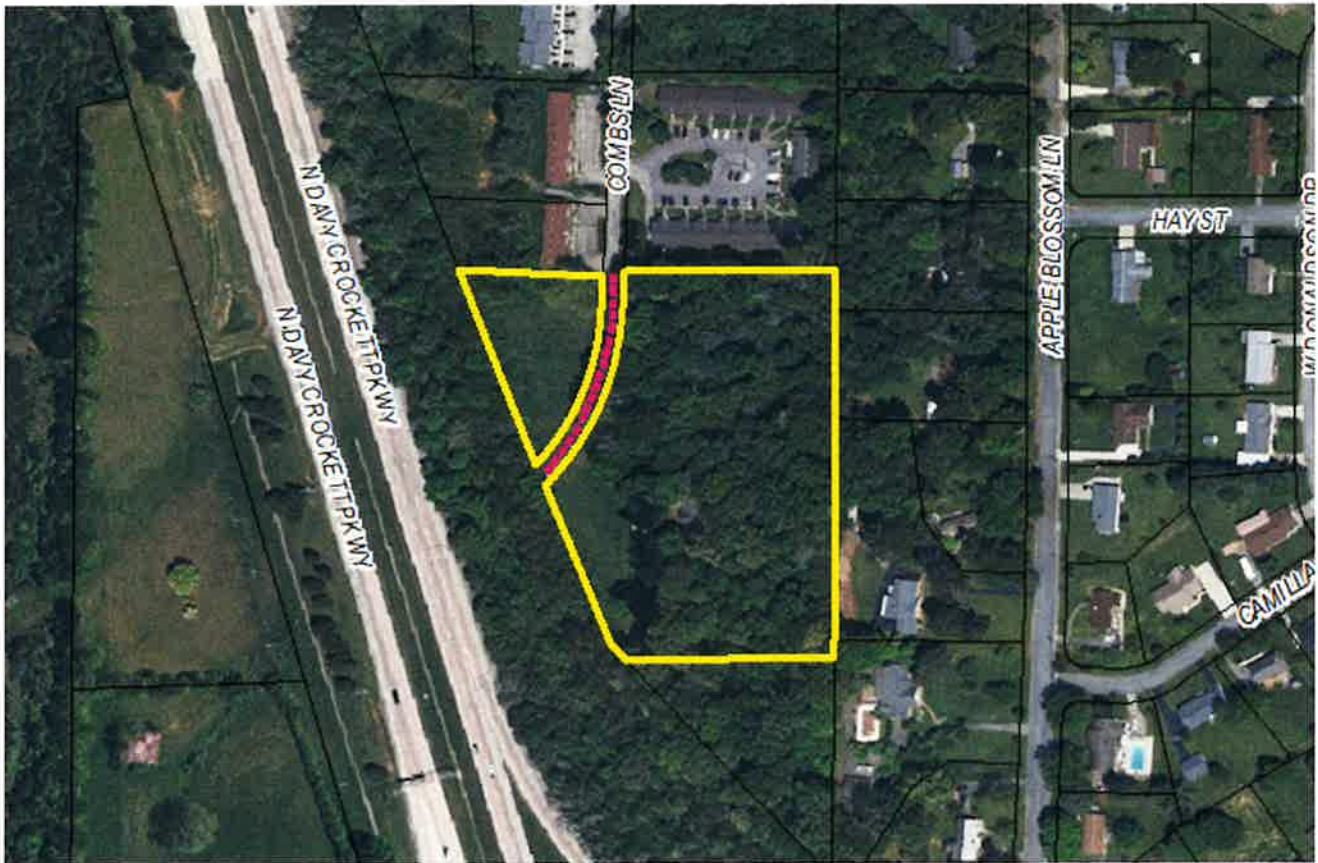
Passed on second and final reading this the ____ day of _____ 2023.

Mayor

ATTEST:

City Administrator

Exhibit A –



ORDINANCE NO. 4755
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 10, SECTION 108 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 10, Section 108 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 10

ANIMAL CONTROL

Sec. 10-108. - Restrictions on keeping animals and fowls within the city.

(a) **No person shall keep any animal, bird or fowl which, by causing frequent or long continued noise, shall unreasonably disturb the quiet, comfort, or repose of any person in the vicinity.**

(b) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street unless otherwise permitted.

(c) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length and must be attached to the animal by an appropriate collar or harness and must remain free from possible entanglement.

(d) Domesticated hens. The purpose of this section is to provide standards for the keeping of domesticated hens. It is intended to enable residents to keep a small number of hens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The city recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create standards that ensure that domesticated hens do not adversely impact the neighborhood surrounding the property on which they are kept.

(1) *Permit required.* A permit is required for the keeping of any domesticated hens.

a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either

own the property or have written permission from the property owner to be eligible for a permit. Only one permit is allowed per permittee. In the event the permittee is absent from the property for longer than 30 days, the permit automatically shall terminate and become void.

b. A site plan must be submitted with the permit application. The site plan shall include:

i. The location of the proposed henhouse and enclosure;

ii. The dimensions and square footage of the proposed henhouse and enclosure; and

iii. Include the distance of the henhouse and enclosure to side and rear property lines and to the nearest off-premise residence.

(2) *Number and type of domesticated hens allowed.*

a. Up to six hens may be allowed.

b. The provisions of this section only apply to lots with one single family dwelling.

c. Only hens are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.

(3) *Noncommercial use only.* Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

(4) *Fenced enclosures and henhouses.*

a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least 42 inches high, in which case, all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.

b. In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant henhouse. The area of the henhouse structure shall not exceed 100 square feet.

c. A minimum of two square feet per hen shall be provided for henhouses and six square feet per bird for fenced enclosures.

d. Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.

e. The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.

f. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one inch openings.

g. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.

h. Neither the henhouse, fenced enclosure, nor the perimeter fence may be located less than ten feet from any property line or 25 feet from the nearest residence whichever is greater.

i. A perimeter fence around the henhouse and enclosure is permitted. The fence must be a minimum of 42 inches tall and the total perimeter area shall not exceed 25 percent of the rear yard or 1,200 square feet whichever is less. This rear yard is the area between the rear property line and the rear of the house. The exterior fence must be made of materials of the same style, type, and color of material that is manufactured for the purpose of fencing.

j. Henhouses and enclosures shall not be permitted in front yards.

(5) *Food storage and removal.* All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.

(6) *Waste storage and removal.* Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings. Chicken manure shall not be deposited in the city's trash containers unless secured in a plastic bag. See Section 17-106, Bulk Waste Regulations.

(7) It is highly recommended that all hens be vaccinated for Marek's disease.”

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

PASSED ON FIRST READING THIS 6th DAY OF JULY, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 20th DAY OF JULY,
2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: July 20th, 2023
REQUEST: Annexation Request

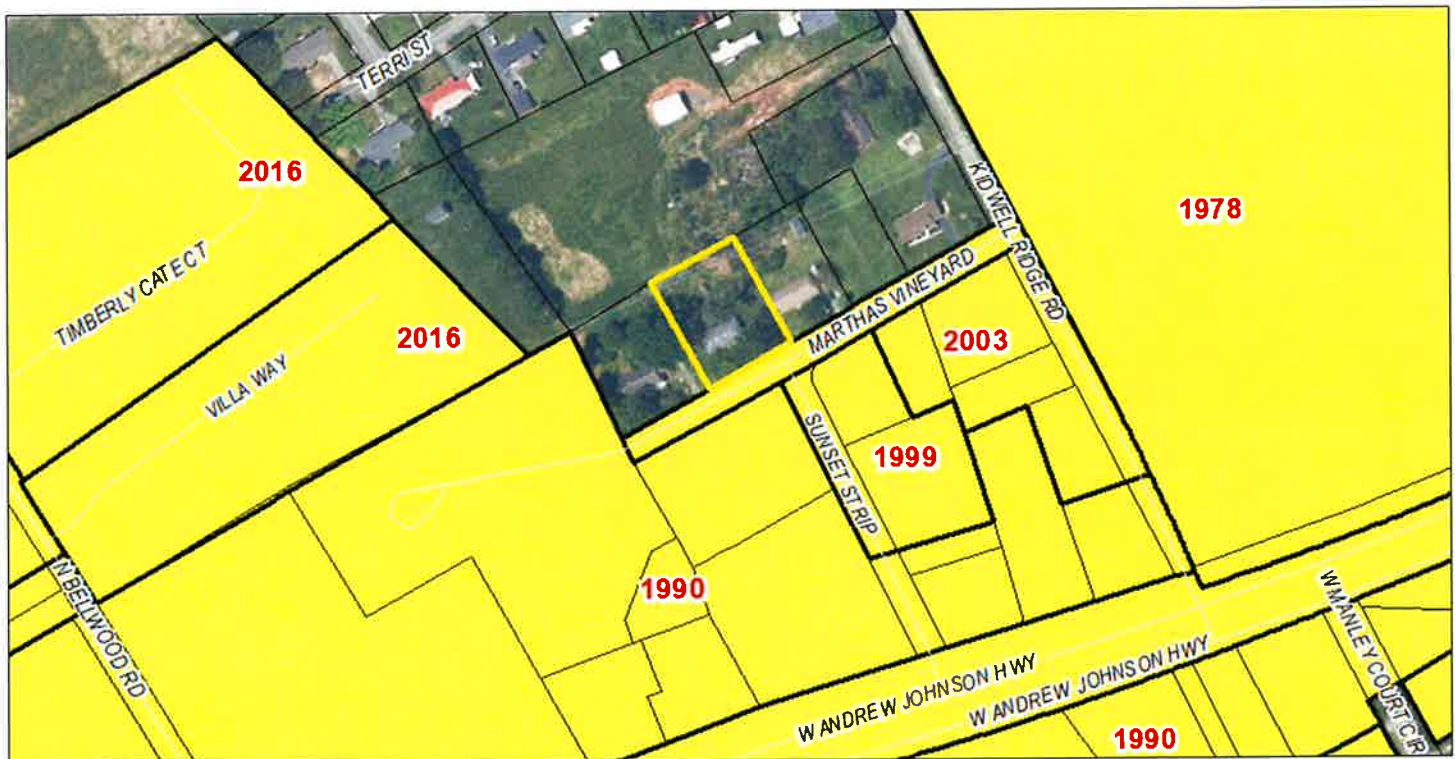
Staff has received a request for annexation of 4126 Martha's Vineyard, a single-family residential lot, into the corporate limits of the City of Morristown. The property, part of the Stubblefield Property Subdivision, originally platted in 1955, is located just off of West Andrew Johnson Highway, east of the Honda Dealership.

Housing within this subdivision was built in the early 1960's using underground waste disposal (septic) systems. As can happen with these older systems, they can begin to deteriorate and fail, and be quite costly to replace. As there is already sanitary sewer and water service (provided by Morristown Utilities) along Martha's Vineyard, and, the subject property is within the Urban Growth Boundary area, and contiguous with existing City limits, this request is fully supported by Staff. Staff has also sent letters to several of the adjoining lots to peak any interest the neighbors may have in being annexed into the City, specifically those who may be experiencing faulty septic systems.

Along with sanitary sewer and water service, Morristown Utilities will be providing electrical service as well, and, can provide fiber net service should the applicant request it.

RECOMMENDATION:

Staff would ask the Planning Commission to forward a recommendation to approve this request to City Council.



Graphic shows subject location and surrounding City boundary with annexation year in red

PLAN OF SERVICES

RESOLUTION NO. _____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4126 MARTHA'S VINEYARD.

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

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

Property currently addressed as 4126 Martha's Vineyard, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

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

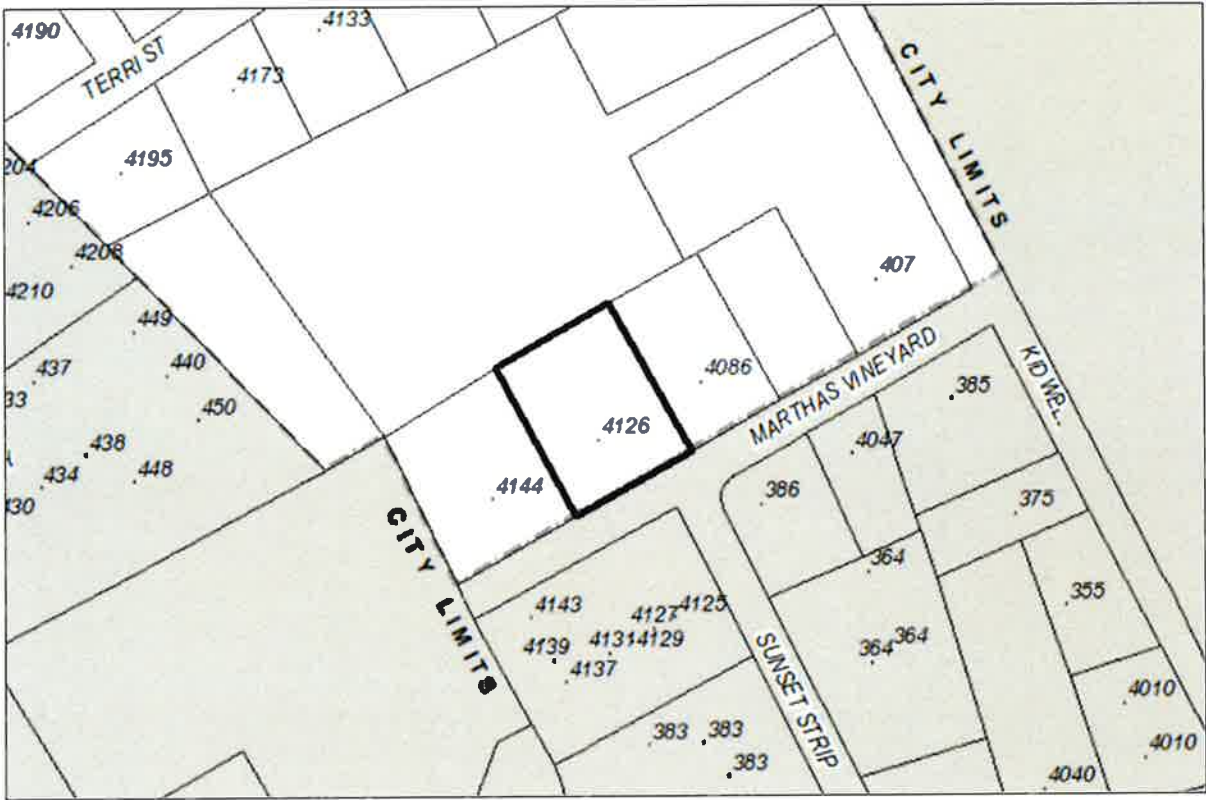
Passed on this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

EXHIBIT A:



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

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

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

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

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

Having Hamblen County Tax Parcel ID #040K C 013.00 and currently addressed 4126 Martha's Vineyard,

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative as provided for in Chapter 113, The Public Acts of Tennessee, 1955.

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

Passed on first reading the 20th day of July 2023.

Mayor

ATTEST:

City Administrator

Mayor

City Administrator



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Authorize the Mayor to execute a FY 2024 grant contract between the City and Tennessee Department of Transportation for airport maintenance.

Prepared By: Andrew Ellard

Subject: Airport Maintenance Grant

Background: TDOT awards \$15,000 annually to the Morristown Regional Airport to be used in ongoing upkeep and maintenance efforts.

Findings/Current Activity:

This grant contract is attributed to FY 2024.


Financial Impact:

The City applies these funds as needed for a variety of uses across the airport property relative to maintenance, repair, and general upkeep of structures, equipment, and grounds. State participation is 95% (\$15,000), and local match is 5% (\$789.47).

Action options/Recommendations:

Staff recommends approval.

Attachment: Grant agreement.

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
7/1/2023	6/30/2024	40100-51008	74118		
Grantee Legal Entity Name				Edison Vendor ID	
City of Morristown				4108	
Subrecipient or Recipient		Assistance Listing Number # N/A			
<input checked="" type="checkbox"/> Subrecipient		Grantee's fiscal year end			
<input type="checkbox"/> Recipient					
Service Caption (one line only)					
FY24 Airport Maintenance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00
TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG			
Speed Chart (optional)		Account Code (optional)			
TX		71302			

VENDOR ADDRESS: 1 LOCATION CODE: MAIN

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Morristown, hereinafter referred to as the "Grantee," is for the provision of maintenance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on July 1st, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all

applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division
<https://www.blackcataviation.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to

the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Evan Rodgers
Transportation Program Monitor
Aeronautics Division
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Gary Chesney, City Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816
Email: gchesney@mymorristown.com
Telephone: 423-581-0100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, the Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0778-24

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET				
City of Morristown: FY24 Airport Maintenance				AERM-24-143-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2023 END: 6/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,789.47

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY24 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project # 32-555-0778-24

Project Breakdown: \$15,000.00 95% State
TX# \$ 789.47 5% Local Participation
Grant Total: \$15,789.47

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

**ATTACHMENT THREE
PAGE ONE**

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Morristown a parent? ☐ Yes ☐ No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child? ☐ Yes ☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Authorize the Mayor to execute a grant contract between the City and Tennessee Department of Transportation for acquisition of portions of certain property for future taxiway alignment.

Prepared By: Andrew Ellard

Subject: Land Acquisition Project – Taxiway Compliance

Background: The study and appraisal process has been underway on this project for quite some time. Based on airport classification at the time it was initiated, to be compliant with FAA-required measurements, the taxiway along parts of the runway needs to be further separated. The distance difference is not great, but moving the taxiway means moving the slope to the north to accommodate.

Findings/Current Activity:

N/A

Financial Impact:

This acquisition is on the airport's capital improvement plan and is budgeted by the city. Federal participation is 90%, state participation is 5%, and local match is 5%.

Action options/Recommendations:

Staff recommends approval.

Attachment: Grant agreement.

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 6/16/2023		End Date 6/15/2025		Agency Tracking # 40100-49630	
Edison ID 74118					
Grantee Legal Entity Name City of Morristown					Edison Vendor ID 4108
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Land Acquisition TW Relocation (Purchase)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$10,275.00	\$184,950.00		\$10,275.00	\$205,500.00
TOTAL:	\$10,275.00	\$184,950.00		\$10,275.00	\$205,500.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX		Account Code (optional) 71302			
VENDOR ADDRESS: 1			LOCATION CODE: MAIN		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Morristown, hereinafter referred to as the "Grantee," is for the provision of airport development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **June 16th, 2023**, ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **three (3)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Two Hundred Five Thousand Five Hundred Dollars and Zero Cents (\$205,500.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://www.blackcataviation.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation-Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Gary Chesney, City Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816
Email: gchesney@mymorristown.com
Telephone: 423-581-0100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not

completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four.**

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.

- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.4. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

E.5. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.6. Participation in Real Property Acquisition. The State and/or Federal participation in the acquisition of real property is outlined in **Attachment Five**, attached and incorporated herein to this Grant Contract.

E.7. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.8. Land Acquisition. The Grantee agrees that no payments will be made on the Grant Contract until the Grantee has presented evidence to the State that it has recorded the Grant Contract, including the FAA Grant Assurances, in the public land records of the county courthouse. The Grantee understands and agrees that recording the Grant Contract and FAA Grant Assurances legally enforces these requirements, encumbrances, and restrictions on the obligated land.
- E.9. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.10. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.12. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency
- E.13. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.14. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.15. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such

determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.

E.16. Employee Protection from Reprisal.

- a. Prohibition of Reprisals:
 1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the State or the Grantee; or
 - vii. A Federal or State regulatory enforcement agency.
- b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

E.17. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:

- a. Engage in severe forms of trafficking in persons;
- b. Procure a commercial sex act; or
- c. Use forced labor in the performance of this Grant Contract and subgrant agreements.

Violation of this requirement may result in termination of this Grant Contract.

E.18. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Grantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant Contract. The Grantee will include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.

E.19. Title Evidence. The Grantee understands and agrees that the State will not make nor be obligated to make any payments involving Parcel **48-30.00** until title evidence has been submitted to, and found satisfactory by the FAA or the State, subject to no liens, encumbrances,

reservations, or exceptions which in the opinion of the FAA or the State might create an undue risk or interference with the use and operation of the airport.

- E.20. Update Approved Exhibit "A" Property Map for Land in Project. The Grantee understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the State. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of a project funded under this Grant Agreement.
- E.21. Future Development Land. The Grantee agree to perform the airport development which requires this land acquisition within two years of this Grant Contract, and the Grantee further agrees not to dispose of the land by sale or lease without prior consent and approval of the State and FAA. In the event the land is not used within two years for the purpose for which it was acquired, the Grantee will refund to the State the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
- E.22. Compatible Land Use Planning and Projects. The Grantee agrees and understands that:
- a. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;
 - b. It will provide, in the case of a planning grant, a land use plan that -
 - (1) Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;
 - (2) Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Grantee to implement;
 - (3) Uses noise contours provided by the Airport Operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;
 - (4) Does not duplicate, and is not inconsistent with, the Airport Operator's noise compatibility measures for the same area; and
 - (5) Has been approved jointly by the Airport Owner or Operator and the Grantee.
 - c. It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.
- E.23. Land Reimbursement Credit. The Grantee understands and agrees the following property parcels are being claimed as credit for matching share under this Grant Contract award or a subgrant funded under this Grant Contract:
48-30.00, 1.670 acres
These parcels become obligated airport property that must be depicted on a current Exhibit "A" Property Map. As part of the project under this Grant Contract, the Grantee agrees to update the Exhibit "A" Property Map in a manner conforming to standards satisfactory to the FAA and State and which properly reflects the property parcels the Grantee is claiming as matching share. The Grantee agree that no payments will be made on the Grant Contract until the Grantee:
- a. Presents evidence to the State that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse;
 - b. Submits, to FAA and State's satisfaction, an update to the Exhibit "A" Property Map which reflects the property tracts that are being used as credit toward the Grantee's share for this Grant Contract and any previous grants; and
 - c. **If within 18 months of grant execution, the Grantee has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the State may terminate the Grant Contract and recover the funds.**

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0177-23

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* 3. Date Received: <input type="text" value="05/23/2023"/>		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
4. Applicant Identifier: <input type="text"/>		5a. Federal Entity Identifier: <input type="text"/>	
5b. Federal Award Identifier: <input type="text"/>		6. Date Received by State: <input type="text"/>	
7. State Application Identifier: <input type="text"/>		8. APPLICANT INFORMATION:	
* a. Legal Name: <input type="text" value="City of Morristown"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000369"/>		* c. UEL: <input type="text" value="FWNGHUGWFD2C"/>	
d. Address:			
* Street1: <input type="text" value="100 W 1st North Street"/>			
Street2: <input type="text"/>			
* City: <input type="text" value="Morristown"/>			
County/Parish: <input type="text" value="Hamblen"/>			
* State: <input type="text" value="TN: Tennessee"/>			
Province: <input type="text"/>			
* Country: <input type="text" value="USA: UNITED STATES"/>			
* Zip / Postal Code: <input type="text" value="37814-4652"/>			
e. Organizational Unit:			
Department Name: <input type="text"/>		Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: <input type="text" value="Mr"/>		* First Name: <input type="text" value="Andrew"/>	
Middle Name: <input type="text"/>			
* Last Name: <input type="text" value="Ellard"/>			
Suffix: <input type="text"/>			
Title: <input type="text" value="Assistant City Administrator"/>			
Organizational Affiliation: <input type="text"/>			
* Telephone Number: <input type="text" value="423-585-4614"/>		Fax Number: <input type="text"/>	
* Email: <input type="text" value="aellard@cityofmorristown.com"/>			

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="City or Township Government"/>		
Type of Applicant 2: Select Applicant Type: <input type="text"/>		
Type of Applicant 3: Select Applicant Type: <input type="text"/>		
* Other (specify): <input type="text"/>		
* 10. Name of Federal Agency: <input type="text" value="Federal Aviation Administration"/>		
11. Catalog of Federal Domestic Assistance Number: <input type="text"/>		
CFDA Title: <input type="text"/>		
* 12. Funding Opportunity Number: <input type="text" value="TBD"/>		
* Title: <input type="text" value="TBD"/>		
13. Competition Identification Number: <input type="text"/>		
Title: <input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.): <div> <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div>		
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Land Acquisition TW Relocation (Purchase) - Land for Parallel Taxiway to Runway 5"/>		
Attach supporting documents as specified in agency instructions. <div> <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/> </div>		

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="184,950.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="10,275.00"/>
* d. Local	<input type="text" value="10,275.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="205,500.00"/>

TDOT USE ONLY

Staff Recommended: **APPROVED**

Fiscal Year: **2023**

Federal: **\$184,950.00**

State: **\$10,275.00**

Local: **\$10,275.00**

PSR Signature:  Date:

TAC Signature: _____ Date: _____

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-64
Federal award date	7/13/2021
Subaward Period of Performance Start and End Date	6/16/2023 – 6/15/2025
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	6/16/2023
Grant contract's end date	6/15/2025
Amount of federal funds obligated by this grant contract	\$116.330
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$9,450,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Land Acquisition TW Relocation (Purchase)
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 32-555-0177-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT TWO
PAGE TWO**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-70
Federal award date	7/6/2022
Subaward Period of Performance Start and End Date	6/16/2023 – 6/15/2025
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	6/16/2023
Grant contract's end date	6/15/2025
Amount of federal funds obligated by this grant contract	\$68,620
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,005,558
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Land Acquisition TW Relocation (Purchase)
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 32-555-0177-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT THREE
PAGE ONE**

GRANT BUDGET				
City of Morristown: Land Acquisition TW Relocation (Purchase)				AERO-23-312-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: 6/16/2023		END: 6/15/2025		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$195,225.00	\$10,275.00	\$205,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$195,225.00	\$10,275.00	\$205,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT THREE
PAGE TWO**

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Land Acquisition TW Relocation (Purchase)	\$205,500.00
TOTAL	\$205,500.00

TAD Project # 32-555-0177-23

Project Breakdown:

TX	\$116,330.00	90% Federal 64 NPE
	\$ 6,463.00	5% State
	<u>\$ 6,463.00</u>	5% Local
	\$129,256.00	
TX	\$ 68,620.00	90% Federal 70 NPE
	\$ 3,812.00	5% State
	<u>\$ 3,812.00</u>	5% Local
	\$ 76,244.00	
Grant Total:	\$205,500.00	100%

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Andrew Ellard

Address: 100 West First North Street, Morristown TN 37814

Phone number: 423-585-4614

Email address: aellard@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: 4108

STATE AND/OR FEDERAL PARTICIPATION IN REAL PROPERTY ACQUISITION

The State and/or Federal Aviation Administration shall provide the following:

- (a) * % of the State approved appraised value
- (b) * % of all incidental expenses
- (c) * % of prejudgment interest accruing within the year following the date of the order of possession or until entry of a judgment, whichever is less
- (d) 50 % of any State approved settlement amount in excess of the State approved appraisal value

Unless otherwise noted...

*Jointly supported projects maximum funding: Federal 90% State 5% Sponsor 5%

* State supported projects maximum funding: State 95% Sponsor 5%

Tennessee Aeronautics Division

FAA – Federal Grant Assurances



Acknowledgement of Receipt

7/5/2023

Dear Airport Sponsor,

By signing this receipt, you acknowledge that you have received the documents pertaining to federal regulations.

I hereby acknowledge the receipt of the following documents for state grant (32-555-0177-23) from the Tennessee Department of Transportation, Aeronautics Division.

1. Federal Grant Airport Sponsor Assurances [rev. 3/2014]
2. FAA Advisory Circulars – AIP Funded Projects [rev. 2/2018]

Airport Represented

Signature of Recipient

Date



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

INTERLOCAL COOPERATION AGREEMENT FOR COUNTY SCHOOL RESOURCE OFFICER FUNDING

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2023 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **HAMBLEN COUNTY** (“County”).

Whereas, the County is establishing a School Resource Officer (“SRO”) division in order to provide an SRO at each and every school located in Hamblen County, which result in the hiring of twenty-one (21) SROs,

Whereas, the County will provide a majority of the necessary costs required for the SROs, but is seeking assistance from the City for specific items related to the initial costs for these twenty-one (21) SROs and other recurring costs, and

Whereas, the City supports the implementation of SROs in all of the Hamblen County schools, and does agree to provide funding to the County to cover a portion of the costs associated with same.

Witnesseth, that in consideration of these mutual goals herein contained, the parties hereto agree as follows:

1. The County agrees to employ individuals to serve as SROs under the County’s SRO division and to comply with the requirements associated with the State of Tennessee grants to fund said SROs.
2. The City agrees to contribute a total amount of three hundred thousand dollars (\$300,000.00) over the next two (2) fiscal years to the County. Specifically, the City will contribute one hundred and fifty thousand dollars (\$150,000.00) in fiscal year 2023-2024, and another one hundred and fifty thousand dollars (\$150,000.00) in fiscal year 2024-2025. This two (2) year financial commitment is provided by the City to the County for the startup of the SRO division.
3. The parties agree that the funding amount provided by the City shall be used by the County for the initial equipment costs for the twenty-one (21) SROs as the County determines is necessary, such as equipment, weapon(s), uniform, training for the SROs, and administrative costs, such as insurance coverage for their vehicles and workers’ compensation insurance premium costs. It is understood and agreed that the funding provided by the City to the County is for a portion of

these expenses, and the City is not responsible for the entire costs associated with the above-listed expenses.

4. The County agrees to be solely responsible for any and all repairs and maintenance related to the above-listed expenses. Additionally, the County agrees to be solely responsible for any lawsuits and/or claims for damages related to the SROs and the above-listed expenses, and to the extent permitted by law, to hold the City harmless therefrom.
5. This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Hamblen County

Mayor

Mayor

City Administrator

Sheriff



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Contract extension for Real Estate Agent/Broker Services

Prepared By: Tony Cox

Subject: Contract for Real Estate Services

Background: On March 18, 2020 Council entered into a contract for real estate services with LeBel Commercial Realty. The contract provides that the need for such services shall be as determined from time to time by the City Administrator. The contract provides that a contract period ending on June 30, 2023. At the end of this period, the contract may be extended upon Council Approval.

Findings/Current Activity:

Planned projects will require the acquisition and/or disposal of property and the services of a realtor are needed to protect the City's interests in these transactions.

Financial Impact:

The cost of real estate services will be a part of project budgets. Any hourly services required which are not project related can be covered in budget appropriations for professional services.

Action options/Recommendations:

Staff would recommend the extension of the contract for a period of three years to expire June 30, 2026.

Attachment: Contract for Real Estate Agent/Broker Services

CONTRACT AND AGREEMENT (Independent Contractor)

This Contract and Agreement is entered into this 18th day of March, 2020 by and between **THE CITY OF MORRISTOWN, TENNESSEE** ("City") and **LEBEL COMMERCIAL REALTY, LLC**, 1501 East Morris Boulevard, Suite 12, Morristown, Tennessee 37813 ("LeBel").

WITNESSETH

Whereas City on or about February 21, 2020 issued its Request for Proposals for Real Estate Agent/Broker Services, and

Whereas LeBel on or about February 27, 2020 submitted its Proposal which said proposal was approved by City Council on March 3, 2020, and

Whereas an initial contract for a period commencing upon City Council approval of this Contract and Agreement and ending on June 30, 2023 is required. At the end of this period, the contract may be extended upon Council Approval.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Scope of Services, Terms and Conditions.** The Proposal of LeBel, including, without limitation, the Scope of Services and Terms and Conditions therein set out, is incorporated by reference as if fully set out here. The need for such services shall be as determined from time to time by the City Administrator.
2. **Insurance.** LeBel shall maintain throughout the term of this Contract and Agreement Errors and Omissions coverage with limits of liability of \$100,000.00 each claim and \$300,000.
3. **Good Standing.** LeBel shall maintain all licensing, certifications and standing now in place throughout the term of this Contract and Agreement.
4. **Reservation of Rights.** While the term of this Contract and Agreement is three years, the City reserves the right to terminate/modify same as annual budget constraints may require. LeBel reserves the right to terminate this Contract upon providing a thirty (30) day written notice to the City.

5. **Compensation.** The compensation of LeBel shall be determined by the City Administrator and LeBel on a case by case basis either as a percentage of the contract price in the event of the sale of real property or an hourly rate for other services such as consulting, lease negotiation and like services, said hourly rate to be One Hundred Thirty dollars (\$130.00). The hourly fee shall also be used in the situation where work is done by LeBel, but the sale/purchase of the real property does not occur. The percentage fee for transactions below Three Hundred Thousand Dollars (\$300,000.00) shall be Seven percent (7%). The percentage fee for transactions above Three Hundred Thousand Dollars (\$300,000.00) shall be Five percent (5%). These are the commissions to be paid unless otherwise paid by the party that is not the City in the transaction.
6. **City Council Approval.** Only transactions exceeding the amount established by City ordinance shall require City Council approval.
7. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

By: 

LeBel Commercial Realty, LLC

By: 

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSAL – REAL ESTATE AGENT/BROKER SERVICES

SCOPE OF SERVICES

The City desires to retain and will contract directly with an Agent/Broker that will:

1. Advise and assist the City in developing a strategy for use, lease, and/or disposal of current real properties owned as deemed necessary.
2. Assist in the disposal of those properties that are deemed to better serve the City and its taxpayers in a capacity other than be owned by the City. The firm will ensure that these properties are disposed of in strict compliance with purchase laws applicable to the City of Morristown under *Tennessee Code Annotated*.
3. Advise and assist the City in developing a strategy for the purchase and/or lease of properties that the City has identified as essential in fulfilling its duties to serve the public as deemed necessary. The firm will use costs, location, acreage, best use, etc. in developing its strategy.
4. Assist the City in acquiring or leasing properties that are identified as essential in fulfilling the City's duties to serve the public as deemed necessary.

The City of Morristown

Finance Department



Date: July 20, 2023

Agenda Item: Approve an amendment to the agreement (MOU) between the City and Knoxville-Knox County Community Action Committee for continued project delivery services associated with the Emergency Repair program.

Prepared By: Andrew Ellard

Subject: CDBG Emergency Repair Program

Background: The CAC acts as a subrecipient for the purpose of administering the Emergency Repair program portion of the CDBG program funded by the U.S. Dept of Housing & Urban Development (HUD).

Findings/Current Activity:

The last amendment term expired June 30, 2023, but ongoing emergency repair activity necessitates the continuation of the agreement.

Financial Impact:

This program, including the repair of homes and the services of the CAC are covered 100% by the city's CDBG grant.

Action options/Recommendations:

Approve amendment to the agreement.

Attachment: Amendment document

AMENDMENT TO:
MEMORANDUM OF UNDERSTANDING BETWEEN
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION
COMMITTEE AND THE CITY OF MORRISTOWN

The Memorandum of Understanding between Knoxville-Knox County Community Action Committee (herein referred to as "CAC") and the City of Morristown (herein referred to as "CITY") is hereby amended, effective June 30, 2023. CAC and CITY are hereinafter jointly referred to as the "parties".

WHEREAS, the parties mutually agree to extend the period of the agreement for additional time;

WHEREAS, the parties mutually agree to various clarifications within the agreement, including but not limited to the nature of the agreement as a Subrecipient Agreement whereby CAC is a Subrecipient of CITY;

NOW THEREFORE, the parties agree that the existing agreement is amended in its entirety and replaced with the language herein.

This is a Memorandum of Understanding between Knoxville-Knox County Community Action Committee (herein referred to as "CAC") and the City of Morristown (herein referred to as "CITY"). CAC and Morristown shall be hereinafter jointly referred to as the "parties". This document shall also be considered a Subrecipient Agreement for the purposes of managing certain grant funding.

GENERAL UNDERSTANDING:

1. CAC will provide project delivery services in performing Emergency Home Repair jobs that address the need of low to moderate income, elderly/disabled, and other at-risk homeowners for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied, single-family residences that are located within the city limits of Morristown. Homeowners must meet the low/moderate Community Development Block Grant (CDBG) income guidelines established for Morristown, Tennessee. The maximum amount of assistance for each dwelling is \$5,000.00 in emergency home repairs to a single home system, with the option to exceed the cost limit, frequency, and the number of system repairs with prior approval by the City of Morristown's City Administrator. CAC Housing & Energy provides these services to homeowners through this agreement. Funding is provided through a Community Development Block Grant (CDBG) and projects are based on funding received.
2. CAC will comply with all City, State and Federal guidelines and is responsible to adhering to the Emergency Home Repair (EHR) policies and procedures to: provide

management/operation of each individual rehabilitation project to include client intake, review of applications for completeness and accuracy, preparing applicant selection lists, inspection of applicant homes, work write-ups, establishing cost estimates, creating bid/contracting documents for each rehabilitation project, issuing bid packages, conducting bid openings, selecting contractors for each home, monitoring on-site construction to oversee contractor work, conducting final inspections of all work done, preparing progress reports, processing payments to contractors, and filing a Notice of Completion for each job.

3. CAC is responsible for maintaining all necessary documentation on the projects in compliance with *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and will remit documentation on the project(s) to the City upon completion of each funding cycle.
4. CAC will host monthly progress meetings with the City while projects are open.
5. CAC will invoice for each actual job cost plus \$2,500.00 per job completed.
6. CAC cost that will be charged in addition to 5 above:
 - a. Travel to Morristown, TN, from Knoxville, TN, that is required to accomplish the above activities will be billed using the standard state mileage rate. Maximum effort will be made to achieve multiple purposes for each trip to control this cost.
 - b. Additional services: If additional services are requested by the City that are not included above, CAC will charge an additional \$55.00 per hour for those services.
7. CAC and CITY will confer no less than monthly to determine a cutoff for considering new applicants to ensure projects undertaken are completed in sufficient time for CITY to complete recordkeeping and closeout of all projects during the term of the agreement. This agreement shall not prevent a new agreement from being established to serve new applicants in later time periods.
8. CAC will remit electronic invoices to the City on a monthly basis, which shall clearly identify the projects for which the invoiced costs are attributable and shall include documentation of actual costs. Invoices are to be remitted to the City of Morristown's Accounts Payable and the CDBG Coordinator.

PERIOD OF AGREEMENT:

This amendment becomes effective the date of the last signature and through June

30, 2024, provided that projects are funded. The agreement and amendment remain effective beyond such term for any individual project(s) already initiated in order that the end of term does not impact completion of any individual project(s). The agreement and/or amendment may be modified by mutual consent as an addendum to this document.

ACCEPTANCE

Signature
City of Morristown

Date

Signature
Knoxville-Knox County
Community Action Committee

Date



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Authorize the purchase of thirty (30) EPIC 3 Radio Direct Interface Voice Amplifiers based on the attached quote from Municipal Emergency Services via a Sourcewell Cooperative Purchasing Agreement totaling \$23,250.

Prepared By: Andrew Ellard

Subject: Purchase – FD Voice Amplifiers

Background: Traditional radio use by fire personnel responding to a fire requires manual operation by hand to be sure radios receive voice at an effective volume. Manual operation of a radio during a response is not always practical when firefighters are using other tools.

Findings/Current Activity:

The EPIC 3 radio voice amplifiers are Bluetooth-enabled amplifiers that will allow firefighters to speak clearly into their radios in a hands-free manner so that they are not forced to stop what they are doing during an incident to manually operate the radio.

Financial Impact:

The FY 2024 budget anticipated nearly \$20,000 for this purchase from the Firefighting budget. The Fire Department will identify savings in other purchases during the year to cover the difference.

Action options/Recommendations:

Staff recommends that the purchase be authorized.

Attachment: -Quote

-Sourcewell Contract (#032620-MES)



MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote # QT1716365
Date 07/05/2023
Expires 07/20/2023
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

Danny Case
MORRISTOWN FIRE DEPT, CITY OF
619 Howell Road
Morristown TN 37813
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
201276-11			EPIC 3 Radio Direct Interface Voice Amplifier, Open Bracket Configuration	30	\$775.00	\$23,250.00

Subtotal \$23,250.00

Shipping Cost \$0.00

Tax Total \$0.00

Total \$23,250.00

SourceWell RFP #032620 revision 7 Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment.
Customer Membership ID #91532

Freight is Paid
Thank You

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.



103 QT1716365

**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
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator
Date: 5/5/2020 | 5:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
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 Turnberry 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 Sourcwell 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 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.	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 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?	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

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.	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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell 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"/>	—

**AMENDMENT #1
TO
CONTRACT # 032620-MES**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Municipal Emergency Services Inc.** (Vendor).

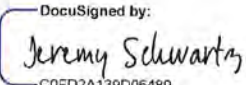
Sourcewell awarded a contract to Vendor to provide Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to Sourcewell and Its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

The parties wish to amend the Contract.

NOW THEREFORE, Section 20. Insurance-Subsection A. Requirements- Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 3/6/2023 | 9:46 PM CST

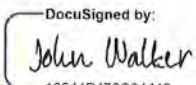
Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 3/7/2023 | 6:02 AM CST

Municipal Emergency Services Inc.

DocuSigned by:

By: _____
10644B472C64440...
John Walker, CFO

Date: 3/6/2023 | 3:21 PM CST



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Authorize the purchase of garbage & recycling carts and related parts based on the attached quote from Rehrig Pacific Company via a Sourcewell Cooperative Purchasing Agreement totaling \$123,065.00.

Prepared By: Andrew Ellard

Subject: Purchase – Garbage & Recycling Carts

Background: The most recent purchases of garbage & recycling carts and replacement parts have been made with Rehrig Pacific Company.

Findings/Current Activity:

The City has regular need to replace and repair garbage carts, and the City must provide each new single-family residence being developed with carts for each house. Public Works has found the Rehrig product to be satisfactory, and it is available for purchase through Sourcewell cooperative contract. There is value in remaining with the same brand and model of sanitation cart as it limits the various replacement part types that must be kept in inventory to manage repairs. Additionally, different cart types perform differently with the City's automated trucks, and staff has found that the Rehrig carts perform well with our existing fleet.

Financial Impact:

The FY 2024 budget includes \$75,000 in the Sanitation budget and \$50,000 in the Recycling budget specifically for carts & related parts. This purchase will be within the anticipated budget.

Action options/Recommendations:

Staff recommends that the purchase be authorized.

Attachment: -Quote

-Sourcewell Contract (#041521-REH)



Locations:
1000 Raco Court, Lawrenceville, GA 30046
625 West Mockingbird Lane, Dallas, TX 75247
1738 W. 20th St, Erie, PA 16502
7452 Presidents Dr, Orlando, FL 32809

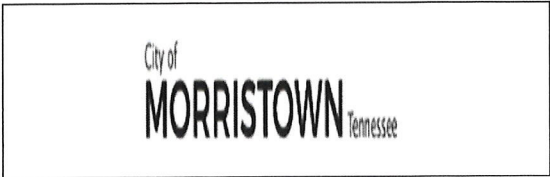

8875 Commerce Dr, DeSoto, KS 66018
7800 100th St, Pleasant Prairie, WI 53158
4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: MO091 12282018

July 14, 2023

Bill-to:	Ship-to: 213044
City of Morristown 400 Dice Street Morristown, TN 37815	Same
Billing Contact:	Shipping Contact:
Name: Brian Johnson Email: bjohnson@mymorristown.com Phone: 423.585.4622	Sourcewell RFP # 041521

ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart - 321162 Body Color Requested: Kelly Green Lid Color Requested: Kelly Green Wheels / Casters: 10" Snap on with Intergrated Spacer		1,200	\$59.00	\$ 70,800.00
Artwork: 				
Rollout Cart Type: 95 Gallon EG Cart - 571866 Body Color Requested: Pepsi Blue Lid Color Requested: Pepsi Blue Wheels / Casters: 10" Snap on with Intergrated Spacer		800	\$59.00	\$ 47,200.00
Artwork: 				
Components: 95 Gallon Lids -Kelly Green		100	\$20.00	\$ 2,000.00
Components: Lid Pins		200	\$1.00	\$ 200.00
Is Product Taxable? Yes		Subtotal =		\$120,200.00
Is Freight taxable? No		Tax on Product =		
Tax Rate: 9.75%		Truckload Freight Rate(955TL) =		\$2,865.00
Terms: Net 30 Days		Tax on Freight =		\$0.00
		Total =		\$123,065.00

ADDITIONAL INFORMATION:	
Contract Options:	None
Ship From:	Lawrenceville, GA facility
Leadtime:	7 weeks or sooner
Warranty:	10 year unprorated warranty
Quote Valid:	30 Days
Taxes:	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.
*** All Credit Card transactions are subject to a 2% processing fee.	
PRESENTED BY:	ACCEPTED BY:
Elizabeth Stavrat Environmental Account Specialist Direct: 770-843-8322 Email: estavrat@rehrig.com	Sign and Print Name _____ Date _____ Title: _____
To initiate order, please call or send signed proposal via email to Presented By representative or CSR.	

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 4010 E. 26th Street, Los Angeles, CA 90058 (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 government entities. Participation is open to 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 Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor 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 May 28, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 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. 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 Participating Entity 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 Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

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, Vendor 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.

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 Participating Entity 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 Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, 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 Participating Entities.

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); 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 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. Vendor 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.

Vendor 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. 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 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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. 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor'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.

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 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. 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 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 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.

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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, Vendor 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 Vendor 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. 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.

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 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.

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 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 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 Participating Entities 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 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.

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.

18. 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), 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, 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), or equivalent.

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. *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.

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 list Sourcewell and its Participating Entities, 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/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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

20. 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 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 Contract. Vendor 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 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 Participating Entity 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 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.

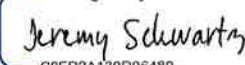
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, 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.

22. CANCELLATION

Sourcewell or Vendor 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 Vendor'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: C0FD2A130D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:29 PM CDT

Rehrig Pacific Company

DocuSigned by:

By: C842979228F64BB...
Derek Fields
Title: Senior Vice President of Sales
Date: 6/30/2021 | 10:47 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/30/2021 | 10:50 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Rehrig Pacific Company
Does your company conduct business under any other name? If yes, please state: CA
Address: 4010 E. 26th Street
Los Angeles, CA 90058
Contact: Jack Weber
Email: jweber@rehrig.com
Phone: 949-254-5781
HST#: 95-4608797

Submission Details

Created On: Thursday February 25, 2021 10:22:57
Submitted On: Monday April 12, 2021 13:29:22
Submitted By: Jack Weber
Email: jweber@rehrig.com
Transaction #: 119a00de-0271-41a7-9a92-6cd0223da697
Submitter's IP Address: 68.5.83.197

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 (and applicable d/b/a, if any):	Rehrig Pacific Company
2	Proposer Address:	Rehrig Pacific Company 4010 E. 26th Street Los Angeles, CA 90058 (Headquarters)
3	Proposer website address:	www.Rehrig.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):	Raj Luhar Chief Financial Officer 4010 E. 26th Street Los Angeles, CA 90058 RLuhar@rehrig.com (323) 262-5145
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jack Weber National Account Manager- Municipal Sector 4010 E. 26th Street Los Angeles, CA 90058 jweber@Rehrig.com (949) 254-5781 (mobile)
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rebecca Vara Director of Sales 4010 E. 26th Street Los Angeles, CA 90058 RVara@Rehrig.com (610) 909-5099 (mobile)

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A family tradition of growth, service, and innovation began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. Rehrig Pacific is a world-leading plastic container manufacturer, technology provider, and supply chain expert that believes in providing exceptional value and partnership for our customers. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with six (6) company-owned manufacturing facilities strategically located nation-wide. Rehrig also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. By having the industry's largest production capacity (roll-out cart producing machines and molds), Rehrig has the ability to not only meet short time frames but also handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps reduce freight costs and reduce harmful carbon emissions.</p> <p>Rehrig's Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas.</p> <p>Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.</p>

8	What are your company's expectations in the event of an award?	Rehrig Pacific will work closely with Sourcewell and the growing number of municipalities who are utilizing the Sourcewell Cooperative agreement to mutually grow our business. With our large and far reaching sales force Rehrig is looking to drive our Core Plastic Container and Technology products to the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig would be using this contract to allow our prospective municipal customers to purchase our products more easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 2% annually with much of this growth via the Municipal Sector (Sourcewell contract).
9	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.	Rehrig Pacific Company maintains a healthy financial position. Our strong financial standing has allowed Rehrig to invest back into and grow our business by being able to produce roll-out carts and recycling bins in SIX company-owned facilities. Please see uploaded financials as representative of Rehrig Pacific Company's financial strength.
10	What is your US market share for the solutions that you are proposing?	Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this period Rehrig has sold over 45 million roll-out carts throughout North America having successfully partnered with some of the North America's more elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same period Rehrig has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, Rumpke, and GFL. Today, our combined market share ranges anywhere from 30-40%.
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is 40% and growing.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	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?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Business Group consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (3) National Account Managers, and (12) Territory Sales Representatives. Our sales team also consists of seven (7) Account Specialists who provide daily customer service support of our sales team and customers. Our infrastructure does not necessitate the need for dealer or distributor network. Our sales team and our (6) manufacturing locations provide the sales and production support required to meet our existing and growing number of customers.
14	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.	Rehrig Pacific Company is required to maintain proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rehrig Pacific Company has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. One of the recent accomplishments includes being certified two years in a row as a Great Place to Work (2019-20 & 2020-21). This certification came through surveys where employees expressed their satisfaction and positive sentiment of working for such a great company. In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. Also, Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.
17	What percentage of your sales are to the governmental sector in the past three years	Rehrig Pacific's sales to the Governmental Sector have ranged from 26-30% of our Environmental Group's sales. Our Government or Municipal sales vary each year depending on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Things like the Covid-19 pandemic, recessions, and tight budget constraints can affect a municipality's decision to automate their collection in any given year. Strategically, Rehrig is forecasting that cities will continue to convert their collection systems to automated collection and will begin to add Technology solutions to their operations.
18	What percentage of your sales are to the education sector in the past three years	Less than one percent. It is important to understand that Educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. That being said, Rehrig Pacific will sell any Educational institution who is interested in purchasing our products and services directly.
19	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?	1) Omnia Partners with an average of \$12 Million annually. 2) Massachusetts State Contract with an average of \$300K annually.
20	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?	We do not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Orange County, FL	Josue Lugo	407-836-6619
City of San Diego	Matthew Cleary	858-526-2302
City of Los Angeles, CA	Jonathan Zari	213-840-6547

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
City of LA	Government	California - CA	Awarded sole-supplier contract for roll-out carts and ancillary products and services	\$192+ Million	\$12 Million annually
City of Toronto	Government	ON - Ontario	Awarded sole-supplier contract for containers and ancillary products and services	\$40 Million	\$2+ Million Annually
Sarasota County	Government	Florida - FL	Purchased 130K roll-out carts for county-wide collection program	\$5.6 Million	\$5.6 Million
City of Edmonton	Government	AB - Alberta	Awarded sole-supplier contract for containers and ancillary services	\$28+ Million	Starting 2021
City of Chicago	Government	Illinois - IL	Awarded sole-supplier contract for roll-out carts over a period of three years	\$9 Million	\$2-\$3 Million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *
23	Sales force.	Rehrig Pacific Company utilizes and employs a direct sales force that is highly trained and experienced in selling our many products and ancillary service and technology offerings. Within the Environmental Business Group, our sales team consists of (12) sales representatives located strategically throughout North America. Our sales organization is comprised of (3) Regions, North, Central, and West with each region managed by a Regional Sales Manager. Our Sales Managers report directly to our VP- Environmental Business Group. In addition, each of our (3) regions are supported daily by seven (7) Account Specialists (Customer Service). Our Account Specialists are assigned specific sales representatives/territories and assist our sales representatives with managing all of our customer's needs. This organizational structure provides our customers with professional and prompt responses along with a sense of partnership between them, our sales representatives and Rehrig Pacific. Our Sales team also includes (2) National Account Managers who are responsible for managing the private sector of our business (private waste haulers) and one (1) National Account Manager who is responsible for managing the Municipal Sector. National Account Managers report directly to the Director of Sales and support each of our (12) sales representatives daily. As the National Account Manager for the Municipal Sector, I will be managing and supporting the Sourcewell agreement daily.
24	Dealer network or other distribution methods.	Rehrig Pacific Company and our company-employed sales team sell our proprietary products directly to the end-user. With six (6) roll-out cart producing plants strategically located throughout the country, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.
25	Service force.	N/A. All of our customer's needs and follow up are performed by our company-employed sales team.

26	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 purpose of the Customer Service (Account Specialist) role is to be Rehrig Pacific's primary contact for our customers and are responsible for maintaining customer accounts and files and providing product and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialist Team reports to the Account Specialist Manager, Environmental Business Group.</p> <p>Our Environmental Account Specialist Team consists of seven (7) members strategically assigned to Sales Representatives. With seven (7) Account Specialists covering twelve (12) sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include:</p> <ul style="list-style-type: none"> * Setting up new customer accounts * Maintaining and updating customer records and files * Take customer orders either directly from customers or Sales Representatives * Lead all post sales efforts to ensure customers' needs are met and their experience is positive * Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions * Expedite, track and review customer scheduling requirements * Initiate correction process to resolve customer complaints and service requests * Review customer warranty and submit warranty claims
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rehrig Pacific Company currently offers and sells our products to municipalities in all 50 states. Our six (6) manufacturing facilities make the prospect of servicing such a large customer base in a large country that much easier.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rehrig Pacific Company will service any qualified Sourcewell members in North America.
30	Identify any Sourcewell 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?	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to members in Hawaii, Alaska or US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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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>Rehrig Pacific Company's marketing strategy to promote the contract with Sourcewell will align with our current marketing key initiatives in sharing the complete story and full capabilities of our products, services, and people. We will implement this marketing strategy across all of the following segments:</p> <p>Trade Shows: Rehrig Pacific Company exhibits at several regional and national trade shows annually where our products and services are displayed, and municipalities have the opportunity to experience our products first hand. Rehrig is a major sponsor of the National Waste & Recycling Association (NWRA) which hosts Waste Expo, the Solid Waste & Recycling Industry's largest trade show. This national trade show attracts thousands of people from both the Municipal and Private sectors each year. In addition, Rehrig Pacific is also a major sponsor and member of The Solid Waste Association of North America (SWANA). SWANA is an organization of public and private sector professionals advancing Solid Waste as a resource. SWANA hosts the annual WasteCon trade show where Rehrig Pacific exhibits our full menu of products and ancillary services. Lastly, our Sales Team participates and attends numerous regional industry trade shows throughout the year representing Rehrig proudly. We plan to bring awareness to our partnership with Sourcewell via our booth design at all trade shows.</p> <p>Literature: Rehrig Pacific Company has invested in a vast amount of literature and marketing collateral that includes product sell sheets, brochures, white paper case studies, sustainability initiatives, product specifications, product test results, company history, contact information, and more. All of our marketing literature resources are available to the teams to support in proposals, presentations, customer meetings, new customer outreach, and more.</p> <p>Website: Rehrig Pacific Company has recently updated our user-friendly website where Sourcewell members can learn in-depth information about our product and services while obtaining product specifications, technology services information, case studies, brand and product videos, company sustainability efforts, office locations, contact information, and more. Using our website, we would amplify our partnership with Sourcewell and how this partnership has gotten us closer to other great partner brands and companies we continue to grow our network with.</p> <p>Social Media: Rehrig Pacific maintains a highly engaging presence on Social media across LinkedIn, Facebook, Twitter, and YouTube publishing unique content weekly regarding the brand, product, services, trade shows, conferences, awards, recognitions, and more. The past year has focused around amplifying our social media presence specifically on LinkedIn while also sharing our story as an integrated solutions provider. In addition, highlighting new product launches through video content, new partnerships with social banner posts, and sharing employee recognitions has also been a focus.</p> <p>Advertising: Rehrig Pacific Company advertises in several industry publications including Waste 360. We develop and execute digital marketing campaigns featuring new products across various platforms to reach specific target audiences. Digital platforms that we have used in past campaigns include Facebook (banner ads and video ads), Google (Google ads, display banners, video pre-rolls), and LinkedIn (video ads, sponsored ads). In addition, paid search ads were developed to run on both Facebook and Instagram. Direct mail advertisement was also developed to distribute 25,000 post cards in a local city. And to highlight new product releases, partnerships, and municipal contract acquisitions, we publish press releases to share in the media.</p> <p>National & Business Group Meetings: Rehrig Pacific Company enjoys having special guests at the national sales meetings especially partners and customers. As a vendor on the Sourcewell contract, we would certainly encourage a representative from Sourcewell to attend and to speak to our sales team. These types of meetings help educate our sales team on the benefits of using cooperative purchasing contracts and could also provide Sourcewell with a better understanding of what Rehrig sells and how we approach the market. We also encourage having partners and customers visit our RISE (Rehrig Innovation Showcase Experience) Center in our Dallas plant, where customers and partners have an opportunity to experience the history of the company, take a look at the products, services, and programs we offer as well as get an insight of the future of our business.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Rehrig Pacific Company is a proud partner to Salesforce and utilize communication tools such as Pardot to help effectively create marketing e-mail blasts and digital campaigns to reach the targeted audience using tactical messaging. Using their CRM we will reach new sales leads and diligently communicate through the sales funnel process. Each month Rehrig reviews its website and digital platforms' analytics reporting, to do a full analysis of the success of the past month's messages to see if any adjustments are needed in banners, copy, etc. On the Social media front, the past year has been about amplifying our story, products, services, sustainability efforts through unique content including videos, banners, and sell sheets across the LinkedIn platform. Our presence has grown in the digital space where we have grown our network, company followers, increased our monthly impressions, visitors, and best of all engagement on our posts.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell's role in this partnership as more of a support role rather than a promoting role. We will certainly accept all of the support Sourcewell can offer but the promotion and the execution of this contract will be the responsibility of Rehrig's sales team. Over the past 30-years Rehrig has enjoyed tremendous success in the Municipal Sector having partnered with some of the country's more elite Solid Waste & Recycling operations. During the period Rehrig has been awarded hundreds of municipal contracts to supply cities and counties alike with our automated roll-out carts and ancillary products and services. Rehrig has garnered the respect of the industry and has established outstanding relationships in hundreds of municipalities throughout North America. Our focus as a sales organization is selling our value-added products and services to both the Private and Municipal sectors. With the addition of our Vision software technology, Rehrig sees tremendous growth opportunities within our existing customer base as well as future customers. City and County leaders are hungry for technology (Big Data) that will provide transparency and cost savings within a municipality's operation. Municipal contracts are historically more difficult to secure as many municipalities are required to award contracts through the RFP process. With the Sourcewell cooperative contract, Rehrig's sales team will be able to sell our unique proprietary technology solutions (Vision) to those members who see the value and WANT to avoid the RFP process.
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.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to a number of our larger customers. We also have customers that leverage services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	<p>Our industry's automated roll-out carts do not typically require any user training. Municipal Public Works Departments and Sanitation Divisions are well educated in the use of our products. Rehrig's containers include markings on the containers that provide instruction (the Do's and Do not's) in how to operate and handle our containers. Our Sales team is trained to perform any specific product training sessions our customers request.</p> <p>With our Vision Technology products, Rehrig Pacific Company provides training for these products. Our technology products typically involve hardware installation where there is installation training associated with the programs start up. Rehrig also provides training on the software side as well.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Vision Software: Rehrig Pacific's proprietary Vision Software was designed internally to offer city and county's collection operations greater visibility into their operation. Our various offerings include Work Order + Inventory Management, Service Verification, Visual Verification, Industrial Container Tracking as well as several other applications designed to help cities gain efficiencies and drive out costs in their collection operations.</p> <p>Co-Injection Manufacturing & the Use of PCR: Rehrig Pacific Company has invested heavily into Co-Injection technology. Producing roll out carts using the co-injection process allows Rehrig to utilize recycled material while still maintaining our customer's brand (color). Please see the EnviroCore brochure in the uploaded Documents Section 2. As state and federal legislation continues to demand compliance regarding products made with recycled material, municipalities are requiring that the roll out carts they purchase be made with at least 30% post-consumer plastic (PCR). The PCR material used is typically multi-colored making it virtually impossible for competing manufacturers to produce a cart in a color other than black. With Co-injection, Rehrig Pacific can utilize multi-colored PCR material and still produce the standard color carts (green, blue, brown, yellow, grey, etc). The co-injection process allows us to introduce the PCR material into the mold and then introduce the remaining virgin material and color separately. The result is a roll out cart produced with multi-colored PCR material on the inside (core) and the municipality's choice of color on the outside (skin). (See Co-Injection attachment).</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. Throughout our history, environmental awareness and sustainability have been cornerstones of our company. Sustainability is our core.</p> <p>In the early 1970's using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices.</p> <p>Recyclability: Today, all Rehrig Pacific's waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate.</p> <p>Carbon Footprint: Our six (6) manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry's greatest capacity (6 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig's manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base.</p> <p>Zero Waste Production: Rehrig takes great pride in our effort to create a "waste free environment" in our manufacturing facilities. Our "Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid.</p> <p>Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960's. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country's landfills.</p> <p>Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today's struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. (See Bulky Rigid Brochure)</p> <p>Ocean Plastics & Bulky Rigid PCR: In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the amount of plastics from entering our oceans.</p>
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. See Zero Waste and other Green initiatives above in Item 38.

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.	Rehrig Pacific can sub-contract out portions of our contracts to MBE/WBE, DVBE companies who are able to obtain certification in the municipalities we service. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. That said, when possible Rehrig Pacific Company will perform outreach and look to out-source freight to MBW/WBE/DVBE companies.
41	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?	<p>With the cart industry's largest menu of containers and ancillary products and services offered, Sourcewell members can purchase ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig's proprietary Vision Technology solution without having to source this technology from a 3rd party. Conversely, many competing roll-out cart manufacturers who offer technology are buying 3rd party technology or using off the shelf technology.</p> <p>Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life.</p> <p>Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of twelve (12) sales representatives, seven (7) Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a more satisfied customer experience without having to purchase their needs from several manufacturers.</p>

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 *
42	Do your warranties cover all products, parts, and labor?	All of Rehrig Pacific products are covered by a warranty. Our Recycling Bins have a 5-year warranty, our PLC's have a 5-year warranty, our Commercial Containers have a 3-year warranty and our Roll-Out Carts have a 10-year warranty. For our Vision Technology, our standard warranty includes a 1-year warranty on the RFID Reader and components with optional purchases for multiple years beyond the first year. Labor for removing the RFID Reader and shipping it back is NOT included. Please see the specifics of our uploaded warranty plans in the Document Section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty coverages do include language that specifically outlines proper usage of our products along with language describing where improper usage voids the warranty. Please see our attached warranty plans for our various products.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our sales representatives are responsible for addressing warranty issues with our customers for our core plastic collection containers including recycling bins, commercial containers, public litter containers and our line of automated roll-out carts. These visits are at no cost to the customer. With respect to Rehrig's warranty for our Technology hardware we have a standard warranty. If the technology hardware is broken and under warranty, it would be the responsibility of the customer to remove that unit, ship it back for repair, and re-install when it returns. Labor is not included under warranty for the technology hardware. If a customer determines they require additional onsite service, Rehrig charges \$1500 per day (minimum of 2 days).
45	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?	Rehrig Pacific Company does not utilize technicians for our warranties, nor do we perform warranty repairs. If our core plastic containers fall under the warranty period, the customer's Rehrig sales representative is responsible for starting the warranty process. Our sales representatives will, but do not always need to visit the customer's site for warranty inspection. We have protocols in place where our warranty claims can be completed without a visit. We currently handle warranty claims for customers in all 50 states and Canada.
46	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 of Rehrig Pacific Company's products warranty plans are covered by Rehrig Pacific including our Commercial Containers and Public Litter Containers.
47	What are your proposed exchange and return programs and policies?	If a product is deemed to be defective our Account Specialists are immediately notified, and a ticket is submitted into our system and is assigned a case. This protocol alerts our Operations Team of the specific problem which helps eliminate similar issues moving forward. The customer is immediately issued a credit for the defective product. Our policy is then to work closely with our customer to quickly determine a production and delivery date to replace the defective product. Rehrig Pacific Company is responsible for the freight on any returned defective products.
48	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms: Net 30 Days
50	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcwell members 3rd party financing companies.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders. Upon submission into JDE, sales order forms are input with a category code that keys the order as a Sourcwell Cooperative purchasing order. For the purposes of reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcwell category code. Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. Upon review and approval by the relevant parties, the sales report is sent to Sourcwell and, simultaneously, Accounts Payable for processing and payment.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Rehrig Pacific does accept P-Card but will not offer terms through this process. Payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Rehrig Pacific Company has submitted line item, volume-tiered pricing. Our pricing model is one that is proposing "ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcwell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.
54	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.	N/A. There is no set discount. Rehrig's pricing is volume-tiered based ceiling pricing that leaves the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing is volume-tiered pricing with pricing being "discounted" based on volume. Also, each tiered price is "ceiling pricing".
56	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.	N/A. Our pricing includes a pricing tab for spare parts, components and accessories.

57	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.	All of our Sourcewell pricing is exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable sales tax. For our Vision Technology products, Rehrig has submitted pricing for such items as hardware installation, training, set up, and warranty calls.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to assure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with 3rd party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific's Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member's invoices.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53' dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all of these services.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to the Sourcewell member's residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted 3rd party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.

Table 12: Pricing Offered

Line Item	The Pricing Offered In this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The nature of our business is to offer the Municipality the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	Rehrig Pacific sales representatives who are working with Sourcewell members who wish to purchase off of the Sourcewell contract will provide a quotation with Sourcewell pricing documented on the quotation. These quotations are stored in Salesforce under the account (Sourcewell member city) and can be made available to Sourcewell upon request. All invoicing for subsequent orders from Sourcewell members will be coded as Sourcewell sales and will be recorded and made available quarterly for Sourcewell.
63	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.)	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Rehrig Pacific Company is proposing the industry's most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. In addition, Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiencies and drive out cost.</p> <p>Recycling Bins</p> <p>Our vast menu of products include various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin.</p> <p>Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection</p> <p>Our complete line of residential collection containers used in semi-automated and fully-automated collection programs include the commonly preferred sizes of 35-gallon, 65-gallon and 95-gallon roll-out carts. In addition, Rehrig also offers a 18-gallon (65-liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll-out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the city of Los Angeles, the city of Seattle, the city of Edmonton, the city of San Diego, and the city of Toronto.</p> <p>Commercial Containers & Public Litter Containers</p> <p>Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas.</p> <p>Services</p> <p>Rehrig Pacific Company, under our our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Mobile Washing.</p> <p>Software Technology</p> <p>Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking.</p> <p>Material Buy Back</p> <p>Rehrig Pacific Company provides a buy back program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>In addition to our core plastic container products, Rehrig Pacific offers ancillary products and services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing.</p>

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
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rehrig has proposed all of these products.
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rehrig Pacific Company does offer commercial size plastic commercial containers (dumpsters).
68	Lift and tipping solutions for stationary carts and dumpsters	<input type="radio"/> Yes <input checked="" type="radio"/> No	
69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rehrig Pacific is proposing our proprietary Vision Software Solution. Literature attached.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	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.	Sales growth within the Municipal sector, and specifically those sales made through the Sourcewell contract is how we will measure success. As previously stated, Rehrig's intentions are to use the Sourcewell agreement in every municipal opportunity we encounter. Our strategy is to continue to be our customer's expert on containers and technology so when the time comes for them to purchase our various offerings, the municipalities will be more motivated to utilize the Sourcewell contract, avoid the RFP process, and receive Rehrig's unique value-added products and ancillary services. All Sourcewell sales will be tracked by individual sales representatives and by region.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	Data that is required to service a customer is regularly collected by Rehrig Pacific solely for the purpose of executing the business relationship that Rehrig has with that customer. Collected data is retained only for the useful life of the data; extraneous data elements that may be collected during the course of the business relationship that are not necessary for Rehrig to provide services or products is regularly purged from our systems.
72	Explain your organization's approach to data protection and access.	Rehrig Pacific maintains a comprehensive security program in accordance with the NIST Cybersecurity Framework v1.1, which includes published policies on data classification and protection, system access, network security, etc. In support of that program, audits are regularly performed and appropriate security controls have been put in place to log data access, ensure that all access to data is allowed only for employees with a legitimate need to access said data, and otherwise ensure the confidentiality, integrity and availability of all business data.
73	Describe how your offering encourages increased participation in recycling and diversion programs.	Municipalities have been converting their collection operations from manual collection to semi and fully-automated collection since the late 1970's. Plastic roll-out carts have been the essential component to this conversion. Data shows that collection operations have seen an increase in participation and diversion after implementing an automated collection program. Containerizing a collection program is more efficient and more cost effective. Automated collection using plastic roll-out carts is also safer and reduces the number of workman's compensation claims. Our Vision Technology Solution has several applications that municipal collection operations are installing to gain efficiencies in the collection of solid waste, recycling and organics waste.
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	Rehrig Pacific Company is an injection-molder and uses the injection-molding process to manufacture almost all of our products. Five of the six (6) leading manufacturers of roll-out carts use the injection-molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components; 1) product design, 2) material quality, and 3) manufacturing. For example, a roll-out cart vendor can have a well designed roll-out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless if its a rotationally-molded cart or an injection-molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or thicker wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll-out carts in a short period of time.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	N/A	

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday March 02, 2021 11:23:20
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Monday March 08, 2021 16:29:34
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE.zip - Thursday March 11, 2021 17:42:30
- [Warranty Information](#) - Warranty Information (2).zip - Tuesday March 09, 2021 21:28:05
- [Pricing](#) - Sourcewell RFP Pricing 4-15-21.zip - Tuesday April 06, 2021 15:30:12
- [Upload Additional Document](#) - Company & Product Overview Slide Deck.zip - Thursday March 11, 2021 18:39:23

Proposer's Affidavit

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. - Jack Weber, National Account Manager- Municipal Sector, Rehrig Pacific Company

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_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	<input checked="" type="checkbox"/>	1


The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief  Roger D. Overholt

Date: July 13, 2023

Re: K-9 Retirement

I am requesting the retirement of the department K-9 Riot. This request comes due to his age and the promotion of his handler.

Former handler Detective Blake McCarter has requested that the animal be transferred to him. This has historically been done with our K-9s after retirement.

K-9 Riot has served the community since 2015. Riot and his partner have had a successful career and have been to various community events, aided in the apprehension of criminals, and assisted numerous officers in narcotic detections. Riot has also won multiple awards throughout his career.

Thank you.

RDO/aw



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Authorize purchase of one (1) Barrier Trailer Kit and accessories per the attached quote for \$93,672.02 from Meridian Rapid Defense Group via cooperative purchasing agreement.

Prepared By: Andrew Ellard

Subject: Meridian Rapid Defense Barricade System

Background: Public Works recently rented and deployed this system for safety/security at a downtown event. The rental was an opportunity to assess the product and whether or not it would be prudent for the City to purchase such a system.

Findings/Current Activity:

Public Works found the product/solution to be an efficient and effective means for setting up and removing street closures. The trailer system allows for a very efficient method of deployment. True barriers create a safer environment than simply closing streets with signage. Rental of the system requires significant advance notice, is subject to availability, and requires a long-distance delivery. Rental is not an effective solution for events that may “pop-up” unannounced or with little advance planning. Owning our own barricades will allow for response and deployment for any urgent need.

Financial Impact:

This purchase is accounted for in the FY 2024 budget for Public Works. Rental of the barricade system was \$4,180 in 2022, so the breakeven on owning this system is less than 25 events. Between downtown street festivals, proms, and other special events, the City could use this system 25 times or more in less than three years.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: -General Services Administration Cooperative Contract #47QSWA19D001F
-Quote

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule Catalog/Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

Multiple Award Schedule

Code J: Security & Protection

J05. Security Systems Subcategory

**SIN 334290L Physical Access Control Systems (PACS) – Legacy SIN
SIN OLM Order Level Materials (OLM)**



Meridian Rapid Defense Group, LLC.

177 E Colorado Blvd FL 2

Pasadena, CA 91105-1986

Phone: 626-204-6402

Fax: 626-628-2134

<http://www.betterbarriers.com>

Contract Number: 47QSWA19D001F

Period Covered by Contract: November 19, 2018 through November 18, 2023

Business Size: Small Business

Contract Administrator: James Miller

Phone: (626) 204-6402

Email: jmiller@betterbarriers.com

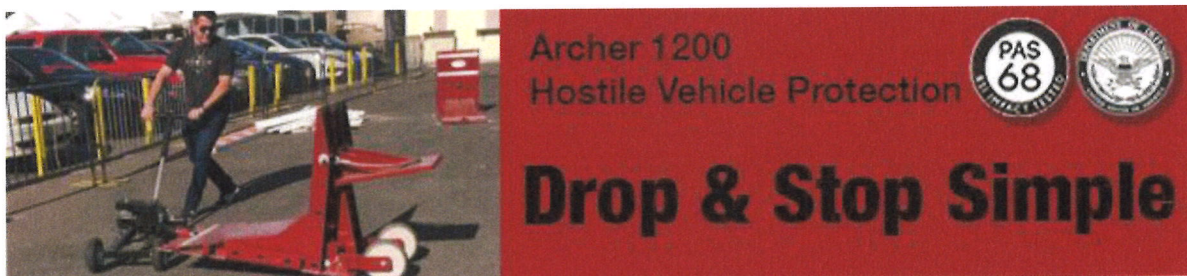
Pricelist current through Modification #PS-0019, effective June 1, 2023

ABOUT MERIDIAN RAPID DEFENSE GROUP

Meridian Rapid Defense Group LLC (MRDG or MERIDIAN) is a privately-held limited liability company (LLC) in operations for over ten years. MRDG holds national and international patents on its products. MRDG manufactures, sells, rents and distributes its patented best-in-category portable vehicle mitigation barrier solution. The products and all materials are made in the USA. The MRDG technology and products provide many unique and extraordinarily effective features to prevent vehicle ramming by stopping and debilitating vehicles used in terrorism and other vehicular attacks.

The keystone element of the anti-terrorism solution is the Archer 1200 barrier and accompanying products as described in more detail below. MERIDIANS's current customers include local, state and federal agencies, military installations and facilities, major police departments, commercial and industrial businesses, and a broad range of entertainment, cultural, civic, educational and sporting events. MRDG's barriers are thoroughly tested, certified, and proven. Indeed, the Archer 1200 Barrier is the only portable barrier solution to hold certifications in both the U.S. and Europe with both the U.S. Department of Defense and European PAS 68 crash test standards for deployment of unanchored barriers on hard surfaces.

The Meridian Archer 1200 is the center point barrier of the anti-terrorism vehicle mitigation and prevention solution to vehicle-ramming attacks and all other improper vehicle intrusion situations. The Archer 1200 Barrier is easily and rapidly deployed through the use of the Archer Field Tow Bar and/or Archer Hauler. The Archer 1200 barriers may be configured in varying numbers and patterns and connected with Arrestor Cables.



The absolutely best-in-industry exemplary features of the Meridian products and technology for crowd safety include:

- rapid deployment of portable barriers with unmatched stopping capabilities for all vehicles;
- delivery and flexible positioning requiring no heavy equipment/cranes and by one person with no team needed;
- modular design so that one or more barriers can be placed, and then easily moved into different configurations in response to changing needs and conditions while denying terrorists the advantages of pre-attack tactical planning;
- the Archer 1200 is 100% reusable with a lifetime guarantee. The barriers can be reused immediately after any impact;
- unlike fixed bollards, the Archer 1200 barriers are non-lethal to the driver and minimize shrapnel spray. The barriers thus preserve the opportunity for authorities to capture the instigator and protect evidence, as well as protect a driver in an accidental scenario;

--the configuration of the barriers enable ease of authorized pedestrian traffic and appropriate vehicles access. One person can deploy the barriers to block a street, roadway or pathway from vehicle access but permit unobstructed pedestrian access. One person can then separate the barriers as needed to provide access by an authorized vehicle and then immediately return the barriers to the appropriate positions to again block all unauthorized vehicles but allow pedestrians to walk through unobstructed.

--the MRDG barriers avoid the problems of fixed concrete bollards and the inefficient, dangerous, vulnerable and uninsured use of police and other vehicles as blockades;

--the MRDG solution does not require electricity to operate, or heavy equipment or hydraulics.

Archer 1200 United States Letters Patent No. 8,215,866.

CUSTOMER INFORMATION**1a. Table of Awarded Special Item Number(s):**

SIN	DESCRIPTION
334290L	Physical Access Control Systems (PACS) – Legacy SIN
OLM	Order Level Materials (OLM)

- 1b. Lowest Priced Model Number and Price for Each SIN:** Part Number AGP001 - \$37.63
- 1c. Hourly Rates:** Not applicable.
- 2. Maximum Order:** \$250,000
- 3. Minimum Order:** \$0
- 4. Geographic Coverage (Delivery Area):** Domestic and overseas delivery.
- 5. Point(s) of Production (city, county, and state or foreign country):** USA.
- 6. Discounts from List Prices or Statement of Net Price:** GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.
- 7. Quantity/Volume Discounts:** None.
- 8. Prompt Payment Terms:** Net 30 Days
- 9. Foreign Items:** None.
- 10a. Time of Delivery:** 30 days after receipt of order.
- 10b. Expedited Delivery:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 10c. Overnight and 2-Day Delivery:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 10d. Urgent Requirements:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 11. F.O.B Point(s):** Origin, Freight Prepaid and Add
- 12a. Ordering Address:** 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986
- 12b. Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 13. Payment Address:** 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986
- 14. Warranty Provision:** Lifetime warranty.

- 15. **Export Packing Charges:** Not applicable.
- 16. **Terms and conditions of rental, maintenance, and repair:** Lifetime warranty for maintenance and repair.
- 17. **Terms and conditions of installation:** None.
- 18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Lifetime warranty for maintenance and repair.
- 18b. **Terms and conditions for any other services:** Not Applicable.
- 19. **List of Service and Distribution Points:** Not Applicable.
- 20. **List of Participating Dealers:** Not Applicable.
- 21. **Preventive Maintenance:** Not Applicable.
- 22a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not Applicable.
- 22b. **Section 508 Compliance:** As Applicable.
- 23. **Unique Entity Identifier (UEI) Number:** CLWHGG9NJ187
- 24. **System for Award Management (SAM):** Meridian Rapid Defense Group is registered in SAM.

OFFERED GSA PRODUCTS AND PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AB1200	Archer 1200 Barrier	An unanchored “drop-and-stop” vehicle barrier for rapid deployment on roadways and hard surfaces. Meridian’s ultimate rapidly deployable Archer 1200 Barrier™ can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters. Manufactured of high strength, ballistic rated steel, the Archer 1200 Barrier™ is easily installed by one person without the need for cranes, heavy equipment, electricity or hydraulics. Simply off-load and place the barriers— no anchors or assembly are required. The Archer 1200 Barrier™ is an ideal application for: • areas of mass gatherings • campuses • stadiums and sports arenas • police and fire departments • military bases and installations • industrial plants • transportation centers • financial facilities and offices.	EA	\$6,513.75	USA
AFTB001	Archer Field Tow Bar	The Archer Tow Bar is an adjustable, leveraging attachment with dual-grip handles that allows one person to move and deploy the barriers. An easy, two point connection interface provides almost instant tow bar hook up or removal. Each tow bar comes equipped with a heavy duty stay pin.	EA	\$574.18	USA
ADDT008	Archer 8-Barrier Drop Deck Trailer	MERIDIAN® manufactures and provides specially-designed trailers that carry everything needed for 4, 6, and 8 Archer® Barrier deployment. The newest and most advanced trailer is Drop Deck trailer. This trailer is 75 inches wide and readily carries 8 barriers without any tie downs to hold the barriers in place. Instead the simplicity of e-track shoring bars keeps the barriers locked in when the barriers are being transported . The advantages and advances of this dual axle and four wheel trailer are: (1) it can be operated for one person deployments with a 24 inch swing tailgate; (2) the trailer is both Hydraulic and Air based with solar charging capabilities; (3) upon release of the safety catch the trailer can be lowered and raised with the pressing of the remote control; and (4) he trailer has a heavy duty diamond deck which allows for superior durability. All metal components are powder coated for the toughest of environments with two 10 inch storage compartments.	EA	\$24,120.18	USA
ATRKIT009	Archer 8-Barrier Trailer Kit	MERIDIAN® provides the 8 Barrier Drop Deck Trailer that carries everything needed for deployments of up to 8 barriers. The newest upgraded Drop Deck trailer carries all necessary equipment including the Archer® Manual Hauler, Field Tow Bar and Arrestor Cables. The Kit includes 8 Archer® 1200 Barriers; 2 Archer® Field Tow Bars; 1 Archer® Manual Hauler; 7 4-foot cables; and 1 ten-foot cable.	EA	\$84,644.34	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AACN4F022	4' Arrestor Cable 2.0	The Meridian Arrestor Reflective Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4 and 10 ft segments and can be up to three ply across strung between two barriers. The reflective cables were designed specifically keeping safety in mind without compromising the mechanical properties of a sling rope. The arrestor cable is manufactured using only the highest grade extra improved plowed steel and vinyl coated in neon yellow that aids in visibility as well as abrasion protection and flexibility. The vinyl coating not only protects the users hands and makes the wire more easy to handle, it also seals in any lubrication on the wire rope, increasing it useful life. Each wire rope cable is attached to the barriers by two G-100 Swivel self-locking hooks. The self-locking hooks each have a working load limit of 5700 pounds and are able to swivel during load, a feature which allows the barriers to roll upon impact ensuring the safety of the work area.	EA	\$574.18	USA
AACN10F022	10' Arrestor Cable 2.0	The Meridian Arrestor Reflective Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4 and 10 ft segments and can be up to three ply across strung between two barriers. The reflective cables were designed specifically keeping safety in mind without compromising the mechanical properties of a sling rope. The arrestor cable is manufactured using only the highest grade extra improved plowed steel and vinyl coated in neon yellow that aids in visibility as well as abrasion protection and flexibility. The vinyl coating not only protects the users hands and makes the wire more easy to handle, it also seals in any lubrication on the wire rope, increasing it useful life. Each wire rope cable is attached to the barriers by two G-100 Swivel self-locking hooks. The self-locking hooks each have a working load limit of 5700 pounds and are able to swivel during load, a feature which allows the barriers to roll upon impact ensuring the safety of the work area.	EA	\$670.68	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AMHA003-2	Archer Manual Hauler 2.0	The newest and most advanced MERIDIAN® Hauler has all the hallmarks of MERIDIAN's products' maintenance free and one [1] person ease of use. The Hauler is a rugged barrier dolly that can traverse a variety of surfaces from asphalt to gravel to unimproved dirt roads. The Hauler features a 3,000 lb. rated jack and is manufactured using high strength and corrosion resistant aluminum T6 6061. Using aluminum has allowed us to decrease the weight of the Hauler by 35% while still providing a lifetime warranty on any component of the hauler. The new Hauler was upgraded with an aluminum core solid thread wheel that will guarantee the hauler will last as long as the life of the barrier. The new hauler brakes are also now adjustable so as the tires slowly wear over time one can simply readjust the brakes, so they are making contact with the tires. The new upgraded leverage action is simple in that it only requires the placement of the extension rod into the barrier receiver and locking the pin in place. Once the leverage Hauler is secured, then a simple swing-action moves the barrier into position. Safety is the key so when lifting the barrier, the leverage action is fast up and slow down with the all-purpose brake being deployed.	EA	\$1,925.18	USA
ABG001-2	Archer Beam Gate 2.0	The Archer Beam Gate is the easiest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Beam Gate is ideal for events, check points, construction sites, command center egresses, The Beam Gate can be expanded from 14 to 20 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Beam Gate requires no electricity or hydraulics, is easily deployable in one hour and is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer® Beam Gate system also pivots a full ninety degrees to allow ease of access for large vehicles. The Archer® Beam Gate system can also be locked in the vertical position and in the horizontal position in case there is a need for the beam to stay upright for or locked down for extended periods of time. Incorporated into the Archer Beam Gate are the Technical Specifications of: one Archer 750 barrier, one Archer 750 Ingot barrier, one Archer 750 Receiver barrier, one Archer 750 Pivot barrier, a Archer Ingot cart and Counterweights, a marketing frame, two beams and one netting (see additional netting options.) For maneuverability of The ARCHER Beam Gate the purchase of use of the Archer Manual Hauler is strongly recommended.	EA	\$48,245.30	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
ACP001ADA	Channel ADA Cable Protector	Channel ADA Cable Protectors is an ADA compliant cable protector that protects cables and hoses up to .75" of their outside diameter. Dog bone connectors can extend to any desired length. It has a reinforced hinged lid for easy cable replacement and is available with ADA compliant ramps. It also has a patented 5 bar tread surface for added traction and a modular interlocking design.	EA	\$574.18	USA
ATUPLK001	Archer Touch-Up Paint	MERIDIAN'S Archer Touch-Up Paint is matched the paint of the Archer 1200 Barrier ordered, and can be used to make periodic touch-ups when needed. Includes exactly 6 cans of spray paint.	EA	\$188.17	USA
ACPR001	Custom Paint and Rust Prevention	Meridian offers 8 different colors for our Archer 1200 barriers, but we can do any RAL custom color. With custom color we also include a rust preventative in specific sections of the Archer 1200 Barrier that cannot be powder coated, so they remain bare carbon steel. Carbon steel will naturally rust with just the humidity in the air and even more so when it rains, so we offer a rust preventative coating that will prevent the barriers from rusting for 2000+ hours.	EA	\$72.37	USA
MCTR001	Mandatory Training	Meridian provides a comprehensive training course directed toward individuals who will be planning and/or executing plans for the deployment of Meridian vehicle mitigation products. Training is essential for understanding the usage of equipment, safety protocols for employees, and best practices in vehicle mitigation. Topics include general safety, standard operating procedures, use case scenarios, and incident reporting. The program content is provided by the Chief Safety Officer, and Meridian retains a record of customer sessions. Additional training is available upon request.	EA	\$1,442.68	USA
AMB1200WSP	Wayfinding Package	The Archer Directional Signage frames are collapsible frames which when in the raised position work to communicate with passing people and vehicles. The frames are available in sets of 8 with 32 preprinted signs. The preprinted signs come inside a wayfinding box that store and protect the signs meanwhile they are not in use. When Archer Barriers are to be moved, the frame is to be lowered so it rests on the back kick plate for easy storage. Keeping the frame on the barriers will help with the speed of deployment during setup. The frames can be colored to match the barriers so that they complete the correct safety look and feel for the community.	EA	\$5,785.18	USA
AGP001	Graphics Package	MERIDIAN'S Graphics Package includes the customer's choice of a customized logo. Please note: If Graphics Package is not chosen the Archer 1200 Barrier will come with a reflective MERIDIAN branded logo. All MERIDIAN branded logos are MUTCD compliant. GSA amount is priced for 1 logo only.	EA	\$56.94	USA

Quote

177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105
+1 8186419802
Awalter@meridian-barrier.com



ADDRESS

Paul E. Brown RLS
City of Morristown
Public Works Director
400 Dice St
Morristown, TN 37813
United States

SHIP TO

Paul E. Brown RLS
City of Morristown
Public Works Director
400 Dice St
Morristown, TN 37813
United States

QUOTE #	DATE	EXPIRATION DATE
S-20230707TN-1	07/07/2023	10/07/2023

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
8 Barrier Trailer Kit - GSA	8 Barrier Trailer Kit	1	84,664.34	84,664.34
Archer 1200 Barrier - GSA	Archer 1200 Anti-Vehicle Barrier	8	6,513.75	
Archer Hauler - GSA	Archer Hauler™	1	1,925.18	
Archer Field Tow Bar - GSA	Archer Field Tow Bar	2	574.18	
Arrestor Cable (4ft) - GSA	Arrestor Cable™ (4ft)	7	574.18	
Arrestor Cable (10ft) - GSA	Arrestor Cable™ (10ft)	2	670.68	
Archer 8-Barrier Drop Deck Trailer - GSA	Archer 8-Barrier Drop Deck Trailer	1	24,120.18	
In-Field Installation & Certified Training-GSA	In-Field Installation & Certified Training-GSA	1	1,442.68	1,442.68T
PAYMENT TERMS:		SUBTOTAL		86,107.02
Due to high demand levels, your delivery date will be guaranteed with your 50% deposit so that your protection starts when you need it.		TAX		0.00
		SHIPPING		7,565.00
		TOTAL		USD 93,672.02

Accepted By

Accepted Date

Industrial Development Board of The City of



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

July 11, 2023

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

Dear Tony:

At a special called meeting of the Industrial Development Board of the City of Morristown on June 22, 2023, the Board reviewed a request from Project I to purchase Parcel 048 051.00 and Parcel 048 038.03, consisting of approximately 11.7 acres in the *Morristown Airport Industrial District*.

The Industrial Development Board recommends the sale of this property to Project I by City Council at an agreed upon total purchase price of \$10,000.00.

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

Sincerely,

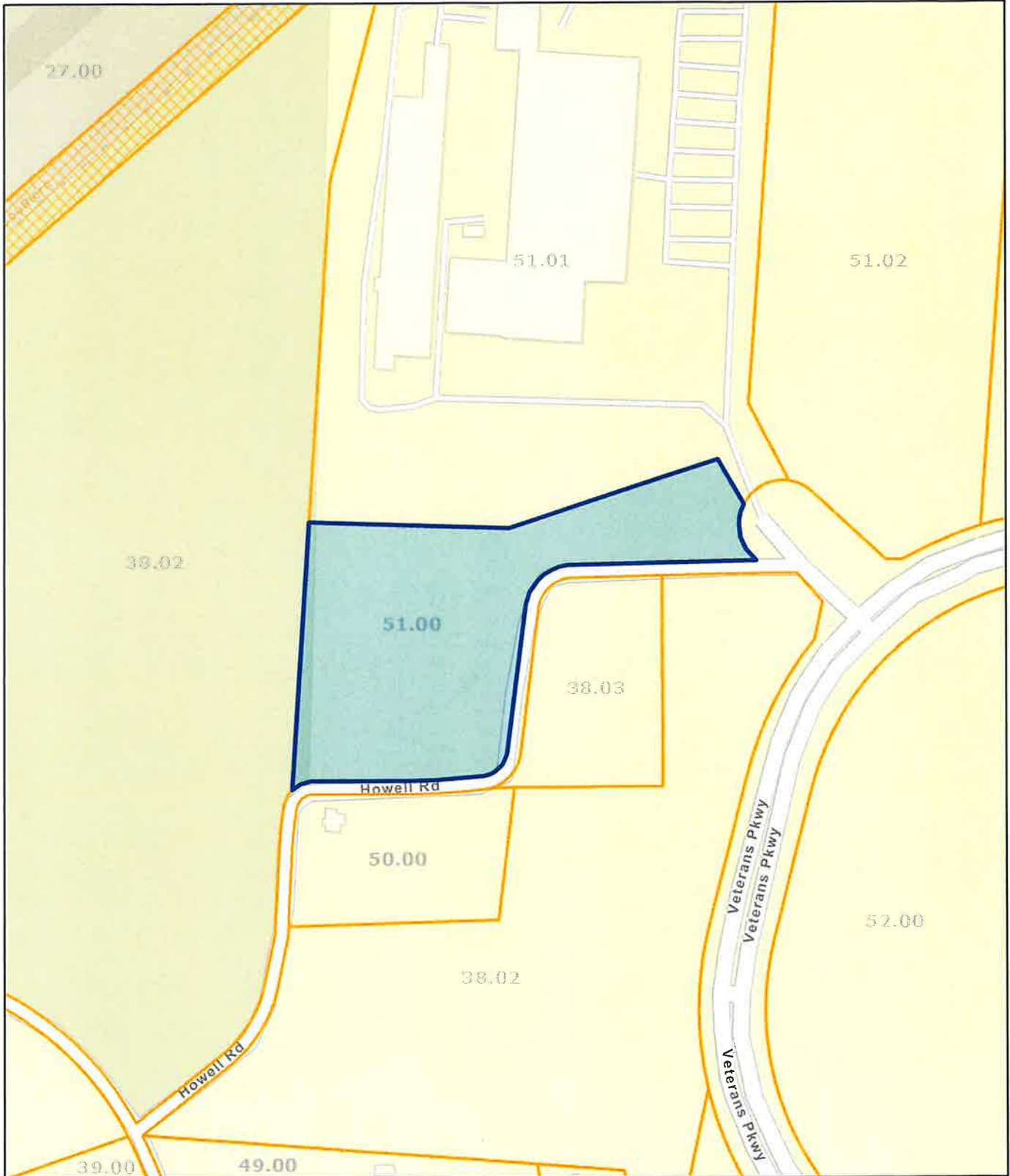
A handwritten signature in black ink, appearing to read "Marshall Ramsey".

Marshall Ramsey
Secretary

MR/jb

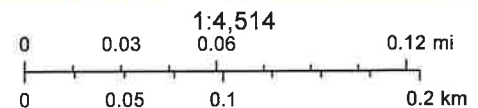
Attachment

Hamblen County - Parcel: 048 051.00



Date: July 12, 2023

County: Hamblen
Owner: CITY OF MORRISTOWN
Address: HOWELL RD
Parcel Number: 048 051.00
Deeded Acreage: 0
Calculated Acreage: 8.45
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021

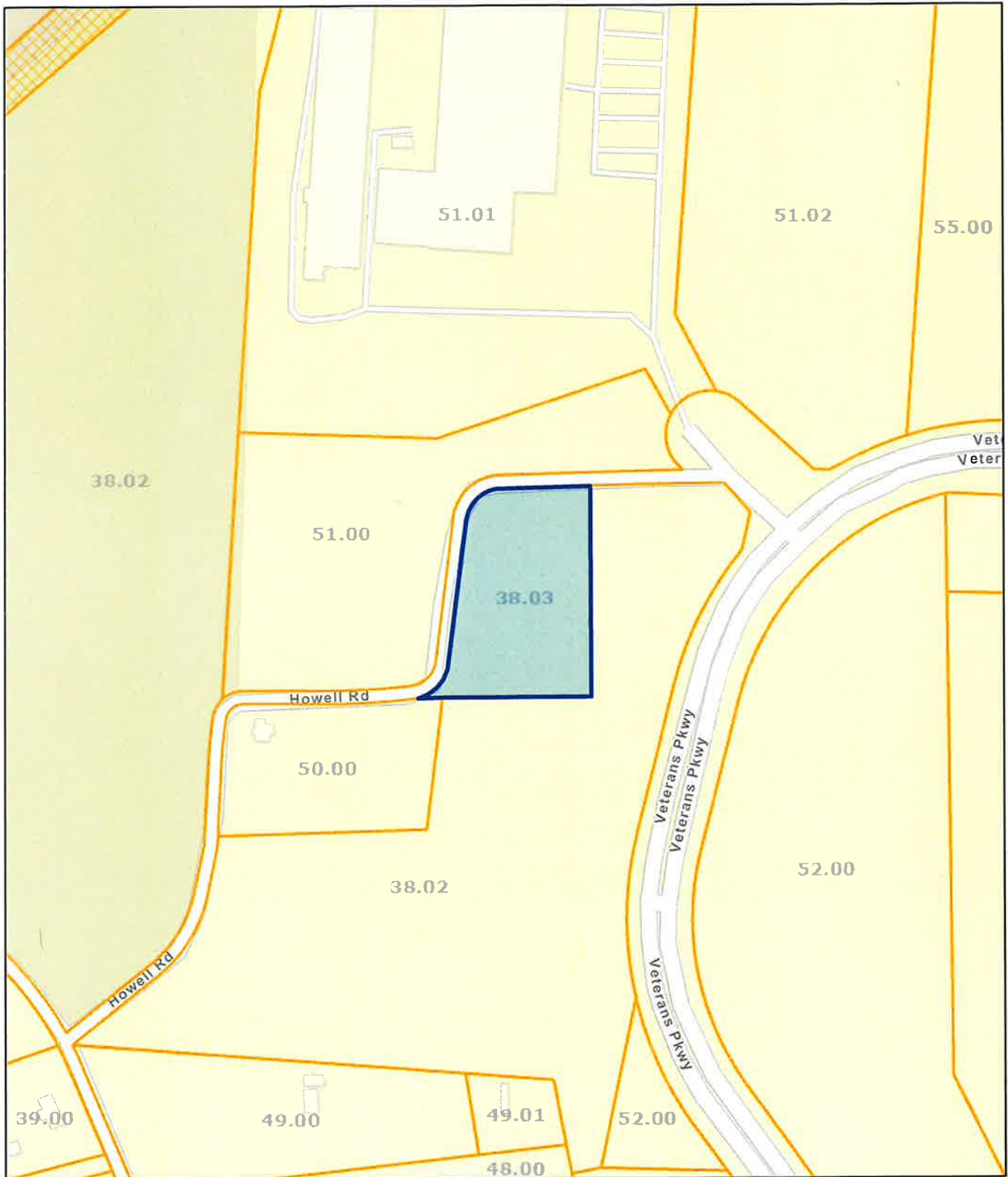


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The property lines are compiled from information maintained by the local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

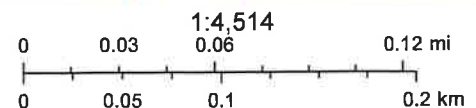
[Return to Agenda](#)

Hamblen County - Parcel: 048 038.03



Date: July 12, 2023

County: Hamblen
Owner: CITY OF MORRISTOWN
Address: HOWELL RD
Parcel Number: 048 038.03
Deeded Acreage: 3.2557
Calculated Acreage: 0
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021



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STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,
USDA, State of Tennessee, Comptroller of the Treasury, Office of Local
Government (OLG)

The property lines are compiled from information maintained by the
county Assessor's office but are not conclusive evidence of property
ownership in any court of law.

[Return to Agenda](#)

The City of Morristown

Finance Department



Date: July 20, 2023

Agenda Item: Approve an amendment to the contract between the City and Lisa Horner for continued photography services associated with Parks & Recreation athletics.

Prepared By: Andrew Ellard

Subject: Parks & Recreation Photography

Background: The City entered an agreement with Lisa Horner in March 2023 after having been unsuccessful in identifying a photographer through our traditional RFP process. The agreement entered into with Horner allowed for the negotiation and extension of service for an additional Parks & Recreation season.

Findings/Current Activity:

Parks & Recreation staff have found the services provided to be satisfactory and would like to continue such services through December, which will cover the City's basketball season and new flag football league.

Financial Impact:

This extension of the agreement maintains terms of the original agreement.

Action options/Recommendations:

Staff recommends approving the addendum.

Attachment: Addendum document

ADDENDUM TO PHOTOGRAPHY CONTRACT

This Addendum to the Photography Contract (“Contract”) is entered into this 20th day of July 2023, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”), a municipal corporation, and **LORI HORNER**, a photographer and sole proprietor, authorized to do business in the State of Tennessee (“Horner”).

WITNESSETH

Whereas, the City and Horner entered into a Photography Contract on or about March 21, 2023, and

Whereas, the Photography Contract provided for an extension for another Parks & Recreation season, provided the City was satisfied with Horner’s performance, and

Whereas, the City was satisfied with Horner’s performance and does intend to exercise this right to extend the Photography Contract, and

Whereas, the City and Horner do hereby enter into this Addendum to provide for an extension of the Photography Contract for an additional Parks & Recreation season.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Scope of Services and Additional Provisions.** The scope of the services and all other provisions not modified herein shall remain as stated in the initial Photography Contract executed by the City and Horner.
2. **Term of Agreement.** The term of the Photography Contract shall be extended through another Parks & Recreation season; specifically through December 31, 2023. At that point, the City shall seek proposals for photography services for the Parks & Recreation Department.

Witness the day and year first above written.

City of Morristown, Tennessee

Lori Horner

By: _____

By: _____

Its: _____

Its: _____



Morristown City Council Agenda Item Summary

Date: July 20, 2023

Agenda Item: Approve the purchase of traffic intersection radar detection equipment from Wavetronix as a sole source provider in the amount of \$130,260.00.

Prepared By: Andrew Ellard

Subject: Radar Detection – Traffic Signals

Background: The City of Morristown has been upgrading intersections with radar detection for approximately 10 years. Each year, approximately 6 to 7 intersections are upgraded. This year, staff recommends adding radar detection at 7 intersections. Adding the equipment to these intersections will complete currently planned intersections. Wavetronix provided a quote totaling \$192,260.00, which includes \$62,700 in components that will not be purchased.

Findings/Current Activity:

The hardware and software offered by Wavetronix is proprietary. As such, Wavetronix is a sole source vendor for the hardware equipment being purchased. Wavetronix has provided a sole source letter.

Financial Impact:

This project was planned and funds have been appropriated in the FY 24 budget.

Action options/Recommendations:

Staff would recommend approval of the purchase.

Attachment: Wavetronix Quote and sole source letter



DATE: 07/11/2023

TO: Mr. Matthew Manning
City of Morristown
619 Howell Road
Morristown, TN 37813

FROM: Wavetronix, LLC
COMPANY

Steve Rojik
NAME

Regional Sales Manager
TITLE

RE: SOLE SOURCE DECLARATION
Product/Service: Wavetronix Matrix Radar Sensors and Click 656 6
Sensor SDLC Cabinet Interface Device
Supplier: Wavetronix, LLC
Address: 78 E 1700 S, Provo, UT, USA 84606

Mr. Manning:

We hereby declare and affirm in good faith and to the best of our knowledge after exhaustive study that the products and/or services requested for purchase are impossible of award by competitive bidding due to the unique and/or proprietary nature of said product or service, the accrued critical and necessary functional benefits of the aforementioned unique characteristics being essential to the performance-based expectations inherent in the purchase decision, and as a consequence of the absence of a functionally equivalent product or service sufficient of fulfilling the mission-sensitive needs and expectations or alternative source for the purchase of said product or service.

I. UNIQUE CHARACTERISTICS:

The requested product or service consists of the following unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features deemed elemental, necessary and essential to the function, performance or mission-related accomplishment for which this purchase is initiated:

- a. Click 656:
 - i. Installed Morristown Click 656 Cabinet Devices are manufactured solely by Wavetronix.
 - ii. Provides power, connectivity, and surge protection for up to 6 SmartSensors
 - iii. Sends sensor data directly to controller through SDLC port
 - iv. Provides Ethernet port for network connectivity



b. Matrix:

- i. Installed City of Morristown Matrix Detection Sensors are manufactured solely by Wavetronix.
- ii. Patented Digital Wave Radar 16 Beams
- iii. True Presence Radar Detection
- iv. Up to 10 lanes and 16 channels of detection simultaneously
- v. We use the full transmit signal bandwidth of 245Mhz

II. FUNCTIONAL APPLICABILITY TO MISSION

The unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features inherent in the requested product or service are elemental, necessary, and essential to the function, performance or mission-related accomplishment of the City of Morristown as related to the purposes for which this product or service is purchased, as follows:

- a. Non-Intrusive, Radar Based detection to allow superior detection in all-weather elements to include Fog, poor lighting, zero visibility, snow, rain, wind, glare, and shadowing effects.

III. ABSENCE OF COMPETITIVE PRODUCT OR SERVICE ALTERNATIVE

We hereby affirm in good faith that to the best of our knowledge, after exercising due diligence in our attempts to locate alternate sourcing opportunities, that no other manufacturer, distributor, or provider exists who can sell, deliver or service within the State of Tennessee a comparable competitive product or service capable of accomplishing the declared functional and productive expectations of the City of Morristown as relates to the purposes for this purchase.

IV. ABSENCE OF ALTERNATIVE SOURCING

Wavetronix, LLC, the manufacturer, sells directly to end-users in Tennessee. We attest that no reseller or manufacturer's representative has an agreement with Wavetronix, LLC to exclusively sell, distribute, service or solicit sales for the foregoing product or service for sales within the geographical confines of the State of Tennessee, or within the prescribed local geographic area of the State of Tennessee.

Thank you for your immediate and affirmative attention. Respectfully,

A handwritten signature in blue ink, appearing to read 'Steve Rojik', with a long horizontal flourish extending to the right.

Steve Rojik
Regional Sales Manager

Quote Number
QUO-15547-J4C0F4

Date
7/6/2023

Sales Rep
Steve Rojik

Bill To:

City of Morristown
Attn: Purchasing
Director
100 West 1st N Street
Morristown, TN 37814
USA
423-585-4622

Ship To:

City of Morristown Public
Works
Attn: Matthew Manning
619 Howell Road
Morristown, TN 37813
USA
423-585-4622

Details:

Project #:

Description: TN - City of Morristown - Radar
Detection System Bundles

Location: Morristown, TN

Special Terms

Payment Terms: Net 30

Shipping Terms: EXW Wavetronix' Loading
Dock

Shipping Method: Best Way

Please call Steve Rojik if you have any questions or concerns.

+1 (629) 214-9325 or email tnsales@wavetronix.com

Bid Item	Description/Part #	Qty	Unit Price	Ext Price
	Matrix Radar Bundle	12	\$5,455.00	\$65,460.00
	SmartSensor Matrix SS-225	1		
	SmartSensor Mount SS-611	1		
	Sensor Cable Junction Box SS-710	1		
	Cable, 20ft, 12-8 pin, 6 conductor SS-704-020	1		
	Cabinet Equipment (Up to 6 sensors)	12	\$5,225.00	\$62,700.00
	Click 656 6 Sensor SDLC Cabinet Interface Device 102-0451	1		
	Cable, 4', Male Male Female, SDLC Y-Cable 310-0413	1		
	Cabinet Equipment (Expense - Up to 6 sensors)	12	\$5,225.00	\$62,700.00
	SDLC Cabinet Interface Device 102-0451-2	1		
	Cable, 4', Male Male Female, SDLC Y-Cable 310-0413	1		
	Homerun Cable	1	\$2,100.00	\$2,100.00
	SmartSensor 6 conductor cable, 1000' spool SS-705-001	1		

Total: \$192,960.00

Notes:

- Quote provided based on customer request.
- Wavetronix wants to offer you the most current lead times when you are ready to place an order. Please feel free to contact your team at TNSales@Wavetronix.com to receive this information.
- Prices contained in this quote are applicable to this project only.
- This quote includes 1000 ft of home-run cable. It is the responsibility of the customer or contractor to verify the amount of cable needed for this project and adjust accordingly.
- Please send purchase orders and correspondence to TNSales@wavetronix.com.

Price is valid for shipment and use within the region designated on this quote. If other destination is required, please call Steve Rojik for any concerns and questions.

- *Quotation is valid for 45 days from date as quoted.
- *Mount banding is not included and is to be provided by others.
- *Wavetronix is not responsible for system integration or design.
- *Price is based on standard sensor configuration and subject to change if bill of material changes.
- *Contractor is responsible for determining whether additional sensor cable is required.
- *Price provided is for material only.
- *Poles for installation are not included.
- *Ethernet switch, patch cable, Ethernet cable and other devices not specifically listed are not included.
- *Bulk cable is Non-Cancellable Non-Returnable.
- *Subject to Wavetronix standard terms and conditions.

Wavetronix terms and conditions apply, with the noted exceptions, if any, as stated above.

By accepting this quote, you accept our terms and conditions, which can be found at: www.wavetronix.com/legal