

**WORK SESSION AGENDA
SEPTEMBER 5, 2023
4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
SEPTEMBER 5, 2023
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Benny Jones, Morristown Police 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. August 15, 2023

9. **OLD BUSINESS**

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

1. 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.

10. **NEW BUSINESS**

10-a. Resolutions

1. Resolution No. 2023-18
A Resolution of the City of Morristown, Tennessee establishing a Record Retention Schedule.

10-b. Introduction and First Reading of Ordinances

10-c. Awarding of Bids/Contracts

1. Acknowledge the TN State Contract # 349 for upfitting/equipping of police vehicles, accepting the quote from Kustom Signals, Inc and authorizing a one-time purchase to upfit all nine (9) police vehicles totaling \$23,103.00.
2. Authorize the purchase of products and services from Routeware Global per one quote totaling \$157,501.76 via HGAC Buy cooperative purchase contract and one quote totaling \$32,220.96 via Sourcewell cooperative purchase contract #041521-RCS – both of which include the first year of service.
3. Rescind Lease and Concession Services Agreement with Sports Facilities Food & Beverage Tennessee, LLC established February 7, 2023 and as amended June 28, 2023, approve a new Lease and Concession Services Agreement with the same entity enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, and authorize the City Administrator to execute the same.
4. Approval of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) Federal Fiscal Year 2024-2025 Contract for the Tennessee Department of Transportation Consolidated Planning Grant (CPG).
5. Approval of the Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant in an amount of \$200,000.00 for the Morristown Police Department.
6. Acknowledgement of the Runway Lighting System Replacement Grant for the Construction phase in an amount of \$900,000.00 for the Morristown Airport.
7. Approval of proposal from GEOS for construction materials testing service for Phase 2 Thompson Creek Road in an amount not to exceed \$25,000.
8. Approval of agreement with LDA Engineering to provide surveying, engineering, and design services for the Cherokee Drive at Walters Drive Roundabout project in an amount of \$85,000.00.
9. Approval of agreement with LDA Engineering to provide surveying, engineering, and design professional services for the S. Bellwood Road and Veterans Parkway Realignment project in an amount of \$82,000.00.

10. Approval of agreement with LDA Engineering for additional professional services for Stormwater items in an amount not to exceed \$40,000.00.
11. Approval of Change Order No. 1 with East Tennessee Turf and Landscape for the MAID Ditch Stormwater project increasing the total contract amount by \$638,565.00.
12. Rescind the City Council's decision of June 6, 2023 to dispose of vehicle #483 by auction and approve the transfer of the vehicle, valued at \$6,160 to the Third Judicial District Recovery Support Services, Inc. in recognition of the value it will provide to the community with said vehicle.
13. Approve Change Order No 11 to the contract with Path Construction Northeast for the construction of the Morristown Landing for various work not included in the original contract.
14. Authorize the purchase of twenty (20) PVS-14/A Gen 3 Elbit night vision monoculars from H.L. Dalis Inc. per the General Services Administration (GSA) Cooperative Contract # GS-07F-5829R for a one-time purchase for the Police Department totaling \$73,325.00.
15. Authorize the purchase of twenty-five (25) 55 gallon drums of traffic paint from Ennis-Flint per the TN State Contract # 178 for a one-time purchase totaling \$15,675.00.
16. Approve the purchase of continued surveying service from Polco per the attached proposal for \$24,800.
17. Acknowledge receipt of bids for Structural Firefighting hoods, accept the bid from North American Fire Equipment Co. as the best bid, and authorize to purchase 160 hoods for \$68.00 each for a total of \$10,962.16 including freight charge.
18. Authorize the purchase of eight (8) cylinder valve assemblies and four (4) Air-paks from Municipal Emergency Services (MES) per the Sourcewell Contract #032620 for a one-time purchase for the Fire Department totaling \$40,932.00.
19. Authorize the purchase of one (1) Apex 4 Point Deluxe Kit from Municipal Emergency Services (MES) per the NPP Gov Cooperative Contract # PS20040 for a one-time purchase for the Fire Department totaling \$14,028.00.

10-d. Board/Commission Appointments

1. Council appointment or re-appointment to the Morristown/Hamblen County Solid Waste System for a three (3) year term to expire on October 1, 2026; term expiring Ventrus Norfolk.

2. Confirmation of a nomination to the Morristown/Hamblen County Solid Waste Disposal System made by the City Administrator from among the Mayor and City Council for a 3-year term to expire on October 1, 2026; term expiring Bob Garrett.

10-e. New Issues

1. Approval to hire three (3) Entry-Level Officers for the Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
September 5, 2023**

1. Charter

City Council Meeting/Holiday Schedule.

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, 20223	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
January 1, 2024	Monday		City Center Closed – Observance of New Year's Day
January 2, 2024	Tuesday	4:00 p.m.	City Council Agenda Review & Citizen Forum
January 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6,2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

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

August 15, 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., Tuesday, August 15, 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 Jacqui Griffin, 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 August 15, 2023 agenda as presented. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Finance Director Michelle Woods with the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (ACFR) for Fiscal Year Ended June 30, 2022. He noted that the City has been the recipient of this certificate for the past 10 years consecutively, making this the 11th time to receive the award.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. William Burja, Blaine Kelly, Deborah Chance Helms and Tim Ely spoke.

Councilmember A'Hearn made a motion to approve the August 1, 2023 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Resolution No. 2023-15. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 2023-15

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.

Councilmember Pedigo made a motion to approve Resolution No. 2023-16. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye". Councilmember Kay Senter asked for the minutes to reflect that a Request for Proposals was advertised for financing of \$10 million on August 4, 2023. Responses were received by Regions Bank, Webster Bank and Truist Bank.

Resolution No. 2023-16

Initial Resolution authorizing the issuance of not to exceed ten million dollars (\$10,000,000) General Obligation Bonds of the City of Morristown, Tennessee or authorizing the City to enter into a loan agreement with a public building authority and to secure the annual payments thereunder through a pledge of the city's full faith and credit taxing power.

Councilmember Bivens made a motion to approve Resolution No. 2023-17. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Resolution No. 2023-17

A Resolution authorizing the issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$10,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

Councilmember Pedigo made a motion to table Ordinance No. 4757 on its first reading. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4757

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000 (East Andrew Johnson Hwy/Chestnut Ave.)

Councilmember Pedigo left the meeting at 5:25 p.m.

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Broadway Investment Company, LLC dba Dollar General, The Downs at Wallace Farms. Councilmember Garrett seconded the motion and upon roll call; Mayor Chesney and Councilmembers Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter voted "aye". Councilmember Pedigo was absent for the vote.

Councilmember Pedigo returned to the meeting at 5:27 p.m.

Councilmember Bivens made a motion to accept the donation of a vest for the Morristown Police Department's K9 Rossi from Vested Interest in K9, Inc. at a value of \$1,000.00. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion of approval to apply for the Tennessee Department of Transportation – Statewide Partnership Program Grant in an amount of \$300,000.00 for the Central Church Road Improvement Project. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to acknowledge receipt of proposals for CDBG Administration Services and authorize the execution of a Master Service Agreement with BluLynx Solutions. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize Task Order Number 1 with BluLynx Solutions in the amount of \$8,500.00 for the completion of the Consolidated Annual Performance & Evaluation Report for CDBG Programs. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to authorize Task Order Number 2 with BluLynx Solutions in the amount of \$18,500.00 for the completion of the 2024-2028 Consolidated Plan for CDBG Programs. Councilmember K. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to defer the purchase of one (1) 2023 Ford F250 Crew Cab 4WD Pickup, White via Statewide Contract (#209) totaling \$50,382.00 for the Public Works Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to authorize the purchase of a Ford Transit Van per the attached quote for \$51,743.98 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of nine (9) Ford Interceptors per the quote for \$517,666.57 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to approve Change Order Number 2 with Eskola, LLC for a temporary roof solution and exploratory work in the amount of \$5,600 for the Rose Center Roof Replacement project. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize the City Administrator to execute a Task Order with HB Clark Signature Disc Golf Course Design (HBC Group, LLC) in the amount of \$3,325.00 for the assessment of potential impacts of road access improvements to disc golf at Frank Lorino Park. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to authorize a purchase order for storm drain lining and related services to Portland Utilities Construction Co., LLC for \$69,250.00 via a publicly solicited and awarded bid by the Town of Brighton, Tennessee. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the proposal from LDA Engineering to provide Professional Services for the Havley Springs Branch Stormwater Study in an amount not to exceed \$28,000.00 and authorize the City Administrator to enter into an agreement. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of two (2) traffic cabinets from Temple, Inc. as a sole source provider in the amount of \$16,426.00. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve the appointment of Dr. Tera Howerton and Chuck Smith to the Morristown Tree Board for a three (3) -year term to expire on September 18, 2026 and appoint Councilmember Pedigo to fill the unexpired term of Councilmember A'Hearn; term expiring September 1, 2024. Councilmember Bivens seconded the motion and upon roll call; Mayor Chesney and Councilmembers Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter voted "aye". Councilmember Pedigo abstained.

Mayor Gary Chesney adjourned the August 15, 2023, Morristown City Council meeting at 6:00 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning

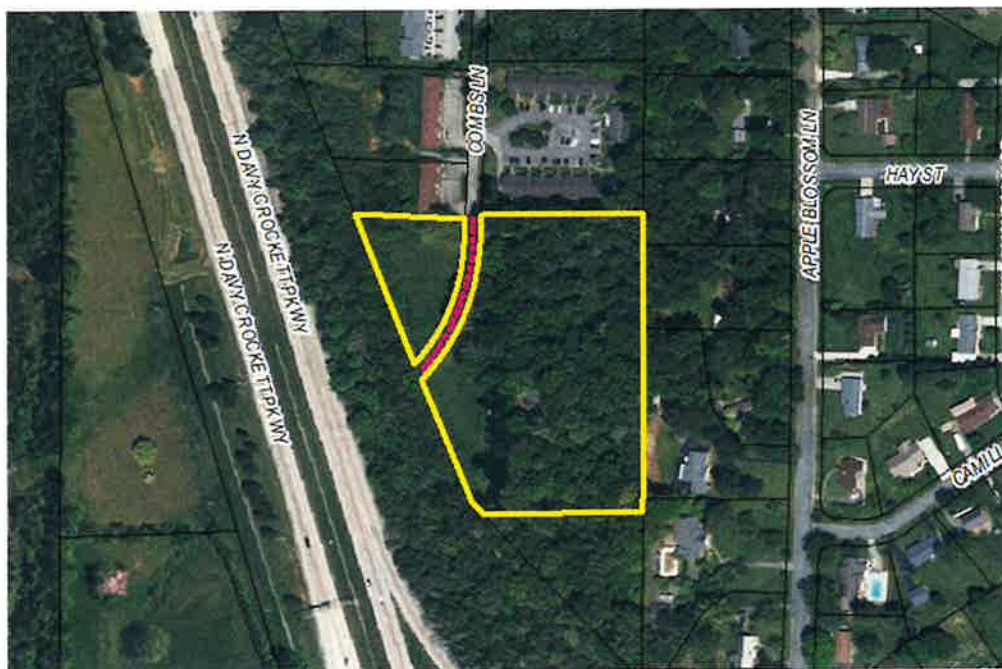


TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: September 5th, 2023
SUBJECT: Right of Way Closure Request
Portion of Combs Lane

BACKGROUND:

Property owner Wayman and Becky Skelton are asking that the 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 nor Morristown Utilities has any concerns over this right-of-way being closed.



RECOMMENDATION:

At their February 14th (2023) meeting, the Morristown Regional Planning Commission voted unanimously to recommend this right-of-way closure to City Council. This item was then tabled at the February 21st (2023) meeting but subsequently taken off the table at the August 1st (2023) meeting.

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 21st day of February 2023.

Mayor

ATTEST:

City Administrator

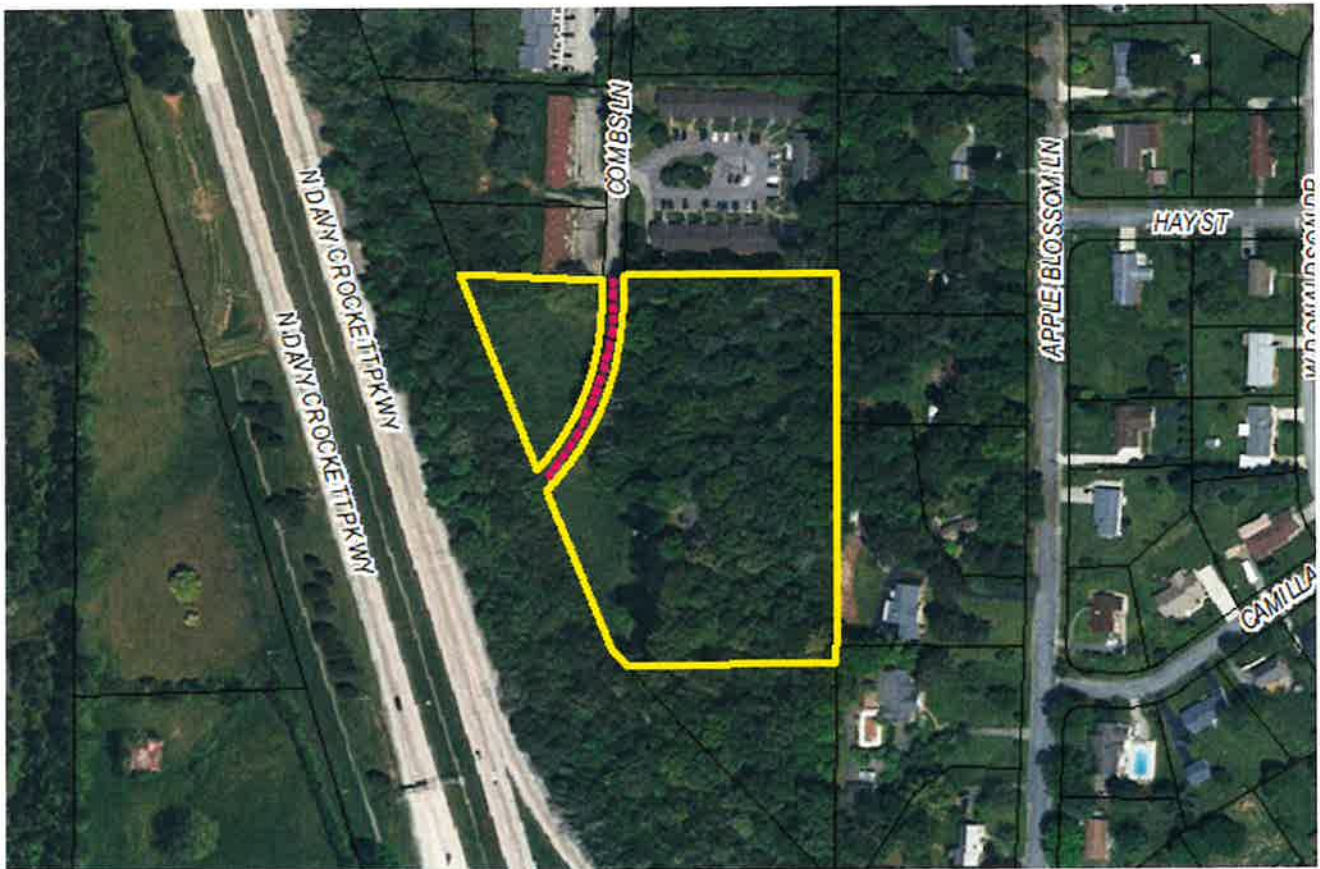
Passed on second and final reading this the 5th day of September 2023.

Mayor

ATTEST:

City Administrator

Exhibit A –



RESOLUTION NO. 2023-18

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
ESTABLISHING A RECORD RETENTION SCHEDULE.**

WHEREAS, the City Council of the City of Morristown recognizes that it is not prudent or effective to file, store, catalogue, and maintain all city records in perpetuity; and

WHEREAS, the City Council recognizes that different records have different legal retention requirements and varying degrees of historical significance; and

WHEREAS, the City Council wishes to have established an effective means of managing documents through their orderly disposition;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Morristown hereby acknowledges the Municipal Technical Advisory Service's (MTAS) 2022 publication, Records Management for Municipal Government and adopts by reference the Record Retention Schedule outlined therein, and further incorporates any revisions, amendments, later editions, or alternate resources as MTAS may publish, and incorporates the use of electronic data storage options in lieu of hardcopies of documents as allowed by Tennessee Code Annotated 10-7-121 .

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its passage and approval.

ADOPTED during regular session of City Council this 5th day of September, 2023.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Acknowledge the TN State Contract # 349 for upfitting/equipping of police vehicles, accepting the quote from Kustom Signals, Inc and authorizing a one-time purchase to upfit all nine (9) police vehicles totaling \$23,103.00.

Prepared By: Jeanna Vanek

Subject: Upfitting/equipping of police vehicles

Background: Of the nine (9) police vehicles on order, all will require an Eagle 3 Dual Ka-band antenna. Eagle 3 provides a method to independently verify the Doppler patrol speed without an electrical connection to the patrol vehicle. It was the police department's desire to obtain a system that was compatible with the vehicle system.

Financial Impact:

FY24 budget provides for the purchase of this equipment.

Total Cost = \$23,103.00

Action options/Recommendations:

Acknowledge the TN State Contract and accept the quote from Kustom Signals, Inc as a one-time purchase to upfit the nine (9) police vehicles totaling \$23,103.00.

Attachment: Quote from Kustom Signals, Inc and TN State Contract

Quote Number 00007338



Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84th Terrace Suite 100
Lenexa, KS 66214
Created Date 8/7/2023
Expiration Date 12/31/2023

Quote To:

Name	Sergeant Diana Morgan	Ship To Name	MORRISTOWN POLICE DEPT
Bill To Name	MORRISTOWN POLICE DEPT	Ship To	100 W FIRST NORTH
Bill To	PO BOX 1283 MORRISTOWN, TN 37816-1283 USA		MORRISTOWN, TN 37816-1283 USA

Product Code	Quantity	Product Description	Sales Price	Total Price
3003	9.00	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	\$2,567.00	\$23,103.00
9053	9.00	Eagle 3 traffic safety radar online operator training p/n 222-2500-00	\$0.00	\$0.00

Totals

Subtotal	\$23,103.00
Shipping and Handling	\$0.00
Total Amount	\$23,103.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
TN SWC 349 state contract pricing includes shipping

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Quote Number 00007338



Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84th Terrace Suite 100
Lenexa, KS 66214
Created Date 8/7/2023
Expiration Date 12/31/2023

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any; (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



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

Statewide Contract Issued to:

Kustom Signals Inc
PO Box 776238
Chicago, IL 60677-6238

Vendor ID: 0000000661

Contract Number: 0000000000000000000061499

Title: SWC 349 Police Radars & Lidars

Start Date : February 15, 2019 End Date: February 14, 2024

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

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

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

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

liable for the transactions between the Contractor and Authorized Users.

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Mike Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-507-5791
Fax: 615-741-0684
Email: Michael.T.Neely@tn.gov

Line Information

Line 1

Item ID: 1000164765
Eagle II, Radar, Ka Band, Dashmount, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_39_DUAL_KA
Manufacturer Item #: EAGLE II, MODEL 36-1
Unit Price: \$ 0

1 – 49 Units: \$1475.00
50+ Units: \$1416.00

Line 2

Item ID: 1000164770
Golden Eagle II, Radar, Ka Band, Dashmount, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_57_DUAL_KA
Manufacturer Item #: GOLDEN EAGLE II-54-1
Unit Price: \$ 0

1 – 49 Units: \$1990.00
50+ Units: \$1910.00

Line 3

Item ID: 1000166105
Directional Golden Eagle, Radar, Directional Mode, Dual Ka-Band Antennas
Unit of Measure: EA
Vendor Item/Part #: CRS_826_DUAL_KA
Manufacturer Item #: RAPTOR RP-1D, MDL 832
Unit Price: \$ 0

1 – 49 Units: \$2402.00
50+ Units: \$2306.00

Line 4

Item ID: 1000164761
Falcon HR, Radar, K Band, Mode S/M, Handheld, Same Direction
Unit of Measure: EA
Vendor Item/Part #: CRS_7000
Manufacturer Item #: FALCON HR-7000-1
Unit Price: \$ 0

1 – 49 Units: \$693.00
50+ Units: \$665.00

Line 5

Item ID: 1000164763
Talon II, Radar, Ka Band, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1600
Manufacturer Item #: TALON II-1600-1
Unit Price: \$ 0
1 – 49 Units: \$1015.00
50+ Units: \$975.00

Line 6

Item ID: 1000164766
Directional Talon Radar, Ka Band, Mode S/M, Handheld, Same Direction
Unit of Measure: EA
Vendor Item/Part #: CRS_1670
Manufacturer Item #: D-TALON II-1670-1
Unit Price: \$ 0
1 – 49 Units: \$1324.00
50+ Units: \$1271.00

Line 7

Item ID: 1000164768
Raptor RP1- Radar, K-Band, Mode S/M, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_849
Manufacturer Item #: RAPTOR RP-1, K-830-1
Unit Price: \$ 0
1 – 49 Units: \$1869.00
50+ Units: \$1795.00

Line 8

Item ID: 1000183783
Eagle 3, Radar System, Single Antenna, Ka Band, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_3003_DUAL_KA
Manufacturer Item #:
Unit Price: \$ 0
1 – 49 Units: \$2567.00
50+ Units: \$2464.00

Line 9

Item ID: 1000184794
LaserCam4, Lidar, Portable, Speed Measurement, with Video, Bluetooth Support
Unit of Measure: EA
Vendor Item/Part #: CRS_2100
Manufacturer Item #:
Unit Price: \$ 0
1 – 49 Units: \$5995.00
50+ Units: \$5756.00

Line 10

Item ID: 1000184795
ProLaser 3, Radar, Laser, Handheld, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1700
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: 25715.00
50+ Units: \$2468.00

Line 11

Item ID: 1000184796
ProLaser 4, Radar, Laser, Handheld, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_2000
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$2299.00
50+ Units: \$2207.00

Line 12

Item ID: 1000184797
Pro-Lite Plus, Lidar, Binocular Style, Heads up Display, Point and Shoot, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1780
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1471.00
50+ Units: \$1412.00

Line 13

Item ID: 1000184798
Parts and Accessories - 22% Off
Unit of Measure: EA
Vendor Item/Part #: RADAR_PARTS_AND_ACCESSORIES
Manufacturer Item #:
Unit Price: \$ 0

Line 14

Item ID: 1000184930
Eagle II, Ka, S/M, Single Ka
Unit of Measure: EA
Vendor Item/Part #: CRS 36
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1320.00
50+ Units: \$1268.00

Line 15

Item ID: 1000184931
Golden Eagle II, Ka, S/M, Single Ka
Unit of Measure: EA Vendor
Item/Part #: CRS_54
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1835.00
50+ Units: \$1762.00

Line 16

Item ID: 1000184932
Directional Golden Eagle II, Ka, S/M, with moving/stationary, wireless remote and 7 dash mount
Unit of Measure: EA
Vendor Item/Part #: CRS_825
Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$2196.00

50+ Units: \$2108.00

Line 17

Item ID: 1000184933

Falcon HR, K, S/M, moving mode with pod dash mount and stationary mode, wired remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 7001

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1156.00

50+ Units: \$1109.00

Line 18

Item ID: 1000184934

Falcon HR, Ka, S/M, with moving/stationary and same direction, wireless remote and 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 7002

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1377.00

50+ Units: \$1322.00

Line 19

Item ID: 1000184935

Talon II, Ka, S/M, moving mode with pod dash mount and stationary mode, wired remote, 7 pod dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1601

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1444.00

50+ Units: \$1386.00

Line 20

Item ID: 1000184936

Talon II, Ka, S/M, moving/stationary mode with wireless remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1660

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1367.00

50+ Units: \$1312.00

Line 21

Item ID: 1000184937

Directional Talon, Ka, S/M, moving/stationary modes (handle only), fastest and same direction, wired remote, 7 pod dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1671

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1881.00

50+ Units: \$1805.00

Line 22

Item ID: 1000184938

Directional Talon, Ka, S/M, moving/stationary mode with wireless remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1672

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1963.00

50+ Units: \$1885.00

Line 23

Item ID: 1000184939

Raptor RP-I, K, Ka, S/M, Single K, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 830

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1114.00

50+ Units: \$1070.00

Line 24

Item ID: 1000184940

Raptor RP-I, K, Ka, S/M, Single K, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 831

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1257.00

50+ Units: \$1207.00

Line 25

Item ID: 1000184941

Raptor RP-I, K, Ka, S/M, Dual K, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 832

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1461.00

50+ Units: \$1403.00

Line 26

Item ID: 1000184942

Raptor RP-I, K, Ka, S/M, Dual K, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 833

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1563.00

50+ Units: \$1501.00

Line 27

Item ID: 1000184943

Raptor RP-I, K, Ka, S/M, Single Ka, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 846

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1461.00

50+ Units: \$1403.00

Line 28

Item ID: 1000184944

Raptor RP-1, K, Ka, S/M, Single Ka, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 847

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1563.00

50+ Units: \$1501.00

Line 29

Item ID: 1000184945

Raptor RP-1, K, Ka, S/M, Dual Ka, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 848

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1784.00

50+ Units: \$1712.00

Line 30

Item ID: 1000184946

Eagle 3, Single Ka Band

Unit of Measure: EA

Vendor Item/Part #: CRS 3002

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1949.00

50+ Units: \$1871.00

Michael F.
Perry by
LWB

Digitally signed by Michael F.
Perry by LWB
DN: cn=Michael F. Perry by
LWB, o=DGS,
email=Mike.Perry@tn.gov,
c=US
Date: 2022.09.13 13:06:18
+05'00'

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

Mike Neely

Digitally signed by Mike
Neely
Date: 2022.09.12
+05'00'

PURCHASING AGENT



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Authorize the purchase of products and services from Routeware Global per the two attached quotes – one quote totaling \$157,501.76 via HGAC Buy cooperative purchase contract and one quote totaling \$32,220.96 via Sourcewell cooperative purchase contract #041521-RCS – both of which include the first year of service.

Prepared By: Andrew Ellard

Subject: Routeware

Background: Public Works has considered process improvements over the last year, including possible technological advances that may help the department perform more efficiently in solid waste and brush/bulk services.

Findings/Current Activity:

Routeware's product will enable Public Works to more closely monitor performance, will create better information with which to communicate to citizens, and will better enable the department to respond when there are disruptions to typical routes or schedules. The accompanying ReCollect application will create more opportunity for citizens to submit specific pick-up requests, which in turn will enable the department to create custom routes for bulk and special pick-ups rather than driving every street as a standard route.

Financial Impact:

A portion of this purchase is anticipated in the FY 2024 budget. Prorating for the 6 months of service we are likely to incur once the program is implemented the purchase will be within the amount anticipated for this purchase for FY 2024. Annual service and maintenance costs (based on current prices) will be \$110,133.72.

The financial benefit of this product will be reduced staff time and vehicle driving time when the City no longer has to have a full-time driver and truck dedicated to unproductive routing. This will also lead to less unnecessary wear on vehicles, thus longer life.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Routeware Quote, ReCollect Quote, HGAC Contract, HGAC Amendment #2, Sourcewell Contract



Order Form

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Order #: Q-05388-1
Term: 60 Months
Date: 8/16/2023
Expires On: 9/15/2023

Ship To

Paul Brown
City of Morristown
PO Box 1499
Morristown, Tennessee 37816-1499
United States
(423) 585-4658
pbrown@mymorristown.com

Bill To

City of Morristown
PO Box 1499
Morristown, Tennessee 37816-1499
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Richard Huner	(334) 740-4214	rhuner@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Morristown is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Morristown who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Mobile App	Per Month	1.00	USD 467.42	USD 467.42
ReCollect Collection Calendar	Per Month	1.00	USD 512.08	USD 512.08
ReCollect Waste Sorting Game	Per Month	1.00	USD 169.08	USD 169.08
ReCollect Waste Wizard	Per Month	1.00	USD 203.33	USD 203.33
ReCollect Special Collection	Per Month	1.00	USD 908.17	USD 908.17
ReCollect Platinum Success Package	Per Month	1.00	USD 425.00	USD 425.00
ReCollect Website Tool	Per Month	1.00	USD 0.00	USD 0.00
Support Fees TOTAL:				USD 2,685.08

Payment Terms -

Support Fees: Due quarterly in advance per Support Plan terms and conditions

Additional Terms -

Customer is authorized to utilize the solutions listed above for up to a population of fifty thousand 50,000 residents

Sourcewell Member ID #91532

Sourcewell Contract #041217-RCS

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes. This system requires a specific server to operate Routeware software, which may need to be purchased separately. This system requires cellular connectivity for each vehicle which may need to be purchased separately. If route sequencing by Routeware is a requirement, additional professional services fees may apply. On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

City of Morristown

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware Global

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Richard Huner at rhuner@routeware.com or fax to (503) 906-8544

Reviewed By:



Order Form

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Order #: Q-04461-1
Term: 60 Months
Date: 8/16/2023
Expires On: 9/15/2023

Ship To

Paul Brown
City of Morristown
PO Box 1499
Morristown, Tennessee 37816-1499
United States
(423) 585-4658
pbrown@mymorristown.com

Bill To

City of Morristown
PO Box 1499
Morristown, Tennessee 37816-1499
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Richard Huner	(334) 740-4214	rhuner@routeware.com	Net 10

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Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Pro Tablet with Full Install Kit (Android)	Each	13.00	USD 825.00	USD 10,725.00
Video Service Hardware	Each	13.00	USD 195.00	USD 2,535.00
Actuator Kit for HD Android and Windows	Each	3.00	USD 137.00	USD 411.00
Dual Facing HD Dash Camera (Interior Only) for Camera Controller with Cables	Each	13.00	USD 140.00	USD 1,820.00
Standard HD Camera for Camera Controller with Cable	Each	51.00	USD 90.00	USD 4,590.00
Reverse Camera Connector Kit (Android)	Each	13.00	USD 78.00	USD 1,014.00
Camera Controller (Camera Not Included)	Each	13.00	USD 475.00	USD 6,175.00
Monitor for Camera Controller	Each	1.00	USD 40.00	USD 40.00
Camera Power Kit	Each	13.00	USD 38.00	USD 494.00
MDVR Monitor and Cabling for In Cab Mounting	Each	13.00	USD 145.00	USD 1,885.00
Hardware TOTAL:				USD 29,689.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Project Management and Training	Each	1.00	USD 15,000.00	USD 15,000.00
Vehicle Installation	Each	13.00	USD 380.00	USD 4,940.00
Actuator Signal Installation	Each	3.00	USD 190.00	USD 570.00
Camera System Installation	Each	13.00	USD 380.00	USD 4,940.00
Backup Camera Auto Trigger Installation	Each	13.00	USD 190.00	USD 2,470.00
Additional Camera Installation	Each	51.00	USD 190.00	USD 9,690.00
Camera Monitor Installation	Each	13.00	USD 80.00	USD 1,040.00
EasyRoute On-Site Training	Per Day	3.00	USD 1,500.00	USD 4,500.00
EasyRoute Support Service Pack (30 Hours)	Each	1.00	USD 6,750.00	USD 6,750.00
Services TOTAL:				USD 49,900.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Monthly Service Fee	Per Month	13.00	USD 149.00	USD 1,937.00
Cellular Data Charge (RD)	Per Month	13.00	USD 15.00	USD 195.00

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Premium Video System Fee	Per Month	13.00	USD 61.00	USD 793.00
Auto Pickup System Fee	Per Month	3.00	USD 20.00	USD 60.00
Cloud Hosting	Per Month	1.00	USD 599.00	USD 599.00
Picture Service Fee	Per Month	13.00	USD 45.00	USD 585.00
RouteMaker Subscription	Per Month	1.00	USD 497.92	USD 497.92
EasyRoute Subscription	Per Month	1.00	USD 1,733.00	USD 1,733.00
4664 HERE Road Network Renewal	Per Month	1.00	USD 92.81	USD 92.81
Support Fees TOTAL:				USD 6,492.73

Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment
Support Fees: Due quarterly in advance per Support Plan terms and conditions
Services: 25% due upon execution; remainder due monthly as work progresses

Additional Terms:

Customer is authorized to route up to twenty-five (25) vehicles with the EasyRoute software.

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Customer Responsibility for Auto Backup Camera on Reverse Trigger:

The Routeware Backup Camera on Reverse Smart Truck Feature allows the Routeware system to pull a specific camera up on the tablet when the vehicle is put into Reverse. This event requires a "trigger" to indicate to the system that the vehicle is now in Reverse. Routeware requires a circuit that will go "voltage high" (Above 11 VDC) when the vehicle is put into Reverse. A Routeware installer can then "T" off of the circuit and connect it to our input sensors.

To avoid any vehicle-related concerns or issues Routeware requires the customers to identify an appropriate circuit to use for this purpose. Once this circuit is identified, Routeware will connect our input sensors to this circuit. Routeware will provide general knowledge and or troubleshooting but are reliant on the customer guidance for this feature implementation.

City of Morristown

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware Global

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Richard Huner at rhuner@routeware.com or fax to (503) 906-8544

Reviewed By:

AMENDMENT No. 2 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Routeware, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

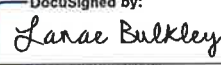
DocuSigned by:

82EC270D5D61423

Chuck Wemple, Executive Director
2/22/2023
Date: _____

Signed for: **Routeware, Inc.**

Printed Name & Title:

DocuSigned by:

27FAFBICA2B604F0...

Lanae Bulkley Controller
2/22/2023
Date: _____

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Routeware, Inc., hereinafter referred to as the Contractor, having its principal place of business at 16525 SW 72nd Avenue, Portland, OR 97224.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

Routeware, Inc.

DocuSigned by:
Signature *Tom Malone*
9CD003A5A28F402

Name Tom Malone

Title CEO

Date 3/3/2021

H-GAC

DocuSigned by:
Signature *Chuck Wemple*
82E0270D5D01423

Name Chuck Wemple

Title Executive Director

Date 3/3/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - 6308

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC. Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC 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 disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,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 CFR Part 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.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not 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. Each tier must also 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Routeware, Inc.
Fleet Services Equipment
Contract No. FL03-21

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
FL21G04	Routeware	"Basic" solution (route management solution for <u>solid waste programs</u>): per vehicle license, priced as a single vehicle; home office license; web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo XT-2050C GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time	Standard "Basic" solution: \$338 (inclusive of GPS unit with associated standard wiring, cabling, etc., applicable base software, as well as 12 months of support)
FL21G05	Routeware	"Premium" solution (route management solution for <u>solid waste programs</u>): per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDI interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: breadcrumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers	Standard "Premium" solution: \$3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center licensing (\$15k...\$188/vehicle after first 15)

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ReCollect Systems Inc., 3381 Cambie Street, Suite 528, Vancouver BC V5Z 4R3 Canada (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell 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: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:47 PM CDT

ReCollect Systems Inc.

DocuSigned by:

By: 6493156615DC423...
Drew Rifkin
Title: VP-Sales and Marketing
Date: 5/25/2021 | 8:31 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 8:33 AM CDT

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

Vendor Details

Company Name: ReCollect Systems Inc.
Address: 1861 William Street
Vancouver, BC V5L 2R7
Contact: Drew Rifkin
Email: drew.rifkin@recollect.net
Phone: 360-219-9798
Fax: 604-761-4775
HST#: 98-1077853was

Submission Details

Created On: Friday February 26, 2021 13:26:44
Submitted On: Wednesday April 14, 2021 15:20:21
Submitted By: Drew Rifkin
Email: drew.rifkin@recollect.net
Transaction #: 60a418e1-316c-4994-9026-8a08177cf036
Submitter's IP Address: 209.121.148.31

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):	ReCollect Systems Inc.
2	Proposer Address:	ReCollect Systems Inc. 3381 Cambie Street, Suite 528 Vancouver, BC V5Z 4R3 Canada
3	Proposer website address:	www.recollect.net
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):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tanusri Pardeshi Marketing Coordinator tanusri.pardeshi@recollect.net +1 613-970-5595

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>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>	<p>Core Values - At ReCollect, we adhere to three values:</p> <p>1. Delight Residents/ Students - We aim to provide residents/ students with unexpectedly good service and surprisingly useful products.</p> <p>2. Enable Self Service - With products that delight, you can help residents become more self-reliant and answer questions without resorting to expensive phone calls.</p> <p>3. Encourage Behavior Change - ReCollect's engaging products help our clients drive behavior change to save money and help the planet. With our assistance, clients are able to shift the behaviour of their residents to:</p> <ul style="list-style-type: none"> - Increase recycling capture rates - Lower contamination in the streams - Reduce call volumes at your helpdesk or 311 center - Increase participation in both regular collection and irregular services such as household hazardous waste collection or other events. <p>Our Principal Business Philosophy- ReCollect makes recycling and waste communications easy. We specialize in digital solutions for waste management-related communications for municipalities, regions, and haulers across North America. With a focus on ease-of-use for residents, ReCollect's services drive unparalleled levels of engagement.</p> <p>The key to our success is not just a delightful product but customer support that is legendary in providing both support but also best practices in solid waste and recycling communications. Please call any of our customers for a reference. With solutions that are built entirely in-house, our team troubleshoots issues personally and resolves them immediately. When you hire ReCollect you work directly with the people responsible for creating these tools. You have access to a team with deep experience working with, and in, local government.</p> <p>Our Vision - ReCollect's vision is to provide organizations access to the newest technology and best practices in communication in order to delight residents, customers and staff, save organizations money and help improve the environment. In pursuit of this mission, ReCollect has emerged as the global leader of digital communications applications to Solid Waste and Recycling organizations. Every week our software is used by people all over North America with a combined population of 100+ million citizens who deliver millions of reminders and service thousands of queries per minute ensuring that waste streams are not contaminated and call centers are more efficiently leveraged.</p> <p>Industry Longevity - Founded as a private company in 2012, ReCollect has grown from 3 founders to a staff of over 30. Our company is structured around our key goals - our product management and software development team focuses on deploying amazing products by working closely with our Customer Success and Implementation team who provide support and advice around communications. Our scaled impact and legendary service is made possible by a team that combines leading software engineers, local government and public policy experts, and some of the most recognized communications experts in the field of solid waste and recycling.</p> <p>As a company, ReCollect's growth has been built on our reputation and has expanded from our core government market to Education Institutions and First Nations/ Native American groups.</p>
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8	What are your company's expectations in the event of an award?	<p>ReCollect does not expect Sourcewell to bring us new deals. Our hope is that Sourcewell will make us more marketable, and as a bonus may bring us some new deals, but it is not our expectation. Our expectations focus on reducing the procurement burden on us and our customers, making our already successful model still more successful.</p> <p>By partnering with Sourcewell, we hope to continue to streamline procurement activities (for both ReCollect and our customers) so that we can invest resources into scaling our business even more quickly, including expanding our product line.</p> <p>ReCollect attributes much of our success to our world-class products and focused sales process. We are effective at engaging governments, and conveying/ selling our value. Understanding and building a repeatable sales model is critical for any business and we have achieved this goal. Indeed, we have developed an effective system that experiences significant year-over-year growth in this capacity.</p> <p>That said, the slowest part of our process has historically been procurement (previous to our current Sourcewell contract). After a potential customer evaluates our products and decides to move forward, the procurement process could take anywhere from 3 to 12+months through non-Sourcewell procedures.</p>
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.	<p>ReCollect launched in 2009. Since then, we have become a multi-million dollar technology company. Over the past three years, our revenue has grown by 225%, our team has grown 250%, and our Sourcewell customer base has grown to over 85 organizations across the United States.</p> <p>We are, in practice, a deeply fiscally conservative company. Throughout the period discussed above, we have remained cash flow positive without seeking or needing investor capital. More critically, because our clients sign multi-year contracts with a fixed price annuity, our future cash flow is remarkably stable. The result is that, given existing contracts and the revenue they generate, ReCollect could fail to close any new business (an extremely unlikely scenario) and continue to pay our team and service our existing customers in perpetuity.</p> <p>We forecast significant growth in the Government and Educational sectors over the coming years.</p> <p>Uploaded is a signed reference letter from our Certified Accountant and a Certificate of Good Standing issued under the Business Corporation Act of British Columbia.</p> <p>Further, we would be happy to talk about our financial strength in detail and find ways to demonstrate it to satisfy the committee.</p>
10	What is your US market share for the solutions that you are proposing?	Based on an estimated 20,000 serviceable customers (Government agencies, Educational Institutions, and Indigenous Groups), our market share in the US is 1%. Some of those customers include counties and other regional agencies that include multiple municipalities.
11	What is your Canadian market share for the solutions that you are proposing?	Based on 3000 eligible customers (Government agencies, Educational Institutions and Indigenous Groups) with waste and recycling services, the Canadian market share is 9.7%. Some of those customers include counties and other regional agencies that include multiple municipalities.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither ReCollect nor its founders/owners have ever petitioned for bankruptcy protection.
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?	ReCollect would best describe itself as (b) a service provider of software services - Software as a Service (SaaS). Our sales and service personnel are employees of ReCollect, and we do not utilize a dealer network.

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.	Aside from registering in states where we do business and our British Columbian Business License, there are no licenses or certifications required to run our business.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ReCollect has never been suspended or disbarred from practice.

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	<p>Waste 360 40 Under 40 Jenny English, Waste Reduction and Recycling Specialist: https://www.waste360.com/business/recollect-systems-english-serves-waste-and-recycling-expert-municipalities</p> <p>Ryan Buhay, Account Executive (Waste Haulers): https://www.waste360.com/fleets-technology/recollect-systems-buhay-stumbles-upon-waste-industry-career</p> <p>Kelly Millman, Waste Solutions Manager: https://www.waste360.com/business/recollect%E2%80%99s-millman-dedicated-waste-reduction-sustainability</p> <p>Excellence in Recycling from the Michigan Department of Environmental Quality 2017 Won an award for Excellence in Recycling https://recollect.net/blog/recycling-authority-wins-michigan-award-recycling-education-recollect/</p> <p>Top 10 Citizen Relationship Solution Providers https://citizen-relationship.govciooutlook.com/vendor/recollect-systems-a-simple-costeffective-solution-for-waste-management-cid-279-mid-35.html</p> <p>Carolina Recycling Association Award 2019 Won with City of Greensboro, North Carolina https://www.cra-recycle.org/2019awards/</p> <p>Carolina Recycling Association Award 2020 Won with Town of Cary, NC http://www.cra-recycle.org/2020awards/</p> <p>Smart Cities Connect - Smart 50 Awards - 2019 Won with the City of Marietta, GA https://spring.smartcitiesconnect.org/Smart50Awards/2019AwardRecipients.html</p> <p>Environmental Sustainability Leadership Award - 2018 Won with the RecycleCT Foundation https://nerc.org/news-and-updates/nerc-bulletin/december-2018#awardwinners</p> <p>SWANA 2016 Excellence Award Won with the Regional Municipality of Durham, ON https://swana.org/Awards/ExcellenceAwards/2016Winners.aspx</p>
17	What percentage of your sales are to the governmental sector in the past three years	In our last three years of sales, ninety percent (90%, by volume) have come from the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	In our last three years of sales, five percent (5%, by volume) have come from the education sector.
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?	<p>We do not currently have any state or provincial purchasing contracts and one cooperative contract, as seen below: Sourcewell: Public Works Communications Technology Contract #041217-RCS Approximate annual sales volumes - 2020: ~\$700K USD 2019: ~\$550K USD 2018: ~350K USD</p>
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?	None.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Southeastern Minnesota Recyclers Exchange	Anthony Wittmer	507-328-6737
Charles County	Meg Romero	301-932-5656
City of Greenville	Kevin Mulligan	252-329-4520
Metro Nashville, TN	Sharon Smith	615-862-8715

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 Calgary	Government	AB - Alberta	1. Collection Calendar 2. Waste Sorting Game 3. Web App 4. Mobile App	43,870.33 USD	131,611 USD
City of Austin	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Appointment Scheduler 4. Special Collection 5. Waste Sorting Game 6. Web App 7. Mobile App	43,687 USD	131,061 USD
Sacramento County	Government	California - CA	1. Collection Calendar 2. Waste Wizard 3. Mobile App 4. Web App	39,696 USD	119,088 USD
Columbus	Government	Ohio - OH	1. Collection Calendar 2. Waste Wizard 3. Web App	30,581 USD	91,743 USD
City of Fort Worth	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Web App 4. Mobile App	26,790.66 USD	80,372 USD

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.	We have a dedicated in-house sales force of eight, plus marketing, and assistants. Together, we ensure streamlined procurement for all prospective customers.
24	Dealer network or other distribution methods.	We do not employ a dealer network or other distribution methods.
25	Service force.	We have a dedicated in-house service force of eleven which consists of both technical support and customer success professionals. Our technical support group is composed of product and data experts that support all technical aspects of ReCollects Services. While our Customer Success group has deep knowledge of the solid waste and recycling industry and assists our customers in maximizing the value of their investment in ReCollect's products. Together our Service Force has an amazing customer rating average of 9.8 out 10.
26	Describe in detail the process and	A) Implementation Process -

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.

During the implementation process, the customer will be assigned a dedicated Customer Success Manager. This person will liaise between our customer and the ReCollect team to ensure their suite of tools are successfully launched. An implementation plan is leveraged and an estimated schedule is drafted prior to kick-off.

During the kick-off meeting, this plan is described to the customer project team and timelines are agreed upon or adjusted. Responsibilities and dependencies are clearly defined. All deliverables required from the Agency for solution configuration are described. After the kick-off, ReCollect provides a detailed list of the deliverables right inside the Admin Portal.

ReCollect conducts quality assurance testing on every product setup built. ReCollect then requires User Acceptance Testing (UAT) by the customer. The first tutorial is conducted in order for the Agency to conduct this UAT.

Once the tools are launched, ReCollect provides ongoing support, 12 hours a day (7 am to 7 pm PT), five days a week to both residents and our customers. ReCollect Staff continuously monitor the usage of the tools, and will have regular check-ins with customers. Critically, ReCollect staff will offer suggestions around how to increase adoption and improve communications based on insights gathered from hundreds of other deployments and ReCollect administrators. We also hold regular webinars with our customers where strategies for success are shared.

The dedicated ReCollect Customer Success Manager (CSM) will take the customer through these phases as follows:

1. Adoption -

The focus of this phase is to help the Agency promote the new digital communication tool to the Agency's residents. The steps during this phase are:

- a) Promotion planning - with a bountiful library of promotional templates and examples, the CSM will start by showing a wide range of tactics - from Facebook and bus shelter ads, to press releases and bin stickers. Based on what the agency is motivated by and what they know Residents will be attracted to, the CSM delivers a tailored Communications Plan complete with templates for ease of use.
- b) Check-in calls - one at approximately one month after production implementation, the other approximately 6 months after launch.
- c) What's covered during these check-ins - Metrics analysis to learn what tactics are working and setting benchmark adoption rates based on data from other municipalities similar to the Agency - same size, similar resources, etc. so it's realistic.

ReCollect's library of promotional templates and examples are always available to the Agency and as new innovative tactics are created, they are announced and shared by email to ReCollect customers.

2. Education -

Once Residents are using the tool and adoption growth is on pace, ReCollect continues to analyze metrics and prove goal achievement, but the focus shifts to education topics.

ReCollect's system provides you with detailed metrics around resident interactions. These metrics are used to help drive data-driven decisions with the goal of moving the needle around your key performance indicators.

3. Program Change -

While program changes can happen at any point in the Agency's journey of using the ReCollect product, ReCollect customers tend to have learned what program changes they should make based on the data they're learning from the app.

ReCollect has encountered all kinds of program changes, from introducing an Organics Program, switching to an every other week collection schedule, to changing the local school outreach program or introducing a Curbside Audit. ReCollect Customer Success Managers have a wealth of knowledge to share on learnings about what to avoid, what to expect, what to consider, and want to be an expert invited to the planning stages and help the Agency make great decisions.

4. Final Acceptance -

Final acceptance is mutually defined at the end of each phase of the project and continually advanced throughout the duration of the contract.

B) Training -

We provide administrator training and support from the moment we launch our products. For every new customer, we facilitate a tutorial about behind-the-scenes features and how best to:

- Create events
- Manage and update solid waste calendars
- Create education campaigns

- Create service alerts
- Manage the waste wizard behind the scenes, and
- Manage mobile app content and read reviews
- Analyze dashboard metrics across all products

In addition to our formal training program, customers are welcome to contact us at any time about challenges they experience using ReCollect technology. We support customer development by conducting webinars, writing content, and sharing useful information about waste management and communications right in our very own ReCollect Academy. We have also helped customers apply and win communication awards.

C) Ongoing Support -

All of our service support is directly handled by ReCollect. Our customer team supports both our customers and end-users 12 hours a day (7 am to 7 pm PT), five days a week. ReCollect also provides 24/7 uptime and performance monitoring, and ongoing development to keep improving our products and services. Customers can contact us at any time using our support email and end-users can submit directly from the app. Some end-user requests are appropriate for the city to respond to, for example, missed collection requests. Those, we immediately forward to the appropriate city contact.

ReCollect investigates any technical support requests that are not related to service critical incidents as soon as possible and responds to the customer by the end of the second business day after the request is made with a resolution or confirmation that the request has been forwarded to the appropriate person for resolution.

D) Reports -

Each month, ReCollect automatically generates reports which are emailed to customer administrators. These reports feature a number of key metrics that provide insight into the adoption, uptake and active use of ReCollect.

Our reports are not a superficial treatment that merely provides download statistics. Metrics are deeply integrated for our whole platform. We help you understand what content is popular, how and where you are communicating, how many people are actively using your products week-by-week and many other helpful metrics. Customer administrators can also generate detailed week-by-week breakdown reports at any time by accessing ReCollect admin dashboards. These reports can be exported to Excel with a single click.

ReCollect has a comprehensive dashboard with real-time reports that are available to staff that becomes ReCollect administrators (those with access to make changes to the tools).

This dashboard is available 24 hours a day from work and home. These stats include: Metrics Measured by Each Product:

Collection Calendar -

- How many residents look up their collection schedule
- How many residents sign up for reminders
- The distribution of reminders by type (email vs. SMS vs. iCal, etc...)
- The distribution of reminders by route (are their routes with low or high uptake) and many other stats

Waste Wizard -

- What are the most looked up items over the 14 days, 1 month, 3 months, 6 months and all-time (since launch)
- What are the most looked for items that ARE NOT in the wizard, broken down over the last 14 days, 1 month, 3 months, 6 months and all-time (since launch).
- See most looked-for depots and other stats.

Special Collection -

- How many requests were created?
- How many requests were canceled?
- How many items scheduled for pickup?
- What days are most popular?
- What time of day is most popular by day of the week?
- How many items are requested at a time?
- What are the most popular items, and what are the top items that are canceled?

Waste Sorting Game -

- What materials are most misunderstood and how?

E) Problem Solving -

Should our customer not receive the support required, they are welcome to contact the Director of Customer Success directly or any of the Executive team. In addition, we love feedback and new ideas and will look for ways to incorporate new ideas for

		new features into our product roadmap — the product you see today results in part from the hundreds of conversations we have with customers, existing and prospective, every year.	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Many ReCollect staff and many of our customers are located in the United States. As such we are happy to provide Sourcewell procurement to new customers and current customers looking to renew. Currently, we have 85 active and happy annual customers that utilize ReCollect via our Sourcewell contract within the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Many ReCollect staff and many of our customers are located in Canada. As such we are happy to provide Sourcewell procurement to new customers and current customers looking to renew.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ReCollect products are appropriate for all regions within the United States and Canada. No other cooperative purchasing contracts limit our ability to promote a contract with Sourcewell.	*
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?	ReCollect is willing and capable of serving all Sourcewell participating entity sectors including government, education, and not-for-profit organizations across all of Canada and the USA. We currently serve all of these sectors and regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ReCollect currently provides services within Alaska, Hawaii, and Guam. We are not constrained by geography and no specific contract requirements or restrictions would apply to customers in Hawaii or Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy showcases the success of our customers and aligns our products as tools they leverage to overcome their challenges.</p> <p>Our demand generation programs cover a wide range of areas including, but not limited to success stories, webinars, email marketing, paid advertising (publications, Google AdWords), referral marketing and content marketing.</p> <p>In our marketing collateral, we aim to showcase Sourcewell as a reputable and established partner that helps organizations more easily procure our products.</p> <p>Announcement of Sourcewell Contract - In the event of a Sourcewell contract, ReCollect will send an announcement to all customers and prospects outlining the benefits of working with Sourcewell in a cooperative purchasing arrangement.</p> <p>Collaboration with Sourcewell - We will work with Sourcewell to work on the best language and find best practices, including identifying together the best metrics of success for Sourcewell marketing.</p> <p>Trade Shows - Trade shows are a great way for our sales and marketing team to reach out to prospects, test what works, and identify changes within the industry. At trade shows, we do more than sit behind a booth. Because there are always at least two of us there, one of us will network with customers, chat with industry leaders, and ultimately meet with prospects. When the trade show has ended, we follow up with contacts made to either learn more about their challenges and check in with customers.</p> <ul style="list-style-type: none"> - 3-5 Trade Shows per year - Sourcewell documentation at the booth - Sourcewell mentioned in fact sheet - Sourcewell mentioned in case studies regarding procurement - Market research at trade shows for future messaging <p>Referrals and Testimonials- ReCollect's proudest statistic is our exceptionally high renewal rate. This, coupled with our A+ testimonials, means that we receive many of our new prospects from referrals. We also work with recently launched customers to elicit referrals for nearby prospects. Our products work best when neighboring regions all use them - this constellation strategy has been a successful one for us.</p> <ul style="list-style-type: none"> - Collateral explaining Sourcewell to customers - Collateral for customers to share with neighboring cities and regions about Sourcewell

		<p>Newsletter - Our e-newsletter marketing campaigns are sent to relevant actors in the field. We send different campaigns to different segments of our contacts to either let them know that we're attending a conference near them, tell them about a new product or service or keep in touch if a sale has been put on hold.</p> <ul style="list-style-type: none"> - In our drip campaign, a newsletter to new prospects about procurement and Sourcwell <p>Web Properties - Our web properties are targeted to cities with one goal in mind: to have prospects contact us for more information. We believe that when cities can discuss their challenges with us on their terms, they can learn about the benefits of ReCollect in a way that serves them best.</p> <p>It is important to us that a match be made between what the city needs and what we can provide. Our web copy serves as a fact sheet for what we provide and entices prospects to talk to us about what they need. However, it also serves as a filter for prospects who might be looking for something else. This, coupled with the initial phone call we have with prospects, ensures that prospects are excited to move forward with the sales process.</p> <ul style="list-style-type: none"> - A landing page dedicated to procurement and Sourcwell - Sourcwell logo on our homepage and product pages - Paragraph about Sourcwell in "about" section <p>Renewals - Many of our customers, including hundreds of municipalities, are Sourcwell eligible. Every 36 months we renew with a new deal. ReCollect has a strong track record of customer retention and we expect many of the renewals to be streamlined thanks to Sourcwell. Our plan is to leverage the Sourcwell contract for renewals. Some are already using our tools through our partner, Cascade Engineering, thanks to their Sourcwell contract.</p> <ul style="list-style-type: none"> - A Sourcwell contract gives ReCollect a great reason to return to customers with an easier way to renew - Collateral explaining the benefits of Sourcwell to customers <p>Printed Marketing Materials - ReCollect will produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcwell directory and marketing publications. We will also maintain fact sheets and case studies, and informational materials. For examples of these, please see Appendices A, B, and C. We would be pleased to work with Sourcwell to create more marketing materials as our relationship evolves.</p> <p>Contract Announcements and Advertisements - ReCollect provides a public relations and announcement package to all new customers. In this, we will include language, print, and digital materials about Sourcwell as appropriate.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing strategy focuses on educating our target market. Our blog is regularly updated with industry best practices and important education we learn and share from our customers. Our newsletter, over 13,000 subscribers strong, provides timely industry news, strategies and tips for our target audience.</p> <p>We spend much of our marketing efforts delivering education and building meaningful conversations with Governmental and Educational Institutions via hosted email marketing, hosted webinars, and newsletter.</p> <p>Our web properties and owned media (our website, social media accounts, publisher accounts) are full of information about what we provide and how to contact us. All of our owned media is fully optimized for SEO, usability and the customer experience.</p> <p>In addition to core SEO (keywords, title tags, meta descriptions, alt tags, etc) we utilize metadata extensively across our website (and all properties), fully utilizing rich snippets, the knowledge graph and social metadata.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We do not have any expectation that Sourcewell will be promoting ReCollect or its products. It is our perspective that the responsibility falls upon us to make the most out of our Sourcewell contract.</p> <p>Currently, we promote our active SourceWell contract on all of our web pages and have a dedicated Sourcewell webpage : https://recollect.net/sourcewell/</p> <p>ReCollect is keen to make Sourcewell the primary approach to purchasing ReCollect - asking if a prospect is, or could quickly become, a member is the first question our sales team asks a qualified lead.</p> <p>Critically, our sales team is already trained on how Sourcewell works and has experience discussing it with clients. As a result, it is already integrated into our sales process. A new Sourcewell award would just increase the priority we would assign Sourcewell in our process.</p> <p>In addition, we have been working with our communications and marketing team to create an outreach strategy to our ~13,000 member prospect list - including many prospects in Canada - suggesting that they consider Sourcewell as a vehicle to facilitate procuring ReCollect and other products.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the consultative approach to ReCollect's sales process, our products are not available through an e-procurement ordering process.

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>Training - Training is included as part of all ReCollect products. Specifically, all customers are provided detailed training, guided by ReCollect's skilled customer success staff. Each of our customer success staff has worked in the solid waste industry, many for municipalities, before their roles at ReCollect, so they are acquainted first-hand with the challenges our customers face. In these training sessions, our customers learn to use all of ReCollect's product features. This is a standard launch procedure, and we encourage participation by keeping the training short, engaging, and relevant.</p> <p>ReCollect Academy - Customers are also able to access a large library of resources, such as product announcements, on-demand webinars, success stories, promotional assets, and many more inside the ReCollect Academy. This is a constantly growing resource that is provided to all ReCollect customers.</p> <p>Community of Practice Webinars - ReCollect offers regular "Community of Practice" webinars in which customers learn about best practices when implementing and using ReCollect products, as well as other ways to enhance public education and communications. Customers can also actively participate in these webinars by being a co-host or asking questions, should they choose.</p> <p>All training costs are included within our Success Packages.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>As a software company, ReCollect's entire offering consists exclusively of technological advances to help manage the process of solid waste and recycling communications programs. ReCollect is constantly expanding and growing not only its product offerings but also makes ongoing and consistent upgrades to existing products and features.</p> <p>ReCollect's technology offerings include the following benefits:</p> <ol style="list-style-type: none"> 1. Eliminates the need to print collection calendars by allowing residents to get notifications about their schedules. Residents can custom print a personalized calendar if they need it. 2. Large printed recycling guides are eliminated with ReCollect's Waste Wizard. This database can support a large number of materials, provides detailed information on how to dispose of the materials, and is available anytime, anywhere (with an internet connection). 3. Educational outreach is complemented by the Waste Sorting Game, which tracks gameplay data and provides educators with more information, helping cities focus their resources on other projects. 4. Reduces service issues such as missed collections or broken bins. Issues can be resolved and tracked via web interface or an automated call-in system. 5. Similarly, requests to collect oversized or special collection items no longer require phone calls but are fully online and mobile-enabled. 6. All ReCollect services are hosted on ReCollect's servers and do not require IT resources for installation, to run services, or for ongoing maintenance. 7. ReCollect's team of data experts allows ReCollect tools to connect and to and report back to pre-existing systems, such as call center software. GIS, routing software, and service request systems are just a few of the systems ReCollect has integrated with. 8. Access to information via Voice Assistant devices. Today, ReCollect's Waste Wizard can be configured to be accessed via voice assistance such as Alexa. <p>ReCollect's most important technological advance is that we rapidly improve services and products for clients on a continuous basis. ReCollect deploys new code on a daily basis and security patches, performance improvements and new features regularly. As a result, ReCollect customers receive a steady stream of technological advances.</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>ReCollect Systems is a technology company that combines deep expertise in solid waste and recycling with technology that works for government, education, and not-for-profit organizations. Our team is composed of leaders in public policy, recycling and solid waste communications, behavior change, and technology.</p> <p>Being "green" is our mission. We seek to reduce the environmental footprint of everyday people by increasing recycling and reducing waste and contamination.</p> <p>We also pride ourselves on helping move cities eliminate printed flyers and calendars for residents. To date our tools have prompted numerous clients to forgo flyer-based marketing campaigns, eliminating millions of printed flyers in North America over the past several years.</p> <p>Further, ReCollect has been a digital-first and remote-based company since its inception over eight years ago. Our remote work policies have greatly reduced vehicle travel, printing, and other environmental costs.</p> <p>Finally, our company's "green team" looks for ways to further reduce company waste.</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.	<p>Our company does not have any third-party issued eco-labels, ratings or certifications.</p>

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.	<p>As a Canadian organization, these accreditations are not applicable to ReCollect. However, at ReCollect inclusion is very important, both within our organization and in respect to the products we build.</p> <p>All of our products are built with a focus on digital accessibility. Specifically, we ensure our tools can be accessed by everyone regardless of barriers, such as visual, hearing, motor or cognitive impairments. To facilitate this we focus on compliance with Section 508 of the US Rehabilitation Act (www.section508.gov).</p> <p>Every year ReCollect hires an external auditor to conduct an accessibility review of our products to ensure compliance with section 508. The software development team must then complete all recommended changes to receive a conformance report. This process represents a significant investment by ReCollect and is an expression of our commitment to equitable access to our tools.</p> <p>To this point kindly find attached the following documents:</p> <ol style="list-style-type: none"> 1. ReCollect's Diversity Policy 2. Accessibility Conformance Report
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>When you think of your favorite websites and mobile apps they are almost always consumer-facing. They are beautiful, easy to use, and constantly updated. ReCollect has a record of delighting both our customers and our users by providing this in the municipal/education space. In this way, ReCollect brings the reliability and innovation often found in the consumer tech space to government.</p> <p>ReCollect also brings a level of customer service unheard of in the software space. We are regularly told by customers that we are their favorite vendor. This is in part because our tools work beautifully (all of our development staff come out of silicon valley companies), but it is also because we combine deep expertise in solid waste (all of our customer success staff have worked in local government) and we have a strong vision of where our customers need to get to (our founders includes some of the leading thinkers in the civic tech space - see David Eaves, who lectures at the Kennedy School of Government at Harvard University on technology and government).</p> <p>Finally, ReCollect is unique in that it is one of the few players in the technology space that put our customers, their rights as data owners, and their reputation, before ourselves. It is for this reason that every government agency that procures tools from ReCollect owns their own brand and information associated with their unique service. Local residents can trust that the information within the application is accurate when it comes from the city or county itself. ReCollect isn't trying to disintermediate the relationship between city and citizen; our tools are helping make it stronger.</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?	<p>Yes, our warranties cover all products, parts, and labor. Our warranties impose no usage restrictions or other limitations. The following is an excerpt from our service agreement in respect to ReCollect's warranty:</p> <ul style="list-style-type: none"> - ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the ReCollect Services is otherwise unavailable. - ReCollect shall grant the Licensee one month of free service should the Service experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Licensee 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month. <p>ReCollect's complete Standard Software Service Agreement (including all warranty details) has been uploaded to the warranty section of this submission.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties impose no usage restrictions or other limitations.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, ReCollect's warranties cover the expense of technicians. This is especially the case because we are an in-house hosted solution and do not require travel for repair or upkeep.
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?	ReCollect can service all geographic regions within North America, with no restrictions. All services are provided virtually via telephone and internet.
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?	ReCollect's warranty is exclusive to the products sold by ReCollect Systems Inc.
47	What are your proposed exchange and return programs and policies?	<p>Exchanges are handled on a case by case basis and we treat all returns based on the termination language outlined in the Software Service Agreement.</p> <p>Our default language allows for the termination of the agreement at the expiration. Alternatively, either party may terminate the agreement, if the other party materially breaches this Agreement and such breach:</p> <ol style="list-style-type: none"> 1: is incapable of cure; or 2: being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. <p>ReCollect's complete Software Service Agreement (including all termination details) has been uploaded to the warranty section of this submission.</p>
48	Describe any service contract options for the items included in your proposal.	<p>All customer success, customer service, technical support, and resident support costs are included in the cost of ReCollect's software as a service products (all products in this proposal).</p> <p>We are open to modifying part of any service contract should the need arise.</p>

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 are Net 30 with annual invoicing; however, we are flexible with these terms depending on customer requests.
50	Describe any leasing or financing options available for use by educational or governmental entities.	ReCollect's standard financing practice is to invoice annually although we are flexible and can accommodate requests for alternative invoicing schedules.
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.	<p>All orders are directly processed by ReCollect. An order will be documented via ReCollect's Standard Service Agreement which will reference ReCollect's Sourcwell contract and applicable terms and conditions.</p> <p>The order will be considered complete upon joint signature of the Service Agreement. All agreements that have been executed via Sourcwell will be tracked through ReCollect Customer Relations Management (CRM) Software. We report sales quarterly to our executive team and will be able to replicate data for Sourcwell.</p>
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?	Yes, we accept P-card procurement and payment processes.

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.	<p>Kindly find a detailed SKU-based price list as a PDF and .xlsx file uploaded to the pricing upload section. This price list shows list price and Sourcwell preferred pricing for all products included as part of this RFP submission.</p> <p>ReCollect's main product offerings are structured as Software as a Service(SaaS) which bases pricing around all-inclusive subscription fees. We include service, support, maintenance, language localizations, and update costs into one single and consistent annual cost. The attached list pricing is population-based and structured around a 12-month agreement. Sourcwell pricing is discounted by 5%.</p> <p>Further, Sourcwell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time. Kindly see attached Spreadsheet.</p> <p>All ReCollect products require the purchase of our essential success product. We are pleased to waive the fee for this product for all Sourcwell members. As such, the Hotlist discount for the Essential Success package is 100%.</p> <p>We are comfortable providing significant discounts due to the efficiencies found working via Sourcwell. This will result in significant savings for Sourcwell members and will maintain both the value of our product and the sustainability of our pricing model.</p>

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.	Sourcewell's discount presented in this response reflects between a 10% to 35% discount. These discounts will include a standard 5% product discount, waived fees for ReCollect's Essential Success package, and bundled discounts that can range between 10% and 20%. These significant Sourcewell member discounts reflect the procurement cost savings associated with ReCollect's customer acquisition cycle, as well as a strategic financial incentive for customers to use Sourcewell's cooperative purchasing agreement.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, a 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time.
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.	ReCollect will quote "sourced" products on a case-by-case basis if and when it is mutually beneficial to the Sourcewell member and ReCollect.
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.	There are NO additional charges associated with ReCollect products and services.
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.	ReCollect's products are provided as Software as a Service. We host our products on internet servers and therefore there are no shipping and delivery program. Training is provided via the web and phone.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no different shipping or delivery procedure for territories outside of the Continental USA.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software as a Service is an increasingly popular delivery method for software products. Instead of buying and installing a software product using a compact disk or a visiting company representative, the customer subscribes to a service via the internet. This offers a number of advantages to the customer. - Updates and improvements to the service are continually made throughout the year. The customer never has to re-install the software to receive the updates. - Our customer support exceeds expectations thanks to our constant up-time and network availability. - Any installation cost is waived and included in the annual subscription fee. - All iOS and Android updates (an inevitability with mobile applications) are accounted for as they happen. The software will never be left behind.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	<p>ReCollect will retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from us under the awarded contract. ReCollect's customer relationship management system (CRM) tracks the contracting vehicle for all contracts the company closes. This field is required to be completed for the CRM to process an order. As a result, the sales team must mark if a deal is leveraging the Sourcewell in order to complete their process.</p> <p>Once a deal is marked as leveraging Sourcewell and is closed, this triggers the creation of both:</p> <p>a) an automatic notification for our finance team, and</p> <p>b) a to-do for a member of the finance team at the end of each quarter to confirm the deal with ReCollect's Sourcewell contact.</p> <p>These two items ensure that this process provides us with an audit trail so we can review all new deals, submit an accurate report and payment to Sourcewell at the end of each quarter.</p>
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.)	ReCollect would pay Sourcewell an administrative fee of 3% of the value of any contract it reaches with a member who procures via our shared cooperative purchasing agreement.

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>Below is a high-level overview of our products. Detailed information is included in the Product Portfolio attached as an extra document to this submission.</p> <p>Collection Calendar (SWR-PRD-CAL-STD) Allows people to view their collection schedule online, and subscribe to email, phone, Twitter or text message collection day reminders. Residents can also print or add the calendar to their personal digital calendars. Your department can send messages to residents to help them recycle right or to notify of a collection delay. The Collection Calendar can be used on its own, or integrated with ReCollect's Waste Wizard. Like all our products, it is available on the web in a mobile-responsive format, and in a mobile app.</p> <p>Event Calendar (SWR-PRD-CAL-EVT) People can see upcoming events at locations, such as Household Hazardous Waste drop-off events. People can also get reminders of upcoming events, get notified of any cancellations or long lines at events, and view important information, such as changes to location hours or any other relevant information.</p> <p>Waste Wizard (SWR-PRD-WIZ-STD) The Waste Wizard tells residents what goes in what bin. This directory has the best-in-class search tool with predictive search and synonym detection. All the information in the directory represents local guidance, including maps to local depots. As with all our products, the analytics from this tool help in communication efforts.</p> <p>Multi-Community Waste Wizard (SWR-PRD-WIZ-MUL) The Multi-Community Waste Wizard has the same functionality as our Waste Wizard but allows for different rules between more than one community.</p> <p>Special Collection (SWR-PRD-COL-STD) Residents can request for large or other special items to be collected. They communicate directly with the city to schedule a time, learn about requirements, and if mandated, pay the city, through this application. We integrate with all leading scheduling and routing systems. If you don't have a system for scheduling collections, we can provide that too. Like our other tools, the Special Collection app</p>

		<p>integrates with all other city ticketing software.</p> <p>Appointment Scheduler (SWR-PRD-APT-STD) Residents can schedule an appointment time for a depot event, typically household hazardous waste or electronics disposal events. Appointments can be restricted to specific addresses, by the number of appointments per day, and other useful restrictions. All requests can be downloaded in a report and are viewable inside the admin dashboard, allowing for easy resource management for the appointment windows.</p> <p>Curbside Audit Tool (SWR-PRD-CAT-STD) Cities are able to conduct visual waste audits in the field through a staff-only mobile portal. Field workers can measure things such as contamination levels, program participation, or the number of bags/bins out. All data is sent back to the dashboard in real-time allowing for progress monitoring.</p> <p>Waste Sorting Game (SWR-PRD-GAM-STD) The Waste Sorting Game teaches residents how to recycle right locally. All the graphics including the city background, the bins, the branding, and the depot names are made for your city. As with all our tools, it is available on all modern browsers both on desktop computers and mobile phones.</p> <p>Online Payments (SWR-PRD-PAY-STD) An online store appears directly on ReCollect web and mobile apps. People can place select items or services from a list, pay for them online, and receive a confirmation email.</p> <p>Platform: Website Tool (SWR-OPT-WEB-STD) All of our tools are available for your city website. They are easy to place as part of your recycling web pages and even your Facebook page. When you subscribe to any of the four tools listed above, you will receive two lines of code to place in your design. When it's launched, the web app will match your organization's style and brand. Residents will see a cohesive, city-owned web page.</p> <p>Platform: Mobile App (SWR-OPT-MOB-STD) This mobile app can have any combination of the tools above, and will belong entirely to your city. When your residents search for your city's recycling app in their app store, they will be able to download it for free. If your city has an app, our tools can integrate with what you have. Either way, your residents will be using an entirely city-branded service.</p> <p>Text Messaging (1,000 Subscribers) (SWR-OPT-SMS-B1K) People can receive reminders and alerts via text messages. ReCollect's text messaging service complies with telecommunication industry anti-spam regulations.</p> <p>Voice Assistant (Alexa) (SWR-OPT-VOI-STD) Residents can ask Alexa to look up how to dispose of items after a skill name is enabled. People are provided spoken recycling instructions that are short and optimized for the voice assistant.</p> <p>Success Packages (SCS-PKG-ESS, SCS-PKG-ENH, SCS-PKG-PLA) ReCollect provides three tiers of packages depending on a customer's support and other needs. The first tier includes 20 ReCollect staff hours per year, the middle tier includes 60 hours of work, and the top tier includes 80 hours of work. Additionally, most requests are completed within 15 business days for the first and middle tiers, and 4 business days for the top tier. The top tier also includes one integration with a third party platform, such as a ticketing system.</p> <p>Data Transformation Services (SCS-PKG-DTS) ReCollect provides an additional service that can help transform calendar address data for customers that need more help to use their data with ReCollect's tools. This service provides data cleansing, formatting, merging, and includes up to 15 hours of work to set up an automated connector for data transfer.</p> <p>Premium Languages (LNG-PRM-FRE, LNG-PRM-SPA) All public-facing products are automatically translated into Spanish or French by multi-lingual human translators.</p> <p>Attached under Additional Documents is our Product Portfolio that highlights the details of all of our products within the Sourcewell catalog.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable. (None)

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	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Residential-sized refuse and recycling containers. Further, the Waste Sorting Game (SWR-PRD-GAM-STD) game-ifies proper disposal in Residential-sized refuse and recycling containers for recycling education of children and adults.
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	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts. Further, ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests.
68	Lift and tipping solutions for stationary carts and dumpsters	<input checked="" type="radio"/> Yes <input type="radio"/> No	ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests while our Waste Wizard tool (SWR-PRD-WIZ-STD) provides guidance on the type of materials that may be disposed of in stationary carts and dumpsters.
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	ReCollect Systems is a technology provider by definition. All of our products have been built with the focus of providing technology solutions related to the management, planning, communications and collection of refuse and recycling materials.

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.	<p>We rely heavily upon metrics of success to maintain our contracts, it is measurable evidence they are receiving value. We have a 99%+ customer retention rate, which we attribute some of this success to our ability to prove value through metrics. We have metrics based on specific products, as indicators of adoption and user satisfaction, for example:</p> <ol style="list-style-type: none"> 1. Total Number of Mobile Downloads 2. App Ratings and Reviews from the Google and Apple stores 3. Total Number of Collection Day Reminders, by Reminder Type 4. Total Number of Waste Wizard Views <p>All are measured as a total number, as a percentage of total households, are charted over time, and are benchmarked against like communities.</p>

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.	<p>We only keep data that is necessary to provide our service. We do not share data with any third parties.</p> <p>We collect and store customer data only as required. All user data is owned by the user, not by ReCollect. Thus, the user and customer have the right to their own data, even if it is created by ReCollect within ReCollect products.</p> <p>Please see the following excerpt of our privacy policy (https://policy.recollect.net/privacy):</p> <p>"Information that is gathered from visitors - In common with other websites, log files are stored on web servers, saving details such as the visitor's IP address, browser type, referring page and time of visit. For reminders, the subscriber's contact information, location and contact details will be stored on a server.</p> <p>How the information is used - The ReCollect service is operated by ReCollect Systems Inc. You are not obligated to provide any personal information in order to use the service. Any information submitted is used to provide the reminder service and to enhance the subscriber's experience when using the website by displaying personalized content. Email addresses will not be sold, rented or leased to third parties. Email may be sent to inform you of news of related services offered by our clients.</p> <p>Where the information is stored - All personal information collected for the purposes of ReCollect reminders is transmitted securely and only stored on ReCollect Systems Inc. servers, which are located in secure data centers in the United States of America. Information will be accessed only by ReCollect Systems Inc. or by employees or agents of ReCollect Systems Inc. and only for the purposes described above.</p> <p>Third-party policies - ReCollect uses services provided by Google Inc. ("Google"). The Google Maps API may be used to help find addresses and is used to display maps and calculate directions and distances to certain locations. ReCollect does not transmit contact information to Google (e.g. phone numbers, emails), but addresses entered into ReCollect may be used by Google services to perform location queries. Please review Google's Privacy Policy in order to understand how Google uses the data it collects.</p> <p>Data Ownership - ReCollect customers own their own data. Our legal agreements always place ownership of the operational and collected resident information with the customer.</p> <p>Data Retention - By default, ReCollect adopts an aggressive 90-day policy on data retention. ReCollect deletes any Personal or Operational data that is no longer in use after 90 days, and deletes Exhaust Data retained for auditing and debugging after 90 days. We are open to modifying the above to meet any additional City requirements.</p> <p>ReCollect is prepared to comply with any requests for custom data exports. These can be made by city administrators directly through the administrative dashboard or by ReCollect staff upon request."</p>
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72	Explain your organization's approach to data protection and access.	<p>Only ReCollect's Operations Staff has access to the data. They follow processes to ensure that all data is transmitted between systems securely, all ReCollect servers are updated and secured, and that automated testing processes protect against unauthorized access of sensitive data.</p> <p>ReCollect web services use HTTPS at all times. Passwords are stored in an encrypted form, using a salted bcrypt method. Cookies are secured using HMAC SHA1.</p> <p>ReCollect commits to directly contacting the designated officers/staff (such as a security officer) if it is determined and discovered that we have experienced a data breach. There is default language in our subscription agreement committing us to this.</p> <p>Based on independent assessment, ReCollect Systems Inc. is the only company in our market to have a robust security infrastructure. ReCollect receives an A+ grade from SSL Labs (https://www.ssllabs.com). This grade indicates that ReCollect protects its users against known security issues including recent well-documented risks (e.g.: Heartbleed, BEAST, etc.).</p> <p>ReCollect uses Cloud Computing environments from Amazon Web Services. As such, Our Security and Privacy Policy requires that any computer hardware owned by ReCollect use Full Disk encryption, any data transmitted must be over a secure TLS connection, Anti-Theft monitoring systems must be used, and our processes to decommission hardware requires us to wipe hard drives in accordance with our policies.</p> <p>We are highly aware of sensitivities around ownership of and access to data and will never share user (residents or city) data with any third parties, such as advertisers.</p>
73	Describe how your offering encourages increased participation in recycling and diversion programs.	<p>ReCollect's products are centered around improving participation in recycling and diversion programs. ReCollect's tools increase diversion by enabling our customers to provide education and outreach that includes relevant and timely information about 'what goes where'. In addition, ReCollect's tools help our customers reduce contamination by first harnessing the power of the data we collect about what items their residents frequently sort incorrectly. Our clients then use that data to create targeted communications campaigns to educate residents about the appropriate behavior. A wonderful example of success can be found in Kirkland Missouri where the city's contamination rate went from 15% to 6% after deploying ReCollect's tools.</p> <p>In short, by driving participation in recycling and diversion programs ReCollect's products help keep recyclable and dangerous goods out of the landfill by keeping residents educated, engaged and informed.</p>
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	<p>Yes, ReCollect's platform includes responsive web-based tools that embed in websites and also provide custom branded native Android / iPhone Apps.</p>
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.	<p>ReCollect's design practices focus on digital integrated solutions that provide a simple, easy-to-use interaction.</p> <p>ReCollect's user experience experts are constantly monitoring how ReCollect's tools are being used and crafting both new features and improving existing features to improve ease of use and drive participation in recycling and diversion programs. This work also increases the longevity of the service as ReCollect releases these features in an ongoing manner, adding hundreds of improvements to the product every year.</p> <p>In addition, ReCollect conducts accessibility audits - to ensure everyone can use our tools regardless of ability - every year. ReCollect is the only fully accessibility compliant solution in the marketplace. Through this emphasis on creating integrated and accessible solutions, ReCollect's customers are able to transition away from the expensive and onerous process of printing and mailing calendars, resulting in reduced life cycle costs for education and outreach.</p>

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

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 April 13, 2021 16:10:45
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday April 13, 2021 16:17:10
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE or Related Certificates.zip - Tuesday April 13, 2021 16:18:07
- [Warranty Information](#) - Warranty Information - Sourcewell2021_SSA_Template.pdf - Tuesday April 13, 2021 16:18:50
- [Pricing](#) - Pricing.zip - Wednesday April 14, 2021 14:17:23
- [Upload Additional Document](#) - ReCollect_Product_Portfolio-Sourcewell_2021.pdf - Tuesday April 13, 2021 16:21:31

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. - Andrew Rifkin, VP of Sales and Marketing , ReCollect Systems 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_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

Bid Number: RFP 041521

Vendor Name: ReCollect Systems Inc.



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Rescind Lease and Concession Services Agreement with Sports Facilities Food & Beverage Tennessee, LLC established February 7, 2023 and as amended June 28, 2023, approve a new Lease and Concession Services Agreement with the same entity enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Event-related alcohol sales at the Landing

Background: Tennessee ABC determined that even with the amended terms from June 2023, the agreement could still not be approved.

Findings/Current Activity:

This amendment again firmly establishes a clear rent/lease arrangement with Sports Facilities Food & Beverage for the sale of alcohol, but the rent is reduced in exchange for not reimbursing for cost of goods sold. The intent is to further separate the city from the appearance of a share in any profit. It is anticipated that the related rent will be reevaluated prior to subsequent terms.

Financial Impact:

None.

Action options/Recommendations:

Staff recommends approval.

Attachment: Lease and Concession Services Agreement

LEASE AND CONCESSION SERVICES AGREEMENT

THIS LEASE AND CONCESSION SERVICES AGREEMENT (the "Agreement") with an Effective Date of the **5th day of September, 2023** (the "Effective Date"), and entered into by and between the City of Morristown, a Tennessee municipality, (the "Owner") and Sports Facilities Food & Beverage Tennessee, LLC, a Florida limited liability company registered as a foreign limited liability company doing business in Tennessee (the "Concessionaire", and together with "Owner", the "Parties" or singularly the "Party").

RECITALS

WHEREAS, Owner owns and operates a sports, parks and recreation complex known as the Morristown Landing and Events, located at 4355 Durham Landing in Morristown, Tennessee (the "Facility"); and

WHEREAS, Owner and the Concessionaire wish to enter into this Agreement to lease a portion of the Facility for Concessionaire **to procure, serve and sell alcoholic beverages** (the "Concession Services") at the Facility.

NOW THEREFORE, in consideration of the foregoing and in exchange of mutual promises and consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

LEASE OF PREMISES

1.1 On the terms and subject to the conditions described in this Agreement, Owner hereby leases to Concessionaire, and Tenant hereby leases from Owner, approximately Two Thousand Four Hundred Ninety-One (2,491) rentable square feet of space in the Morristown Landing building located at 4355 Durham Landing in Morristown, Tennessee ("Facility") as is more particularly depicted and identified in the highlighted portion of the floor plan attached hereto as Exhibit "A" (the space is hereinafter referred to as the "Leased Premises"). Wherever used in this Agreement, the term "Leased Premises" shall include the use of and access to agreed upon common or public areas and facilities, corridors, lobbies, elevators, restrooms, stairways, sidewalks, driveways, parking areas

and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Facility or adjoining or proximate to the Facility (collectively, “Common Areas”).

ARTICLE 2

CONCESSION SERVICES

2.1 Rights Granted. Subject to the terms and conditions of this Agreement, the Concessionaire shall have the right to use the Facility **to procure, serve and sell alcoholic beverages (collectively the "Alcoholic Beverages")**. The Concessionaire shall be the exclusive provider of the Concession Services, as defined in greater detail below, at the Facility during the Term of this Agreement.

2.2 Limitation on Rights. The Concessionaire shall not have any rights for the sale of food or any other items other than the Alcoholic Beverages, unless when specifically agreed upon by the parties in a separate written agreement.

2.3 Lease and License Granted. This Agreement is a lease and use license to the Concessionaire to provide Alcoholic Beverages at the Facility upon the terms and conditions provided in this Agreement and shall enable the Concessionaire, as needed, to obtain any licenses and/or permits required by the Tennessee Alcoholic Beverage Commission and the City of Morristown for service of alcoholic beverages at the Facility.

2.4 General Purpose of Operations. The Concessionaire agrees that it shall provide its Concession Services at the Facility in compliance with all federal, state and local laws, including but not limited to, all Tennessee Alcoholic Beverage Commission rules and regulations, and the City of Morristown Beer Ordinance.

2.5 Concession Services. Concession Services shall include, in addition to the other provisions herein, (i) the sale and serving of Alcohol Beverages in compliance with applicable federal, state and local law, (ii) the providing of appropriate cups and glasses, napkins, stir sticks and other ancillary items necessary to provide the Concession Services; (iii) the checking of proper identification at the point of service or point of sale; and (iv) setup and takedown of points of service and sale.

ARTICLE 3

TERM

3.1 Commencement and Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2024 (the "Term"), unless extended or terminated as provided herein.

3.2 Options to Extend. The Term of this Agreement shall automatically renew for additional one (1) year terms thereafter unless and until either of the Parties provides the other with written request no later than sixty (60) days prior to the expiration of the then-current Term. Each successive extension shall be on the same terms and conditions (including notice requirements) set forth herein. Nothing in this section shall prevent termination of the agreement as provided by Article 9, herein.

ARTICLE 4

FINANCIAL CONSIDERATION

4.1 Financial Consideration. Concessionaire shall pay to Owner Two-Hundred, Fifty Dollars (\$250) per month as rent for use of the leased premises. This amount is due and payable to and must be postmarked, hand delivered or electronically transferred to Owner by the first day of each month.

ARTICLE 5

PERFORMANCE OF THE CONCESSION SERVICES

5.1 Level of Service. The Concessionaire shall perform the Concession Services at the highest levels of quality and competence comparable to other concession service providers for comparable facilities.

5.2 Employee Training. The Concessionaire agrees that it shall continuously train and monitor service personnel regarding cleanliness, safety, courtesy, avoiding over-serving, service expected of a first-class concession service and service in compliance with applicable law for the serving of Alcoholic Beverages.

5.3 The Concessionaire's Sales Activities. Concession Services shall be provided in a pleasant and dignified manner and the Concessionaire, its service personnel and agents shall use no pressure, coercion or persuasion in an attempt to influence the purchase of the Alcoholic Beverages at the Facility.

5.4 Storage. Storage of Alcoholic Beverages shall be permitted only in designated locations approved by Owner. Concessionaire shall have exclusive access to the location

of all stored alcohol/inventory prior to and after each Event, and at such other time on an "as needed" basis and Owner is not to inspect inventory or otherwise access the storage area without the Concessionaire being present.

5.5 Safety. The Concessionaire must conduct all of its operations at the Facility in a safe manner necessary for the safety of service personnel, patrons, or licensees, and the protection of the Facility.

5.6 Utilities. Owner is responsible for providing all power and other utility services in order that the Concessionaire can perform its obligation under this Agreement. Owner shall, at their own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. All connections for necessary utility services on the premises shall be made in the name of Owner, and they alone shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, Internet and telephone services.

5.7 Records. The Concessionaire shall retain financial records of the enterprise, including all expenses and revenues together with event-based information and inventory data and shall make the same available for inspection by the Owner no less frequently than monthly.

ARTICLE 6

PRICES

6.1 Price Schedule and Service Charges. The Concessionaire shall disclose its price schedule for all Alcoholic Beverages and any service charges it proposes to impose on certain types of Concession Services within the Facility. Owner recognizes prices are subject to change to reflect current market conditions.

ARTICLE 7

RECORDS, ACCOUNTING AND TAXES

7.1 The Concessionaire shall be responsible for all accounting records and documents regarding the sale of Alcoholic Beverages at the Facility throughout the Term, all in accordance with generally accepted accounting principles and applicable law.

7.2 Inventory of Alcoholic Beverages. The Concessionaire shall maintain an inventory of all Alcoholic Beverages stored at the Facility.

7.3 Taxes. The Concessionaire shall collect and promptly pay all sales, transaction, privilege, license, excise or similar taxes imposed by federal, state and local

authorities (the "Taxes") and shall pay any applicable Taxes relating to the Concession Services. The Concessionaire shall fully indemnify and defend the City of Morristown, Sports Facilities Management, LLC and MCC SFM, LLC from and against all liabilities for Taxes relating to the Concession Services.

ARTICLE 8

LIABILITY, INDEMNITY AND INSURANCE

8.1 Liquor Law Liability Insurance. Concessionaire shall maintain appropriate liquor law liability coverage with a minimum coverage of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis. The Concessionaire shall hold harmless the Owner, its members/managers and all Owner's officers, directors, employees from liability. The Concessionaire shall provide Owner with a Certificate of Insurance showing the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The Concessionaire will also procure and maintain a Comprehensive General Liability Insurance Policy and a workers' compensation insurance policy during the full term of this Agreement. This insurance policy will insure Concessionaire for any claim brought against the Company, resulting from Concessionaire's use of the Facility. The insurance policy shall name the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The insurance policy shall have limits of not less than \$1,000,000 per occurrence for injury or death. The insurance policy shall provide that before any cancellation or reduction in coverage, the insurance company will give Owner at least thirty (30) days prior written notice. Before this Agreement goes into effect, Concessionaire will deliver to Owner a Certificate of Insurance satisfactory to Owner.

8.2 Inspection of Insurance. Concessionaire agrees to permit Owner at all reasonable times to inspect the policies of insurance required by this Agreement.

8.3 Indemnification. Concessionaire agrees to indemnify and hold the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasioned in whole or in part from the serving of Alcoholic Beverages contrary to the terms of this Agreement; and (ii) by any act or omission of Concessionaire, which shall include but not be limited to Concessionaire, its agents, contractors, servants, employees, invitees and guests (ii) the use of the Facility and Common Areas by the Concessionaire and conduct of Concessionaire's business at the Facility, or any other activity, work or thing done or permitted by the Concessionaire, in or about the Facility or elsewhere on the Morristown Landing and Events; and/or (iii) any default by Concessionaire of any obligations on Concessionaire's part to be performed under the terms of this Agreement. In case any

action or proceeding is brought against the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC by reason of any such Indemnified Claims, Concessionaire, upon notice from Owner, shall defend the same at Concessionaire's expense. Concessionaire's indemnification obligation under this Agreement shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9

TERMINATION

9.1 Termination. Termination of this contract should be used as a last resort. Both parties will professionally communicate on issues between the parties and attempt to solve any issues before resulting to the termination of this agreement. Notwithstanding, Owner may terminate this Agreement by giving Concessionaire, one hundred twenty (120) days' notice of its intention to terminate, if Owner determines that it is in the best interest of the Facility or the Owner, to prohibit the sale of alcoholic beverages at the Facility. The Concessionaire may terminate this Agreement for any reason by giving Owner ninety (90) days' notice of its intent to terminate.

ARTICLE 10

ALCOHOLIC BEVERAGES

10.1 Alcoholic Beverage Licenses. In performing under this Agreement, the Concessionaire shall obtain all required licenses and permits ("AB License") necessary for the sale of Alcoholic Beverages at the Facility, and keep them in good standing at all times during the Term hereof. Owner shall cooperate with and assist the Concessionaire in obtaining any Alcoholic Beverage License required for service of alcoholic beverages at the Facility.

10.2 The Concessionaire's Responsibilities. The Concessionaire shall comply with all applicable laws, ordinances and codes regarding the sale, use or provision of Alcoholic Beverages at the Facility.

ARTICLE 11

EXCULPATION

11.1 Anything in this Agreement to the contrary notwithstanding, Concessionaire agrees that it shall look solely to the profits from Events for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the

event of any default or breach by Owner with respect to any of the terms, covenants, and conditions of this Agreement to be observed or performed by Owner , and no other property or assets of the Owner shall be subject to levy, execution or other procedures for the satisfaction of Concessionaire's remedies.

ARTICLE 12

MISCELLANEOUS

12.1 Modification. No agreement to modify, or modification of, this Agreement shall be binding on the Parties unless the same is reduced to writing and executed by both of the Parties.

12.2 Independent Contractor. The Concessionaire shall be an independent contractor and nothing contained within this Agreement shall be construed to create a joint venture, partnership or an employer/employee relationship by and between Owner and the Concessionaire.

12.3 Notices. All notices and other communications pursuant to this Agreement shall be in writing to the Owner or to the Concessionaire, and shall be deemed properly given if sent by personal delivery, by certified United States mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service with proof of delivery retained, addressed as follows:

The Owner:

City of Morristown
100 W First North Street
Morristown, TN 37814

With a copy to:

The Concessionaire:

Sports Facilities Food & Beverage
Tennessee, LLC
600 Cleveland Street, Suite 910
Clearwater FL 33755

Bruce Rector
General Counsel
Sports Facilities Food &
Beverage Tennessee, LLC
600 Cleveland Street, Suite 910
Clearwater FL 33755

12.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will, nevertheless, remain in full force and effect in accordance with its terms (other than the unenforceable provision, which shall be deemed stricken).

12.5 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

12.6 Construction. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement and shall not be used to construe or interpret any of its provisions. The Parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

12.7 Expenses of Transaction: Reliance on Advisors. Each Party hereto shall pay its and its representatives fees, expenses and disbursements incurred in connection with this Agreement. Each Party represents and warrants to the other Party that it has relied on its own advisors for all legal, accounting, financial, tax or other advice whatsoever in connection with this Agreement and the transactions contemplated hereby.

12.8 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with, and pursuant to, the laws of the State of Tennessee. Any action to enforce the provisions of this Agreement shall be in the Circuit or Chancery Court of Hamblen County, Tennessee.

12.9 Counterparts. This Agreement may be executed in two (2) or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“OWNER”

City of Morristown

BY

“CONCESSIONAIRE”

SPORTS FACILITIES FOOD &
BEVERAGE TENNESSEE, LLC

BY

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP



Date: August 28, 2023

Subject: LAMTPO CPG Contract

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) received the FFY2024-2025 Consolidated Block Grant (CPG) contract. Federal portion is 80%, State Match is 5%, and the local match is 15%. This contract is effective from October 1, 2023 to September 30, 2025.

	Federal (0.8)	State (0.05)	Local (0.15)	Total
FFY2024	\$394,088.00	\$24,631.00	\$73,891.50	\$492,610.00
FFY2025	\$59,113.00	\$3,695.00	\$11,083.69	\$73,891.25
totals	\$453,201.00	\$28,326.00	\$84,975.19	\$566,501.25

The total State amount is \$28,326.00. The total Federal amount is \$453,201.00. while the local match is \$84,975.19. The total amount is \$566,501.25. This grant contract pays for salary and benefits of the MTPO Coordinator, as well as any type of planning studies, such as a corridor study or long range transportation plan (LRTP).

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor. The LAMTPO Executive Board members had given their approval of the contract. LAMTPO staff recommends approving the contract as submitted.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2025	Agency Tracking # 40100-51090	Edison ID 80261		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: CFDA #20.205			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Transportation Planning & Coordination Activities as Assigned in the Unified Planning Work Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	24,631.00	394,088.00			418,719.00
2025	3,695.00	59,113.00			62,808.00
TOTAL:	28,326.00	453,201.00			481,527.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Each MPO received a base allocation each year. After the base amount is subtracted from the total received from the Federal Highway Administration (FHWA), the remaining funds are distributed to each MPO on a percentage basis, based on their share of the most current Census Urbanized Area Population data for all MPO areas in the State of Tennessee.			
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)			

**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 transportation planning and coordination activities, 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. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Unified Planning Work Program (UPWP) as endorsed by the Metropolitan Planning Organization (MPO) and approved by the U.S. Department of Transportation, Federal Highway Administration (FHWA). The UPWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be performed, the schedule for completing work, and the resulting products.
- 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.below);
 - b. the Grantee's Unified Planning Work Program incorporated by reference to elaborate supplementary scope of service specifications.
- A.4. Incorporation of a Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Eighty-One Thousand Five Hundred Twenty-Seven Dollars and Zero Cents (\$481,527.00) ("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 than sixty (60) days after each fiscal quarter end unless a written extension has been approved by TDOT's Long Range Planning Division, with all necessary supporting documentation, and present such to:

LRP.Invoices@tn.gov or

TN Department of Transportation
Long Range Planning Division
James K. Polk Building
505 Deaderick Street, 9th Floor
Nashville, TN 37243

- 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, Long Range Planning 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.

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 ninety (90) 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:

Stacy Morrison, Manager, Office of Community Transportation
Tennessee Department of Transportation
505 Deaderick Street, 9th Floor
Nashville, TN 37243
stacy.morrison@tn.gov
Telephone #: 615-532-3456

The Grantee:

Rich DesGroseilliers, Transportation Planning Coordinator
Lakeway Area Metropolitan Transportation Planning Organization
PO Box 1499
Morristown, TN 37814
richd@mymorristown.com
Telephone #: 423-581-6277
FAX #: 423-585-4679

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.
- 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).
- 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E. 3. 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.4. 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. 5. Additional Federal Highway Administration Requirements. In addition to the requirements found in other sections of this Grant Contract, the Grantee shall become familiar with, and shall at all times comply with and observe, when appropriate, the provisions of 23 CFR Part 420.121.
- 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.
- E.7. 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.8. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant Contract shall become the property of the State and shall be provided to the State upon request.
- E. 9. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant Contract, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:
This report was prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.
- E. 10. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.
- E.11. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific Unified Planning Work Program task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the Unified Planning Work Program. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant Contract and withholding of payment until the report(s) has been completed.

- E.12. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing by the State and shall be subject to prior approval by the FHWA.
- E.13. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR 26 apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION

HOWARD H. ELEY, COMMISSIONER

DATE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Morristown
Subrecipient's Unique Entity Identifier (SAM)	131842911
Federal Award Identification Number (FAIN)	
Federal award date	October 1, 2023
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.205 Highway Planning and Construction
Grant contract's begin date	October 1, 2023
Grant contract's end date	September 30, 2025
Amount of federal funds obligated by this grant contract	453,201.00
Total amount of federal funds obligated to the subrecipient	453,201.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	453,201.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Pam Kordenbrock Division Administrator Administration Tennessee 615-781-5770
Name of pass-through entity	State of Tennessee, Department of Transportation – Long Range Planning Division
Name and contact information for the pass-through entity awarding official	Stacy Morrison, Manager, Office of Community Transportation Tennessee Department of Transportation 505 Deaderick Street Nashville, TN 37243-0334 stacy.morrison@tn.gov 615-532-3456
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)	

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: October 1, 2023		END: September 30, 2025		
TOTAL UPWP AUTHORIZATION	FEDERAL SHARE (80%)	STATE SHARE (5%)	GRANTEE SHARE (15%)	TOTAL
566,502.00	453,201.00	28,326.00	84,975.00	566,502.00

ATTACHMENT THREE

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☒ City of Morristown is subject to an audit for fiscal year 2024.
- ☐ City of Morristown is not subject to an audit for fiscal year 2024.

Grantee's Edison Vendor ID Number: 4108

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a. \$1,457,100
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$739,233
Non-federal funds received directly from the State of Tennessee	\$3,333,605

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: Mayor Gary Chesney
Address: 100 W 1st N St, Morristown, TN 37814
Phone number: 423-581-0100
Email address: gchesney@mymorristown.com

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



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 2, 2023	End Date March 7, 2028	Agency Tracking # 33501-2425180	Edison ID Non-Edison Contract 77833-114		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 0000004108		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
<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)			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of Morristown, hereinafter referred to as the "Grantee", is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004108

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 Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years; or
 - ii. a law enforcement officer who has not been POST certified in Tennessee in the previous seven (7) years and who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible

Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 2, 2023 ("Effective Date") and ending on March 7, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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 Thousand dollars (\$200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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. Periodic Advance Payment. 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. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000
Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000

- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

- a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Grantee Name.
 - (2) Name and Signature of the Grantee's Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
- (1) Any claim 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 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.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
- (1) Grantee's Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.
- C.6. 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.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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 be responsible for maintaining and submitting 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:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Todd King, Captain
City of Morristown/Morristown Police Department
P.O. Box 1283
Morristown, TN 37816
tking@mymorristown.com
Telephone # (423) 585-4646

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 C Notice of Audit.
- 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- 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.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
<p>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</p> <p>Applicable Period: BEGIN: October 2, 2023 END: March 7, 2028</p>				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT B



Tennessee Law Enforcement Hiring, Training, and Recruitment Program Cost Sharing- Recruitment Grant Invoice



Complete for each officer who met the designated benchmarks and anniversary dates.
Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

or Internal Use Only.

Grantee Edison ID:						Contract No.:		Invoice No.:	
Recruitment/Retention Category		Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:		
		6 Months	12 Months	24 Months	36 Months	Total Bonus			
Category 1 Officers – Experienced		_____ \$1,000	_____ \$3,000	_____ \$3,000	_____ \$3,000			Grantee Mailing Address:	
Category 2 Officers – No Previous Certified Experience			_____ \$3,000	_____ \$2,500	_____ \$2,500				
							Total Amount to be Paid:		

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***


- ☐ City of Morristown is subject to an audit for fiscal year #.
- ☐ City of Morristown is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000004108

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/14/2023		End Date 7/13/2025		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) Runway Lighting System Replacement - Construction					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$621,788.00	\$233,212.00		\$45,000.00	\$900,000.00
TOTAL:	\$621,788.00	\$233,212.00		\$45,000.00	\$900,000.00
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		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)		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 **July 14th, 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 **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** ("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. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.5. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.6. 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.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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.13. 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.14. 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.15. 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.16. 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.17. 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.18. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Grantee understands and agrees that the State will not make nor be obligated to make any payments on this Grant until the Grantee has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- E.19. Environmental. The environmental approval for this project was issued on March 2nd, 2023. This project includes the following mitigation measures:
No mitigation measures required.
The Grantee understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
- E.20. Site Selection. The Grantee understands and agrees that the Project funded under this Grant Contract cannot proceed beyond the site selection study until the Grantee has received formal approval from the State to proceed.
- E.21. Plans and Specifications Prior to Bidding. The Grantee agrees to submit plans and specifications for State review prior to advertising for bids.
- E.22. Plans and Specifications Approval Based Upon Certification. The State and the Grantee agree that the FAA's approval of the Grantee's Plans and Specification is based primarily upon the

State's and Grantee's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Grantee understands that:

- a. The State's and Grantee's certification does not relieve the Grantee of the requirement to obtain prior FAA and State approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA and State of any limitations to competition within the project;
- b. The FAA's acceptance of the State's and Grantee's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA and/or State determines that the Grantee has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

E.23. Consultant Contract and Cost Analysis. The Grantee understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant Contract until the State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0179-24



8/29/23

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

OMB Number: 4040-0004
Expiration Date: 12/31/2022**Application for Federal Assistance SF-424***** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

06/20/2023

4. Applicant Identifier:**5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** City of Morristown*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-6000369

*** c. UEI:**

FWNGHUGWFD22

d. Address:*** Street1:** 100 W 1st North Street

Street2:

*** City:**

Morristown

County/Parish:

Hamblen

*** State:**

TN: Tennessee

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

37814-4652

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr

*** First Name:**

Andrew

Middle Name:

*** Last Name:**

Ellard

Suffix:

Title: Assistant City Administrator

Organizational Affiliation:

*** Telephone Number:** 423-585-4614

Fax Number:

*** Email:** aellard@mymorristown.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

FAA

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

TBD

* Title:

TBD

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Runway 5-23 Lighting Replacement-Construction and Construction Administration

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	810,000.00
* b. Applicant	0.00
* c. State	45,000.00
* d. Local	45,000.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	900,000.00

TDOT USE ONLY

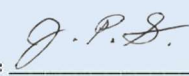
Staff Recommended: APPROVED

Fiscal Year: 2024

Federal: \$233,212.00

State: \$621,788.00

Local: \$45,000.00

PSR Signature:  Date: 07/10/2023

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

Add Attachment

Delete Attachment

View Attachment

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))	Morristown, City of
Subrecipient's Unique Entity Identifier (SAM)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	3-47-SBGP-70
Federal award date	7/6/2022
Subaward Period of Performance Start and End Date	7/14/2023 – 7/13/2025
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	7/14/2023
Grant contract's end date	7/13/2025
Amount of federal funds obligated by this grant contract	\$83,212
Total amount of federal funds obligated to the subrecipient	\$693,696.98
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))	Runway Lighting System Replacement - Construction
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 32-555-0179-24.

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))	Morristown, City of
Subrecipient's Unique Entity Identifier (SAM)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	3-47-SBGP-79
Federal award date	TBD
Subaward Period of Performance Start and End Date	7/14/2023 – 7/13/2025
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	7/14/2023
Grant contract's end date	7/13/2025
Amount of federal funds obligated by this grant contract	\$150,000
Total amount of federal funds obligated to the subrecipient	\$693,696.98
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$11,566,968
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway Lighting System Replacement - Construction
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.

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**ATTACHMENT THREE
PAGE ONE**

GRANT BUDGET				
City of Morristown: Runway Lighting System Replacement - Construction				AERO-23-175-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 7/14/2023	END: 7/13/2025	
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	\$855,000.00	\$0.00	\$45,000.00
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	\$855,000.00	\$0.00	\$45,000.00

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
Runway Lighting System Replacement - Construction	\$900,000.00
TOTAL	\$900,000.00

TAD Project # 32-555-0179-24

Project Breakdown:

TX	\$ 83,212.00	90% Federal 70 NPE
	\$ 4,623.00	5% State
	<u>\$ 4,623.00</u>	5% Local
	\$ 92,458.00	
TX	\$150,000.00	90% Federal 79 NPE
	\$ 8,334.00	5% State
	<u>\$ 8,333.00</u>	5% Local
	\$166,667.00	
TX	\$608,831.00	95% State
	<u>\$ 32,044.00</u>	5% Local
	\$640,875.00	
Grant Total:	\$900,000.00	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:

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

Tennessee Aeronautics Division

FAA – Federal Grant Assurances



Acknowledgement of Receipt

8/7/2023

Dear Airport Sponsor,

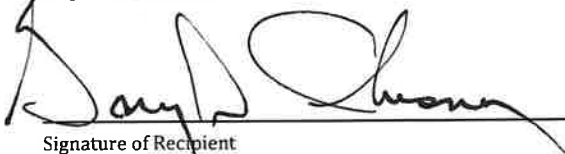
By signing this receipt, you acknowledge that you have received the documents pertaining to federal regulations.

I hereby acknowledge the receipt of the following documents for state grant (32-555-0179-24) 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]

Morristown Regional Airport

Airport Represented


Signature of Recipient

August 29, 2023

Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Morristown City Hall

Address: 100 W 1st North Stm Morristown, TN 37814

Location 2 (if applicable)

Name of Location: Morristown Municipal Airport

Address: 5233 Old Highway 11e, Morristown, TN 37814

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 ,

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☐ Yes ☐ No ☒ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Designated Official Representative: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Morristown

Airport: Morristown Municipal

Project Number:

Description of Work: Runway Lighting System Replacement - Construction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 25th day of August, 2023 , .

Name of Sponsor: City of Morristown

Name of Sponsor's Authorized Official: Andrew Ellard, Assistant City Manager

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item:

Prepared By: Larry Clark

Subject: Approval of GEOS

Background/History: Council approved work for Phase 2 Thompson Creek Road.

Findings/Current Activity: Testing of grading and materials is required for stability and life.

Financial Impact: Funds budgeted for project.

Action options/Recommendations: Approval of contract with GEOS for materials testing.

Attachment: Contract



August 11, 2023

City of Morristown
100 West 1st N Street
Morristown, TN 37814

ATTENTION: Mr. Larry Clark
lclark@mymorristown.com

Reference: **Proposal for Construction Materials Testing Services**
Crockett Trace Drive Phase 2
Knoxville, Tennessee
GEOServices Proposal No. 12-23123

Dear Mr. Clark:

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

PROJECT INFORMATION

Based on our phone conversation with you on August 7, 2023, we understand that site grading for Phase 2 of Crockett Trace Drive and a building pad for a proposed fires station are planned. Structural soil fill up to 25 feet are required to achieve the site grades. A copy of the project plans and/or specifications were not provided at the time of this proposal, however we assume the building will be a single story structure support by shallow foundations.

SCOPE OF SERVICES

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

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

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

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

Foundation Excavation Observations: Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a GEOServices project manager, recommendations will be provided for any foundation subgrade repair, if needed.

Please be aware that foundation excavation evaluations will address bearing capacity only and does not address the potential for, or magnitude of, settlement of the foundations.

Reinforcing Steel Observations: Our personnel can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.

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

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

LABORATORY ACCREDITATION

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

EXCLUSIONS

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

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

CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

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

FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested, assumed schedule and the quantities and rates shown on the attached OPC, we estimate our fee will be on the order of **\$25,000**. This is not a lump sum price and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. Please verify that our assumptions and/or quantities are consistent with the contractor's schedule. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units

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

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

CONTRACT

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

CLOSURE

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

Sincerely,

GEOServices, LLC



Adam L. Hicks, P.E.
Project Manager

Attachments: Fee Schedule
Opinion of Probable Cost (OPC)

FEE SCHEDULE

A. PERSONNEL

1. Engineering Technician, *per hour	\$ 55.00
2. Senior Engineering Technician, *per hour	\$ 70.00
3. Metals Technician, per hour	\$ 95.00
4. Staff Professional, per hour	\$ 95.00
5. Registered Engineer, per hour	\$ 130.00
6. Senior Registered Engineer, per hour	\$ 160.00
7. Trip Charge, per round trip	\$ 40.00
8. Drafting Services, per hour	\$ 65.00
9. Secretarial Services, per hour	\$ 45.00

B. LABORATORY

1. Moisture Content, each	\$ 10.00
2. Atterberg Limits, each	\$ 85.00
3. Proctor Compaction Test:	
a.) Standard Methods, each	\$ 150.00
4. Stone Proctor Compaction Test – Standard, each	\$ 200.00
5. Concrete Cylinder Compression Test, per cylinder cast	\$ 15.00
6. Masonry Mortar and Grout Testing, per sample cast	\$ 20.00
7. Asphalt Core Thickness and Unit Weight, per core	\$ 125.00

Note: Additional project specific tests will be priced upon request

C. SPECIAL EQUIPMENT CHARGES

1. Nuclear Gauge, per site visit	\$ 50.00
2. Floor Profilometer, per day	\$ 400.00
3. Asphalt Coring Machine, per day	\$ 250.00
4. Rental Equipment/Subcontracts	Cost + 15%

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

Notes:

All personnel time is portal to portal.



Opinion of Probable Cost (OPC)
Crockett Trace Drive Phase 2
Morristown, Tennessee
GEOServices Proposal No. 12-23657

FIELD SERVICES	QUANTITY	RATE	TOTAL
Site Grading Operations - Proofrolling observations, laboratory testing and soil density testing. Assume 20 site visits, 4 hours/visit.			
Engineering Technician:	80 hours	\$55.00 /hour	\$4,400.00
Senior Registered Engineer:	10 hours	\$160.00 /hour	\$1,600.00
Secretarial Services:	10 hours	\$45.00 /hour	\$450.00
Nuclear Density Gauge:	20 days	\$75.00 /day	\$1,500.00
Laboratory Standard Proctor:	2 test	\$150.00 /test	\$300.00
Moisture Testing:	2 test	\$10.00 /test	\$20.00
Atterberg Limits Testing (Plasticity):	2 test	\$85.00 /test	\$170.00
Trip Charge (per day):	20 trips	\$40.00 /trip	\$800.00
Foundation Excavation Observations and Reinforcing Steel Observations - Assume 5 site visits, 4 hours/visit.			
Staff Professional:	20 hours	\$95.00 /hour	\$1,900.00
Senior Registered Engineer:	2 hours	\$160.00 /hour	\$320.00
Secretarial Services:	2 hours	\$45.00 /hour	\$90.00
Trip Charge (per day):	5 trips	\$40.00 /trip	\$200.00
Foundation Concrete Sampling and Testing - Assume 5 concrete placements, 4 hours/visit. Assume 5 concrete pick-ups, 3 hours/visit.			
Engineering Technician:	35 hours	\$55.00 /hour	\$1,925.00
Senior Registered Engineer:	4 hours	\$160.00 /hour	\$640.00
Secretarial Services:	4 hours	\$45.00 /hour	\$180.00
Concrete Cylinder Compression Test:	25 cylinders	\$15.00 /test	\$375.00
Trip Charge (per day):	10 trips	\$40.00 /trip	\$400.00
Building Slab Concrete Testing - Assume 2 slab placements, 6 hours/visit. Assume 2 concrete pick-ups, 3 hours/visit.			
Engineering Technician:	18 hours	\$55.00 /hour	\$990.00
Senior Registered Engineer:	2 hours	\$160.00 /hour	\$320.00
Secretarial Services:	2 hours	\$45.00 /hour	\$90.00
Concrete Cylinder Compression Test:	20 cylinders	\$15.00 /test	\$300.00
Trip Charge (per day):	4 trips	\$40.00 /trip	\$160.00
Exterior Concrete Testing - Assume 5 placements, 4 hours/visit. Assume 5 concrete pick-ups, 3 hours/visit.			
Engineering Technician:	35 hours	\$55.00 /hour	\$1,925.00
Senior Registered Engineer:	3 hours	\$160.00 /hour	\$480.00
Secretarial Services:	3 hours	\$45.00 /hour	\$135.00
Concrete Cylinder Compression Test:	25 cylinders	\$15.00 /test	\$375.00
Trip Charge (per day):	10 trips	\$40.00 /trip	\$400.00
Basestone Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$55.00 /hour	\$1,100.00
Senior Registered Engineer:	2 hours	\$160.00 /hour	\$320.00
Secretarial Services:	2 hours	\$45.00 /hour	\$90.00
Nuclear Density Gauge:	5 days	\$75.00 /day	\$375.00
Stone Proctor:	1 test	\$200.00 /test	\$200.00
Trip Charge (per day):	5 trips	\$40.00 /trip	\$200.00
Asphalt Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$55.00 /hour	\$1,100.00
Senior Registered Engineer:	2 hours	\$130.00 /hour	\$260.00
Secretarial Services:	2 hours	\$45.00 /hour	\$90.00
Nuclear Density Gauge:	5 days	\$75.00 /day	\$375.00
Trip Charge (per day):	5 trips	\$40.00 /trip	\$200.00
Opinion of Cost			\$24,755.00

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



Morristown City Council Agenda Item Summary

Date: September 5th, 2023

Agenda Item: Approval of agreement with LDA Engineering to provide surveying, engineering, and design services for the Cherokee Drive at Walters Drive Roundabout project in an amount of \$85,000.00.

Prepared By: Mike Poteet

Subject: Cherokee Drive at Walters Drive Roundabout

Background: The intersection of Cherokee Drive and Walters Drive has existing traffic issues. The area near the intersection is expected to continue to develop and add additional traffic to the intersection. LDA Engineering provided a concept of a Roundabout to improve traffic flow at the intersection.

Findings/Current Activity:

We asked LDA Engineering for a proposal for Professional Services for the Cherokee Drive at Walters Drive Roundabout. The proposal for their services is \$85,000.00 and includes the following:

1. Survey and Base Mapping
2. Engineering and Design (ROW and easement documents for acquisition)
3. Bidding (Bid documents, bidding, and recommendation for award)

Financial Impact:

Funds have been identified in Capital Projects funds, which will be addressed in an upcoming budget amendment.

Action options/Recommendations:

Staff recommends the City Council approve the proposal for Professional Service from LDA Engineering totaling \$85,000.00.

Attachment: Proposal for Professional Services for Cherokee Dr and Walters Dr Roundabout



LDA ENGINEERING

August 14, 2023

Mr. Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Proposal for Professional Services
Cherokee Drive at Walters Drive Roundabout

Dear Mr. Clark,

We appreciate the opportunity to work with the City of Morristown on this project. Below is our proposal to provide surveying and engineering services related to the design of the project.

PROJECT DESCRIPTION

The Cherokee Drive at Walters Drive Roundabout project consists of the reconstruction of the intersection of Cherokee Drive and Walters Drive. The existing 4-way stop intersection will be replaced with a single-lane roundabout.

This is a locally funded project. TDOT Standard Drawings and Specifications will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

SCOPE OF SERVICES

Task 1 – Survey and Base Mapping

- Conduct a topographic survey at the intersection and approaches.
- Research existing right-of-way and property lines to establish the easements and/or right-of-way acquisition that will be needed to construct the project.

Task 2 – Engineering and Design

- Prepare construction plans, specifications, and cost estimates (PS&E) for the project as described above.
- Submit PS&E for review and comment at 30%, 60%, and 90% levels of completion. Incorporate review comments into final construction documents.
- Continuously coordinate with City staff to ensure all expectations and project needs are being met.
- Prepare and submit applications for environmental permits – an NPDES General Stormwater Permit with Stormwater Pollution Prevention Plan (SWPPP) is required if the area of disturbance exceeds one acre.

- Prepare legal descriptions and exhibits for acquisition of right-of-way and easements.

Task 3 – Bidding

Provide services to assist in obtaining construction bids, to include the following:

- Prepare bid documents and technical specifications
- Attend a pre-bid meeting and respond to bidders' questions
- Prepare addenda to original bid documents
- Attend the bid opening
- Prepare a bid tabulation and recommendation for award of contract

EXCLUDED SERVICES

Although not a complete list of services to be excluded from this proposal, the following services are specifically excluded.

- Lighting design
- Landscape design
- Right-of-way acquisition, appraisals, and appraisal review
- NEPA documentation
- Construction engineering and inspection

PROJECT FEES

The total fee for the scope of work described above is \$85,000.00 lump sum. Services will be billed monthly.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,



Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



Morristown City Council Agenda Item Summary

Date: September 5th, 2023

Agenda Item: Approval of agreement with LDA Engineering to provide surveying, engineering, and design professional services for the S. Bellwood Road and Veterans Parkway Realignment project in an amount of \$82,000.00.

Prepared By: Mike Poteet

Subject: S. Bellwood Rd and Veterans Parkway Realignment

Background: The area around S. Bellwood Rd is continuing to grow. S. Bellwood Rd on the North side of the RR tracks is being improved, as development continues it will become a three-lane road. This proposal is for the design for ROW acquisition to improve S. Bellwood Rd on the south side of the RR tracks.

Findings/Current Activity:

We asked LDA Engineering for a proposal for Professional Services for the S. Bellwood Rd and Veterans Parkway Realignment. The proposal for their services is \$82,000.00 and includes the following:

1. Survey and Base Mapping
2. Engineering and Design (ROW and easement documents for acquisition)

Financial Impact:

Funds have been identified in Capital Projects funds, which will be addressed in an upcoming budget amendment.

Action options/Recommendations:

Staff recommends the City Council approve the proposal for Professional Service from LDA Engineering totaling \$82,000.00.

Attachment: Proposal for Professional Services for S. Bellwood Rd and Veterans Parkway Realignment



LDA ENGINEERING

August 21, 2023

Mr. Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Proposal for Professional Services
S. Bellwood Road and Veterans Parkway Realignment

Dear Mr. Clark,

We appreciate the opportunity to work with the City of Morristown on this project. Below is our proposal to provide surveying and engineering services related to the design of the project.

PROJECT DESCRIPTION

The S. Bellwood Road and Veterans Parkway Realignment project consists of the construction of approximately 3,000 linear feet of new roadway. The existing S. Bellwood Road that serves multiple residences will remain in place with new connections. The new typical section will have a 60' right-of-way, 3-4 travel lanes, sidewalk on both sides, and flush shoulders with open ditch drainage system.

The north end of Veterans Parkway will be realigned to curve into S. Bellwood thereby eliminating the tee intersection at the end of Veterans Parkway. The east side of S. Belwood will tee into the new curve of Veterans.

This is a locally funded project. TDOT Standard Drawings and Specifications will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

SCOPE OF SERVICES

Task 1 – Survey and Base Mapping

- Conduct a topographic survey along the proposed roadway alignment with an average width of 100'.
- Research existing right-of-way and property lines to establish the easements and/or right-of-way acquisition that will be needed to construct the project.

Task 2 – Engineering and Design

- Prepare Right-of-Way Plans for the project as described above.

- Submit plans for review and comment at 30% (Preliminary) and 60% (Right-of-Way) levels of design completion. Incorporate review comments into final Right-of-Way Plans.
- Coordinate with utilities owners to minimize or eliminate conflicts.
- Continuously coordinate with City staff to ensure all expectations and project needs are being met.
- Prepare legal descriptions and exhibits for acquisition of right-of-way and easements.

EXCLUDED SERVICES

Although not a complete list of services to be excluded from this proposal, the following services are specifically excluded.

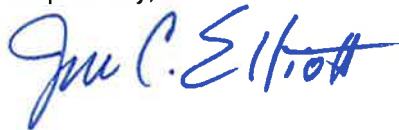
- NEPA documentation
- Permitting
- Railroad coordination
- Landscape and lighting design
- Right-of-way acquisition, appraisals, and appraisal review
- Bidding phase services
- Construction engineering and inspection

PROJECT FEES

The total fee for the scope of work described above is \$82,000.00 lump sum. Services will be billed monthly.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,



Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Approval of agreement with LDA Engineering for additional professional services for Stormwater items in an amount not to exceed \$40,000.00.

Prepared by: Larry Clark, Assistant City Administrator

Subject: Approval of General Services

Background/History: In 2011, the City entered into an agreement with LDA Engineering for professional services for Storm Water. This was done via a RFQ process. At the beginning of each year, a General Services Purchase Order is submitted for approval.

Findings/Current Activity:

This is to approve additional professional services for the FY 2019 year for Storm Water items in the amount of \$40,000.00. This will allow work on during the year.

Financial Impact: Amount not to exceed \$40,000.00. Amount is budgeted.

Action options/Recommendations: Approval of task order.

Attachment: Task Order



LDA ENGINEERING

August 7, 2023

Mr. Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Proposal for Professional Services
General Services for Stormwater

Dear Mr. Clark,

LDA Engineering appreciates the opportunity to continue to provide Engineering Services to the City of Morristown for General Services for Stormwater. The major elements of the services will be, but not limited to:

- Project controls and reporting,
- Hydrologic and hydraulic analysis,
- Design, surveying and permitting,
- Prepare construction plans and specifications,
- Easement and right-of-way document preparation,
- Project construction contract administration,
- Project construction observation,
- Provide record documents, including information suitable for input to the City of Morristown Geographic Information System (GIS) database,
- Assist the City of Morristown in obtaining regulatory permits,
- Review development plans submitted to the City.

LDA Engineering proposes to provide the additional services on an hourly basis with an overall budget of \$40,000 based on our current hourly rates which are attached.

We are available to begin immediately upon written authorization. If you have any questions or comments, please do not hesitate to contact us.

Respectfully,

Steve Drummer, P.E.
Principal Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____

110 Tyson Boulevard, Suite 200, Alcoa, Tennessee 37701, 865-573-7672 LDAEngineering.com



LDA ENGINEERING

LDA 2023 Billing Rate

Job Classification	Rate
Senior Program Manager	\$ 265
Program Manager	\$ 245
Senior Project Manager	\$ 225
Project Manager	\$ 205
Engineer VI	\$ 255
Engineer V	\$ 225
Engineer IV	\$ 200
Engineer III	\$ 175
Engineer II	\$ 145
Engineer I	\$ 120
GIS III	\$ 200
GIS II	\$ 180
GIS I	\$ 160
Surveyor III	\$ 195
Surveyor II	\$ 175
Surveyor I	\$ 155
GIS/CADD VI	\$ 140
GIS/CADD V	\$ 130
GIS/CADD IV	\$ 120
GIS/CADD III	\$ 110
GIS/CADD II	\$ 100
GIS/CADD I	\$ 90
Field Technician VI	\$ 135
Field Technician V	\$ 125
Field Technician IV	\$ 115
Field Technician III	\$ 105
Field Technician II	\$ 95
Field Technician I	\$ 75
Project Administrator III	\$ 105
Project Administrator II	\$ 95
Project Administrator I	\$ 85



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Approval of Change Order No. 1 with East Tennessee Turf and Landscape for the MAID Ditch Stormwater project increasing the total contract amount by \$638,565.00.

Prepared by: Larry Clark, Assistant City Administrator

Subject: Approval of increase MAID ditch project

Background/History: Council approved the bid for East Tennessee Turf & Landscaping on November 1, 2022.

Findings/Current Activity:

Since approval, the City has been awaiting approval of TDEC for ARPA funding and final approval of the Railroad. After multiple reviews from the Railroad, they requested a change in design for the project. The design change dealt with concrete matting for the ditch line (original design) and change to rip rap. This design change also necessitated more excavation. Because of this change, price of the project increased by \$638,565.00.

Financial Impact: Funds originally budgeted in TDEC ARPA. The majority of the increase will come from those same funds with overages coming from Storm Water capital. This will require postponing of some work planned for the year.

Action options/Recommendations: Approval of increase.

Attachment: Change Order No. 1



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

August 16th, 2023

<i>Change Order # 1 Pricing per Revision 2 Plans Date 3.14.2023</i>		Maid Drainage Ditch Project Morrystown, Tennessee		
<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
Flexamat (Credit)	38,600	SF	(\$7.25)	(\$279,850.00)
54" RCP Class 3	1	LS	\$195,000.00	\$195,000.00
Additional Grading	3815	CY	\$21.00	\$80,115.00
2.50' TDOT Class B Rip/Rap	7630	TON	\$80.00	\$610,400.00
10 oz Geotextile Fabric	4,700	SY	\$7.00	\$32,900.00
<i>Add 60 Days to Complete</i>				
Total				\$638,565.00



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Rescind the City Council's decision of June 6, 2023 to dispose of vehicle #483 by auction and approve the transfer of the vehicle, valued at \$6,160 to the Third Judicial District Recovery Support Services, Inc. in recognition of the value it will provide to the community with said vehicle.

Prepared By: Andrew Ellard

Subject: Donation of Vehicle #483

Background: The 3rd District Recovery Support Services, Inc. recently made a request of the city for donation of a surplus vehicle with which the non-profit will be able to assist its clients in getting to interviews, jobs, shopping, and general daily routines.

Findings/Current Activity:

The Finance Department had not yet auctioned off the vehicles surplused in June and invited the non-profit to consider two vehicles that may still have enough life for their purposes. Unit #483 was deemed most suitable.

MTAS has suggested that because the City Council approved to surplus and the previous documentation suggested auctioning off the vehicle, that the previous action (as it relates to that vehicle) should be rescinded. Additionally, MTAS indicated that the vehicle should not be donated outright, but could be approved as a transaction for services that the non-profit was providing to the community.

Financial Impact:

There is no direct cost associated with this action; only the reduced revenue that the city would have received from auctioning. If approved, the City Council should note that the community will be receiving at least the value of the vehicle in services from the non-profit.

Action options/Recommendations:

Rescind & Approve in recognition of value provided by the 3rd District Recovery Support Services, Inc.

Attachment: Blue Book valuation



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Approve Change Order No 11 to the contract with Path Construction Northeast for the construction of the Morristown Landing for various work not included in the original contract.

Prepared By: Andrew Ellard

Subject: Change Order No 11 – Morristown Landing

Background: Over the course of the construction project, various adjustments, additions, etc. have been necessary to keep the project moving forward.

Findings/Current Activity:

Items contemplated in this change order include changes made as a result of Fire Marshal inspections, force majeure type material increases, added safety features with the boiler, slides, and splash pad, creation of drywall control joints, and various improvements for improved function of the facility.

Financial Impact:

The total cost of this change order is \$562,766.76. Sufficient bond financing remains to cover this cost.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order No. 11

AIA® Document G701® – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 011
Date: 08/28/2023

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:


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

CHANGE ORDER ITEMS	
ITEM	COST
Splash Pad PRV	\$ 2,116.48
Wash Bay Piping and Arm	\$ 9,298.25
Pool Boiler Electrical	\$ 36,407.93
Tenant Improvements	\$ 129,468.52
SFMO V2	\$ 258,824.00
Café Improvements	\$ 22,619.40
Added Window Shades	\$ 21,761.46
Pool Floor Repair	\$ 42,344.05
E-Stops (Boiler and Slides)	\$ 31,654.00
ADA Restrooms	\$ 18,671.88
Splash Pad Adjustments	\$ 34,015.57
Drwall Ceiling Control Joints	\$ 89,738.30
Material Increases (V2)	\$ 124,293.91
Sub Total	\$ 821,213.76
Facility Lost Rev. due to delays	\$ 258,447.00
FINAL CO	\$ 562,766.76

The original Contract Sum was	\$ 27,927,000.00
The net change by previously authorized Change Orders	\$ 4,138,778.00
The Contract Sum prior to this Change Order was	\$ 32,065,778.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 562,766.76
The new Contract Sum including this Change Order will be	\$ 32,628,544.76
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

Lose Design		City of Morristown
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Sean Guth, Architect		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
08/28/2023		
DATE	DATE	DATE



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Authorize the purchase of twenty (20) PVS-14/A Gen 3 Elbit night vision monoculars from H.L. Dalis Inc. per the General Services Administration (GSA) Cooperative Contract # GS-07F-5829R for a one-time purchase totaling \$73,325.00.

Prepared By: Jeanna Vanek

Subject: PVS-14/A Gen 3 Elbit Night Vision

Background: It is the police department's desire to obtain 20-night vision monoculars. It allows the user to increase or decrease image tube brightness for greater image contrast in varying light conditions. It can be handheld, head-mounted, helmet-mounted and weapons mounted.

Financial Impact:

FY24 budget provides for the purchase of this equipment.

Total Cost = \$73,325.00

Action options/Recommendations:

Authorize the purchase.

Attachment: Quote from H.L. Dalis Inc. and the GSA Cooperative Contract.

QUOTE PRINT
H.L. DALIS, INC.
35-35 24TH STREET
LONG ISLAND CITY, NY 11106
(718) 361-1100

NO. 103489

Page 1

08/17/23

Ship-to: TEMP
MORRISTOWN POLICE DEPARTMENT
100 W. 1ST N ST.
MORRISTOWN, TN 37814

REFERENCE # ! EXPIRES !SLSP!TERMS !WH !FREIGHT!SHIP VIA
GSA QUOTE !09/30/23 ! G1 !NET 30 !01 !PREPAID!GROUND SERVICE
QUOTED BY: PR !QUOTED TO: SGT. DIANA MORGAN

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
USNV-001215	PVS-14/A GEN 3 ELBIT!	20	EA	3666.250	EA	73325.00
	FREE SHIPPING WITHIN THE U.S.					
	(CONUS)					
	4 WEEKS DELIVERY ARO					
	GSA CONTRACT # GS-07F-5829R					
	SMALL BUSINESS					
	FEDERAL ID # 11-1806063					
	DUNS # 008921660					
	UNIQUE ENTITY ID:					
	PCMWPKPJXS1					
	CURRENT IN SAM					
	CAGE CODE # 1WKQ8					
	NO SALES TAX					
	FROM: PHIL RICHARDSON					
	PHONE: 718-517-2811					
	EMAIL: philr@hldalis.com					

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
73325.00	.00	.00	.00	73325.00

OUR QUOTES ARE VERY COMPETITIVE!



H.L. DALIS INC.

35-35 24TH STREET • LONG ISLAND CITY, NY 11106 PHONE: 718-361-1100 • FAX: 718-392-7654 • WWW.HLDALIS.COM

GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE 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 are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: GSAAdvantage.gov.

Federal Supply Schedule 084 – Law Enforcement, Security, Facilities Management, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response
FSC Class (es): 8465

Contract Number: GS-07F-5829R

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: 5/13/15 through 5/12/2025

CONTRACTOR: H.L. Dalis, Inc.
35-35 24th Street
Long Island City, NY 11106
Ph: 718-361-1100
Fax: 718-392-7654

Contract Administration: Jonathan Blumenfeld

Business Size: Small Business



H.L. DALIS INC.

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CUSTOMER INFORMATION:

1a. Awarded Special Item Number(s):

335911- INDUSTRIAL PRODUCTS AND SERVICE
336611 - MARINE CRAFT REPAIRING
336612- MARINE CRAFT
336320- MOTOR VEHICLE ELECTRICAL AND ELECTRONIC EQUIPMENT MANUFACTURE
332999- LAW ENFORCEMENT PERSONAL EQUIPMENT
339113PA- PROTECTIVE APPAREL
332216- SAW BLADE AND HANDTOOL MANUFACTURING
333314NV- OPTICAL INSTRUMENT AND LENS MANUFACTURING
611430ST- PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING
337215- FIREARM CARE
339920- SPORTING AND ATHLETIC GOODS MANUFACTURING
334220- RADIO AND TELEVISION BROADCASTING AND WIRELESS COMMUNICATIONS
336992- MILITARY ARMORED VEHICLE, TANK, AND TANK COMPONENT MANUFACTURING
NEW - GENERIC NAICS CODE FOR SPECIAL SINs
332312F- FABRICATED STRUCTURAL METAL MANUFACTURING
332510C - HARDWARE STORE, HOME IMPROVEMENT CENTER, INDUSTRIAL OR GENERAL SUPPLY STORE, OR INDUSTRIAL MAINTENANCE REPAIR AND OPERATIONS (MRO) DISTRIBUTOR
339113R- SURGICAL APPLIANCE AND SUPPLIES MANUFACTURING
334511- SEARCH, DETECTION, NAVIGATION, GUIDANCE, AERONAUTICAL, AND NAUTICAL SYSTEM AND INSTRUMENT MANUFACTURING
339112- SURGICAL AND MEDICAL INSTRUMENT MANUFACTURING
3152 - MEN'S AND BOYS' CUT AND SEW APPAREL MANUFACTURING/ WOMEN'S, GIRLS, AND INFANTS' CUT AND SEW APPAREL MANUFACTURING
316210- FOOTWEAR MANUFACTURING
33411- Purchasing of New Electronic Equipment

1b. Lowest Priced Model Number for each Awarded Special Item Number(s):

335911 - EN91 (Energizer)	\$0.30
336611 - CAL-1501-RL (Cal-June)	\$0.46
336612- C3832-04-00300 (TEUFELBERGER)	\$57.26
336320- 4531000 (Tru-Spec)	\$1.09
332999- FP70 (Radians)	\$0.07
339113PA- CB014 (BCB)	\$6.83
333314NV- BP-QUAD (JMD Product Services)	\$6.05
332216- KONG-646010000XK (KONG USA)	\$0.17
332510C -	
611430ST- CK312 (BCB)	\$1.02
337215- HOPPE-1003 (Bushnell)	\$1.61
339920- HOPPE-A1 (Bushnell)	\$1.51
334220- 07002-022-1 (Fraser Optics)	\$3.85
336992- ANGARM-00001- BALLISTIC DOOR PANELS	\$1,250.00
NEW- RTS-6600 (Black-i Robotics)	\$172.80
332312F- STORMTEC-1993 (StormTec)	\$45.30
339113R- P1062 (BCB)	\$1,252.57
334511- BULLARD-AC447 (Bullard)	\$5.53
339112- NBC004 (BCB)	\$275.56
3152- 7362WNL (Gems Mfg-Indogem)	\$5.90
316210- 4055004 (Atlenco- Tru-Spec)	\$54.29
339113PA- F53182W7003XL2 Wildland Shirt (Propper)	76.88
33411 - 32822 0015000 - #22 STR PVC BRN (Belden)	0.04



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1c. Services – Hourly Rates, Job Titles, Experience, Functional Responsibility & Education: See attached price sheet (Prefense Courses)

2. MAXIMUM ORDER:

335911	\$250,000.00
336611	\$350,000.00
336612	\$250,000.00
336320	\$250,000.00
332999	\$250,000.00
339113PA	\$250,000.00
332216	\$250,000.00
332510C	\$750,000.00
333314NV	\$250,000.00
611430ST	\$1,000,000.00
337215	\$250,000.00
339920	\$250,000.00
334220	\$250,000.00
336992	\$850,000.00
NEW	\$200,000.00
332312F	\$100,000.00
339113R	\$250,000.00
334511	\$250,000.00
339112	\$250,000.00
3152	\$250,000.00
316210	\$250,000.00
33411	\$500,000.00

This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. **MINIMUM ORDER:** \$100.00, except for American Security, Condor Tool & Knife, Nightforce Optics, Steiner, Fraser Optics and Leatherman no minimum order. Ka-Bar \$50.00 minimum order.

4. **GEOGRAPHIC COVERAGE:** Domestic

5. **POINTS OF PRODUCTION:** **5.11 Tactical** (Cambodia, Taiwan, Bangladesh, El Salvador, Honduras, Guatemala and United States), **221B Tactical** (South Korea), **Absolute Outdoors- Kent** (United States), **ACCUNET** (Korea Republic Of), **Airsports LLC** (France), **Aker Leather** (United States), **Al Mar** (United States), **American Security** (United States), **Arctic Ice** (United States), **Arctix** (Bangladesh), **Atlenco/Tru-Spec** (Austria, Canada, Dominican Republic, England, Honduras, Kores (South), Mexico, Taiwan, United States), **Aquapac** (United States), **ATN Corp.** (France, United States), **ABUS USA LLC** (Germany), **Bates** (United States, Bangladesh), **BCB International** (United Kingdom, United States, Sweden, Austria), **Bear & Son** (United States), **Bekina Boots** (Belgium), **Big Bill** (Canada), **Blauer** (Taiwan, Maxico), **Black-i Robotics** (United States), **Boston Leather** (United States), **Bullard** (United States), **Brunton** (United States, Japan, Korea, Republic Of Sweden), **Bushnell** (United States, Italy, Japan, Taiwan, Korea, Republic Of, Mexico, United Kingdom, Canada, Israel), **Cammenga** (United States), **Casio** (Japan), **ColdPruf** (Mexico), **Cold Steel** (Japan, Taiwan, United States), **Columbia River Knife & Tool** (Taiwan), **Condor Tool & Knife** (El Salvador), **Council Tool** (United States), **Crack Shot Corporation** (United States), **Dakota Outerwear** (Korea Republic Of, United States), **Darkwater Vision** (United States and Canada), **Disklabs**



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(United States), **Drifire** (United States, Dominican Republic), **Dull Knife Terminator** (Australia), **Du-Star Knife** (Israel), **DPX Gear** (United States), **Edge Tactical** (Taiwan), **Eleven 10** (United States), **Elite Survival** (United States), **Emerson Knives** (United States), **ESEE Knives** (United States, Mexico and El Salvador), **Energizer-Hard Case** (United States), **Exotac** (United States), **Firstwatch Gear** (United States), **Fourth Element** (Cambodia, Poland, Finland, Taiwan, Mexico, Bulgaria), **Fraser Optics** (United States, Canada), **GH Armor Systems** ((United States), **Gerber Knives Tools & Gear** (Portugal, Taiwan, United States, Finland), **Hogue** (Mexico, United States), **Huish Outdoors** (Taiwan, United States, Cambodia, Austria, Canada, Finland, United Kindom, Italy, Malta and Sweden), **High Speed Gear** (United States), **Humane Restraint** (United States), **HWI GEAR** (Cambodia, United States), **Inert Products, LLC** (United States), **Innobeam** (Korea), **Ka-Bar** (Japan, Taiwan, United States and Mexico), **Kamik** (United States and Canada), **Kershaw / Zero Tolerance** (United States and Japan), **KONG USA** (Italy), **Lightforce** (Australia), **Leatherhead Tools** (United States), **Leatherman** (United States), **Leica** (Germany, Portugal, Czech Republic, Italy), **Longworth/XGO** (United States), **Luminox** (Switzerland), **LRI** (United States), **Maglula** (Israel), **MagPump** (United States), **Maxpedition** (Taiwan), **Mission First Tactical** (United States), **Mora of Sweden** (Sweden), **Neese Industries** (Mexico), **Nielsen-Kellerman Company- Kestrel** (United States), **Nightforce Optics** (United States, Japan), **Nite Ize** (United States), **Ontario Knives** (United States), **Otis Products** (United States), **Otter Products** (United States, Taiwan, Mexico), **Peerless Handcuff Company** (United States), **Perfect Fit USA** (United States), **Propper** (Bangladesh, Dominican Republic, Haiti, Puerto Rico, United States), **Pro-Shot** (United States), **Raine Inc.** (United States), **Radians** (United States, Taiwan), **R-A-M Mounting Systems** (United States), **R&B Fabrications** (United States), **Rapid Assault Tools** (United States, Taiwan), **Rugged Outfitter** (United States, Nicaragua, Mexico, Honduras, Korea, Republic Of), **Sandpiper Of California** (Mexico and United States), **Snagpak/Ndur/Camcon** (United Kingdom), **SKB Cases** (United States), **Smith Optics** (United States and Taiwan), **SOG** (United States, Japan, Taiwan), **Steripen** (United States), **Southwest Synergistic Solutions** (Sweden, USA), **Super Seer Corporation** (United States), **Suunto** (Finland), **Taylor Brands** (United States and Taiwan), **Tektite Industries** (United States), **Spyderco** (Japan, United States, Taiwan, Italy), **Steiner Binoculars** (Germany and United States), **StormTec** (United States), **Swarovski Optik** (Austria, Germany, Italy, Japan), **The Mako Group** (Israel), **Tender Corporation** (United States, Mexico, Canada and Singapore), **Teulelberger Fiber Rope Corp** (United States), **Torrey Pines Logic** (United States), **Underwater Kinetics** (United States), **Umarex** (Taiwan, Japan, Germany), **Ursuit** (Finland), **United Shield International** (United States), **USIA Underwater Equipment Sales Corp.** (United States), **US Night Vision** (United States), **Vanquest Gear** (United States, Taiwan), **Williamson Dickie** (Mexico, Guatemala, Honduras, Nicaragua, United States), **Viridian** (United States), **Wise Company** (United States), **Carl Zeiss** (Germany, Czech Republic, Hungary, United States, Italy), **Vortex Optics** (United States, Japan, Taiwan), **Wilder Tactical** (United States), **WR Case & Son** (United States), **Cal-June** (United States), **Energizer** (Singapore, Japan and United States), **JMD Product Services** (United States), **Surefire** (United States), **Meprolight** (Israel), **Duracell** (United States), **Fix It Sticks** (Taiwan), **Seiko** (Japan), **Arkon Resources, Inc.** (Taiwan), **Pigeon Mountain Industries, Inc.**, **Cascade Rescue Company**, **On Rope 1, LLC**, **Seattle Manufacturing Corp**, **Force 6 Safety Products**, **Beal SARL**, **Pacific Helmets**. (New Zealand, USA, Madagascar and Mexico), **Grundens USA** (United States, Portugal, Guatemala), **Redarc** (Australia, United States), **AXIL** (Netherlands and United States), **White Horse Research & Development** (United States), **Amphenol** (United States, Mexico, Republic Of Korea), **Belden** (United States, Canada, and Mexico), **Canare** (Japan), **Kings Electronics** (Mexico and the United States), **Neutrik** (Liechtenstein), **Panduit** (Canada, Costa Rica, Germany, United Kingdom, Japan, Mexico, Netherlands, Sweden, Singapore and United States), **Vista Mount** (United States), **West Penn Wire** (United States), **Mira Safety** (United States, Czech Republic, and Israel), **PGI Inc.** (United States), **Newcon Optik** (Canada), **EOTech** (Greece, United States, Japan and Korea, Republic Of, **Garmin** (Taiwan, Bangladesh, Canada, Denmark, Germany, United States, Korea, Republic Of, Japan, United Kingdom, Latvia, Mexico, Netherlands, New Zealand and Sweden)

6. **BASIC DISCOUNT:** Prices shown are net- discounts previously deducted. See end of document for pricing for Prefense Courses

7. **QUANTITY/VOLUME DISCOUNT:** **Amphenol, Belden, Canare, King, Vista Mount, West Penn Wire, Neutrik, Panduit** (Additional 1% single orders of \$10,000 or more)



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Al-Mar, Gerber, Brunton, Sog (Additional 5% single orders of \$10,000 or more), **Kershaw/ Zero Tolerance, Casio, Pro-Shot, SKB Cases, Steiner, Radians** (Additional 2% on orders of \$10,000 or more). There is no quantity/volume discount for the following brands: **221B Tactical, ABUS, Accunet, AirSports, Aker Leather, American Security, Arctix, Arctic Ice, Aquapac, ATN, Atlanco/Tru-Spec, Bates, BCB International, Bear & Son, Blauer, Bushnell, Black IRobotics, BTI Taylor Brands, Cammenga, Carl Zeiss, Coldproff, Council Tool, Cold Steel, Columbia River Knife & Tool, Condor Tool & Knife, Dakota Outwear, Darkwater Vision, Dickies, Drifire, Dull Knife Terminator, Du-Star Knives, DPX Gear, Edge Tactical, Eleven 10, Emerson, Energizer-Hard Case, Esee, Exotac, 5.11 Tactical, Forth Element, Fraser Optics, Firstwatch Gear, GH Armor, Gems Manufacturing, High Speed Gear, Hogue, Huish Outdoors, HWI Gear, Innobeam, Kamik, Ka-bar, Kong USA, Leatherhead Tools, Lightforce, LRI, Leatherman, Leica, Luminox, Maglula, Mag Pump, Maxpedition, Mission First Tactical, Mora of Sweden, Neese, Nightforce Optics, Nite Ize, Ontario, Otis Products, Otter Products, Perfect Fit USA, Propper, R&B Fabrications, Raine, Rapid Assault Tools, Rugged Outfitter, RAM Mounting Systems, Sandpiper Of California, Steripen, Snagpak/Ndur/Camcon, Smith Optics, StormTec, Spyderco, Sunnto, Swarovski Optik, The Mako Group, Tektite, Tender Corp., Teulferberger, Torrey Pines Logic, Umarex, Underwater Kinectics, United Shield, Ursuit, Viridian, Vortex, Wilder Tactical, Wise, WR Case & Son, Bullard, USIA Underwater Equipment Sales Corp. Inert Products, LLC, Disklabs, Crack Shot Corporation, Bekina Boots, US Night Vision, Nielsen-Kellerman Company- Kestrel, Super Seer Corporation, Southwest Synergistic Solutions, Peerless Handcuff Company, Vanquest Gear, Energizer, JMD Product Services, Surefire, Meprolight, Duracell, Fix It Sticks, Seiko, Arkon Resources, Inc, Pigeon Mountain Industries, Inc, Cascade Rescue Company, On Rope 1, LLC, Seattle Manufacturing Corp, Force 6 Safety Products, Beal SARL, Pacific Helmets, Grundens, Redarc, AXIL, White Horse Research & Development, PGI Inc, Newcon Optik, EOTech, Garmin**

8. PROMPT PAYMENT TERMS: Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9 a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICROPURCHASE THRESHOLD: Yes

9b. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICROPURCHASE THRESHOLD: No

10. FOREIGN ITEMS: Bulgaria, Belgium, Cambodia, Taiwan, Bangladesh, El Salvador, Honduras, Japan, United Kingdom, Sweden, Austria, Italy, Germany, Republic Of Korea, Mexico, Finland, France, Canada, Israel, Australia, Poland, Portugal, Finland, Czech Republic, Switzerland, Hungary, Dominican Republic, Guatemala, Malta, Singapore, Nicaragua, Madagascar, New Zealand, Netherlands, Liechtenstein, Costa Rica, Greece, Latvia

11a. TIME OF DELIVERY: 7-10 Days ARO except American Security, Nightforce Optics (14-30 Days ARO),

11b. EXPEDITED DELIVERY: Overnight ARO

11c. OVERNIGHT/2-DAY DELIVERY: upon request. Please call (718) 361-1100 for product availability and applicable additional charges for expedited delivery

11d. URGENT REQUIREMENTS: upon request and dependent upon inventory on hand. Please call (718) 361-1100 for product availability and applicable additional charges for expedited delivery

FOB POINT:



H.L. DALIS INC.

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All products from the following manufacturers will have FOB Destination - CONUS Shipping Terms:
American Security, Nightforce Optics, Fraser Optics, Darkwater Vision, Kingston

All products from the following manufacturers will have FOB Origin Shipping Terms:

Spyderco, Brunton, Cold Steel, Emerson, Swarovski, Cammenga, Council Tool, Black-i Robotics, Hogue, Underwater Kinetics, Ursuit, Innobeam, Leatherhead Tools, Teufelberger Fiber Rope, Rapid Assault Tools, Rugged Outfitter, Lightforce, Otter Products, Big Bill, Humane Restraint, Bullard, US Night Vision, Energizer, Duracell, Pigeon Mountain Industries, Inc, Cascade Rescue Company, On Rope 1, LLC, Seattle Manufacturing Corp, Force 6 Safety Products, Beal SARL, Pacific Helmets, Amphenol, Belden, Canare, King, Vista Mount, West Penn Wire, PGI Inc,

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$100.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

Columbia River Knife & Tool

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$500.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

Acunet, BCB International, Bear & Son, Bushnell, Condor Tool & Knife, DPX Gear, Du-Star Knives, Energizer-Hard Case, Esee Knives, Exotac, Gerber, Kershaw/Zero Tolerance, GH Armor Systems, Leica, Luminox, Nite Ize, SOG, Carl Zeiss, High Speed Gear, Suunto, Fix It Sticks, Garmin

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$750.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

AI-Mar, 5.11 Tactical, Ka-Bar, Steiner, Maxpedition and Mora of Sweden, Ontario

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$1,000.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

StormTec, Smith Optics, Perfect Fit USA, Snagpak/Ndur/Camcon, Steripen, Casio, LRI, R-A-M Mounting Systems, Huish Outdoors, Torrey Pines Logic, Otis Products, Mission First Tactical, Tender Corporation, Propper, Surefire, Seiko

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$1,250.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

BTI/Taylor Brands

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$1,500.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

Aquapac, Drifire, Dull Knife Terminator, SKB Cases, Leatherman and Gems Manufacturing, Bates, Williamson Dickie, Viridian, Umarex, Airsports LLC, Vortex Optics, Dakota Outerwear, Pro-Shot, Longworth/XGO, WR CASE & SON, Aker Leather, ColdPruf, Arctix, Eleven 10, Raine Inc. Edge Tactical, Kamik, MagPump, Wilder Tactical, ABUS USA LLC, Blauer, Nielsen-Kellerman Company-Kestrel, Southwest Synergistic Solutions, Peerless Handcuff Company, Vanquest Gear, Meprolight, Arkon Resources, Inc, Grundens USA, Redarc

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$2,000.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

Atlanco/Tru-Spec, Sandpiper Of California, The Mako Group, Boston Leather, Fourth Element, Arctic Ice



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All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$2,500.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

ATN Corp, Maglula, Radians, Neese Industries, Tektite Industries, HWI Gear, R&b Fabrications, United Shield International, Absolute Outdoors- Kent, 221B Tactical, Firstwatch Gear, USIA Underwater Equipment Sales Corp, Inert Products, LLC, Disklabs, Crack Shot Corporation, Bekina Boots, Super Seer Corporation, JMD Product Services, AXIL, White Horse Research & Development, Mira Safety, Newcon Optik, PGI, Elite Survival, EOTech

All products for the following Manufacturers will have FOB Terms of FOB Origin; freight allowed will apply to orders of \$5,000.00 or more delivered to the 48 contiguous states and FOB Origin shipping terms for shipments to Alaska, Hawaii, and Puerto Rico:

Wise Company, KONG USA, Cal-June

13. **ORDERING ADDRESS:** Same as Contractor
14. **PAYMENT ADDRESS:** Same as Contractor
15. **WARRANTY PROVISIONS:** Standard Commercial Warranty
16. **EXPORT PACKING CHARGES, IF APPLICABLE:** Not applicable
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** accepted up to the micropurchase threshold
18. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO PURCHASE LEVEL):** not accepted above the micropurchase threshold
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** None
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE):** None
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** None
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** None
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
24. **ENVIRONMENTAL ATTRIBUTES, E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS:** Yes
25. **Supplier Unique Entity Identifier (UEI):** PCMWPKPJXS1
26. **Notification regarding registration in the System for Award Management (SAM) database**



H.L. DALIS INC.

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PREFENSE

COURSE OFFERINGS

Proposed SIN	Course Title	Course Length	Minimum Participants	Maximum Participants	Commercial Price	Price Per Course or Per Person	GSA OFFERED PRICE (excluding IFF)	GSA OFFERED PRICE (including IFF)
611430ST	PREFENSE-PD	1.5 hours	1	N/A	\$2,800.00	course	\$2,520.00	\$2,538.90
611430ST	ATC-4	4 hours	1	40	\$3,500.00	course	\$3,150.00	\$3,173.63
611430ST	ATC-6	6 hours	1	40	\$5,250.00	course	\$4,730.00	\$4,765.48
611430ST	ATC-12	12 Hours	1	40	\$6,850.00	course	\$6,165.00	\$6,211.24



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Authorize the purchase of twenty-five (25) 55 gallon drums of traffic paint from Ennis-Flint per the TN State Contract # 178 for a one-time purchase totaling \$15,675.00.

Prepared By: Jeanna Vanek

Subject: Seventeen (17) drums of Yellow, and eight (8) drums of White Traffic Paint.

Background: Public Works would like to obtain yellow and white traffic paint for the annual pavement marking.

Financial Impact:

FY24 budget provides for the purchase of this equipment.

Total Cost = \$15,675.00

Action options/Recommendations:

Authorize the purchase.

Attachment: Quote from Ennis-Flint and TN State Contract



Corporate Office:
4161 Piedmont Pkwy, STE 370
Greensboro, NC 27410
Phone (800) 331-8118
Fax (336) 218-6746
contracts@ennisflint.com

Entity: State of Tennessee
Contract Number: 63318 / SWC 178
Contract Title: SWC178 Traffic Paint & Glass Beads
Current Expiration Date: July 14, 2023
Contract Start: July 15, 2019
Product Line(s): Waterborne Traffic Paint
Remit Orders To: Ennis-Flint, Inc.

To request a quote or place an order, please contact:

Kelli AH-Keen
Contract Administrator
Phone 3363083794
Fax (336) 218-6746
kah-keen@ppg.com

For all other inquiries, please contact:

Daniel Puffer
Regional Sales Manager
Mobile 985-502-9115
Fax (336) 218-6746
dpuffer@ppg.com

Contract Item No.	Product Number	Description	Packaging	Unit of Measure	Contract Unit Price
TNDOT-PTL (Less Than Truckload quantity)					
1	984211-55NL	WB WHT TN FAST DRY	55G Drum	Drum (55)	\$ 604.45
2	984212-55NL	WB YEL TN FAST DRY	55G Drum	Drum (55)	\$ 627.00
3	984211-55NL	WB WHT TN FAST DRY	55G Drum	Drum (55)	\$ 604.45
4	984212-55NL	WB YEL TN FAST DRY	55G Drum	Drum (55)	\$ 627.00
5	984212-55NL	WB YEL TN FAST DRY	55G Drum	Drum (55)	\$ 627.00
TNDOT-PTL (Truckload quantity)					
6	984211-55NL	WB WHT TN FAST DRY	55G Drum	Drum (55)	\$ 561.00
7	984212-55NL	WB YEL TN FAST DRY	55G Drum	Drum (55)	\$ 583.55
TNDOT-PLTL (Less Than Truckload quantity)					
8	984211-5P	WB WHT TN FAST DRY	5G Pail	Pail (5)	\$ 60.80
9	984211-5P	WB WHT TN FAST DRY	5G Pail	Pail (5)	\$ 60.80
10	984212-5P	WB YEL TN FAST DRY	5G Pail	Pail (5)	\$ 62.85



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

Statewide Contract Issued to:

Ennis-Flint Inc
4161 Piedmont Pkwy Ste 370
Greensboro, NC 27410

Vendor ID: 0000068157

Contract Number: 0000000000000000000063318

Title: SWC 178 Traffic Paint & Glass

Start Date: July 15, 2019

End Date: July 14, 2024; No Remaining Renewal Options

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Seth Lake
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-507-6930
Fax: 615-741-0684
E-Mail: seth.lake@tn.gov

Line Information

Line 1

Item ID: 1000165620
Traffic Marking Paint, White, quick dry, 55 gallon drum, 1 to 5 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984211
Manufacturer Item #:
Unit Price: \$ 604.45

Line 2

Item ID: 1000165625
Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 1 to 5 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984212
Manufacturer Item #:
Unit Price: \$ 627

Line 3

Item ID: 1000165616
Traffic Marking Paint, White, quick dry, 55 gallon drum, 6 to 10 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984211-1
Manufacturer Item #:
Unit Price: \$ 604.45

Line 4

Item ID: 1000165617
Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 6 to 10 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984212-1
Manufacturer Item #:
Unit Price: \$ 627

Line 5

Item ID: 1000165622

Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 11 to 27 drums per order

Unit of Measure: DR

Vendor Item/Part #: 981212-2

Manufacturer Item #:

Unit Price: \$ 627

Line 6

Item ID: 1000165614

Traffic Marking paint, White, quick dry, 55 gallon drum, 54 drums or more per order

Unit of Measure: DR

Vendor Item/Part #: 984211-2

Manufacturer Item #:

Unit Price: \$ 561

Line 7

Item ID: 1000165615

Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 54 drums or more per order

Unit of Measure: DR

Vendor Item/Part #: 984212-3

Manufacturer Item #:

Unit Price: \$ 583.55

Line 8

Item ID: 1000165631

Traffic Marking Paint, White, quick dry, 5 gallon pail, 16-23 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984211-3

Manufacturer Item #:

Unit Price: \$ 60.8

Line 9

Item ID: 1000165627

Traffic Marking Paint, White, quick dry, 5 gallon pail, 24-31 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984211-4

Manufacturer Item #:

Unit Price: \$ 60.8

Line 10

Item ID: 1000165628

Traffic Marking Paint, Yellow, quick dry, 5 gallon pail, 24-31 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984212-4

Manufacturer Item #:

Unit Price: \$ 62.85

APPROVED: **Michael F. Perry/KB**
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry/KB
DN: cn=Michael F. Perry/KB,
ou=Department of General Services,
ou=Central Procurement Office,
email=Kayla.Barnett@tn.gov, c=US
Date: 2023.06.09 15:04:28 -0500

BY: **Seth J. Lake**
PURCHASING AGENT

Digitally signed by Seth J. Lake
DN: cn=Seth J. Lake, o=Central
Procurement Office, ou=Department of
General Services,
email=seth.lake@tn.gov, c=US
Date: 2023.06.09 13:45:08 -0500

DATE



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Approve the purchase of continued surveying service from Polco per the attached proposal for \$24,800.

Prepared By: Andrew Ellard

Subject: Polco Surveying for FY25 Budget Process

Background: The City has partnered with Polco for 12 consecutive years to survey and produce statistically meaningful feedback on citizens perceptions and satisfaction with city services. The data has been used to measure the effectiveness and success (or failure) of city services, which better informs budget recommendations.

Findings/Current Activity:

Continuing this service in what will be year 13 will continue to provide feedback in a consistent way. Staff has requested that Polco consider methods to improve the number of responses, and this year's proposal seeks to do so in a couple of ways: first, there will be additional follow-up contact with the randomly selected households to further encourage their participation, and second, the random sample population will be expanded slightly with more emphasis on geographic areas that responded with less frequency in prior years.

Financial Impact:

Funds are appropriated in the FY 24 budget.

Action options/Recommendations:

Staff recommends approval.

Attachment: Proposal



Polco and Morristown, TN

PROPOSAL FOR SERVICES

Build smarter, better connected communities
with an easy-to use platform that brings
verified input into decision making.

Prepared by:

Alec Vice

avice@polco.us

www.polco.us

About Polco


Polco is an exclusive partner of International City and County Managers Association (ICMA) and National League of Cities (NLC), and a GovTech 100 company. More than 350 government agencies trust Polco to empower their organizations to build trust, maximize the impact of public resources, and drive resident satisfaction. In 2019, Polco entered the GovTech market with flexible and trustable engagement tools, helping to facilitate civil and constructive discourse through participant verification and results filtering. In 2019, Polco merged with National Research Center (NRC), giving customers access to 25+ years of gold-standard survey assessment experience and more than 30M points of verified community input. In 2022, Polco founded the Government Performance and Action Lab (GPAL), a public/private data partnership with ICMA, NLC, The Hoover Institute and UW-Madison. In early 2023, Polco merged with Balancing Act, a mission-aligned GovTech 100 Company, to bring budget, climate and housing simulations, prioritization tools and taxpayer receipts into their full suite of engagement tools. With these powerful partnerships and decades of trusted data to contextualize, benchmark and compare current results, Polco is leading the future of public engagement, performance management and data-driven decision making.


Our Expertise



Polco's team, approaching 100 employees, has decades of experience working with and for local, state and federal governments on the critical issues that move us all forward. In addition to the data scientists and survey research experts in NRC, our in-house data science laboratory, our staff includes communications experts, certified community engagement professionals, credentialed customer success managers, PHD economists, MPAs, and product and engineering teams that put our customers at the center of every decision. We understand the challenges and opportunities that local governments contend with daily, and are experienced and prepared to support at each step of the way.


Our Products

Polco Engage gives you 24/7 access to online surveying, polling, live polling, real time results, reporting and analytics for up to 10 users. **Assessments** are tried and trusted statistically valid benchmark surveys conducted by NRC. **Polco Track** combines essential public data with verified resident feedback in one powerful performance management dashboard. **Balancing Act** offers simulation exercises on everyday and critical issues, along with prioritization tools and a taxpayer receipt. When used together, Polco products represent the most complete suite of public engagement and data-driven decision making tools available today.

Engage	Assess	Track	Balancing Act
Participant Overview	National Community Survey	Overview Dashboard	Budget Simulations
Ask (Surveys + Polls)	National Employee Survey	Safety Domain	Housing Simulations
Polco Live	National Business Survey	Economy Domain	Prioritize
Engagement Library	National Law Enforcement Survey	Land Use Domain	Taxpayer Receipt
Analysis + Reporting	National Law Enforcement Employee Survey	Community Health Domain	
	Community Assessment for Older Adults	Community Connection Domain	
		Education, Arts & Culture Domain	





Your Subscription

Prepared for the City of Morristown, TN

This quote covers the continuation of your Polco subscription from September 24, 2023 to September 23, 2024.

Recommended Products and Services

Polco Engage Module(All) + Assess Module (25k–50k Population)	\$15,500/year
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Assess - (Formerly Performance) Per assessment, per iteration
The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion. 3,000 HH Sample

Engage - Unlimited surveys, polls, and live events for resident input and measuring resident satisfaction on a variety of livability topics.

Optional Add-Ons:

Expanded Outreach(3k HH) – 3 Part Mailing	\$9,900/year
---	-------------------------

\$7,500/year

~~\$2,800/year~~

½ Page of Custom Questions	\$1,800/year
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Total : \$24,800/year

We are active partners in your success. Your work with Polco is supported by our team of survey and engagement experts, and a dedicated Customer Success Manager to provide training and resources. Supporting assets include webinars, best practice newsletters and a robust collection of case studies, articles, and engagement content to help you do the best work possible. v



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Acknowledge receipt of bids for Structural Firefighting hoods, accept the bid from North American Fire Equipment Co. as the best bid, and authorize to purchase 160 hoods for \$68.00 each for a total of \$10,962.16 including freight charge.

Prepared By: Jeanna Vanek

Subject: Structural Fire Fighting Hoods

Background: The City of Morristown Fire Department provides firefighters with protective, high quality structural firefighting hoods. Awarding this bid will allow the Fire Department to purchase Structural Fire Fighting hoods for new firefighters or replace worn hoods of current department members.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received three (3) total responses to the bid, one (1) did not meet the requirements.

Financial Impact:

FY 24 budget provides for the purchase of this equipment.

Total Cost : \$10,962.16

Action options/Recommendations:

Acknowledge bids, accept the bid from North American Fire Equipment Co., and authorize the hood purchase.

Attachment: Bid tabulation

Structural Firefighting Protective Hoods

BID TAB

August 29, 2023

Vendor	Price per Each	Total Price for Quantity of 160	Sample - Required	Product Info included – not required
Buyer's Point, LLC*	\$63.49	\$10,158.40	No Sample	None
Dan Enterprises Team	\$99.99	\$15,998.40	Sample Included	None
North America Fire Equipment Co., Inc (NAFECO)	\$68.00	\$10,962.16 **	Sample Included	Booklet Included

*Purchasing is not recommending Buyer's Point, LLC since there was not a sample included, which was required in the ITB.

** The cost is inclusive of \$82.16 freight in the bid for NAFECO



Morristown City Council Agenda Item Summary

Date: September 5, 2023

Agenda Item: Authorize the purchase of eight (8) cylinder valve assemblies, and four (4) Air-paks from Municipal Emergency Services (MES) per the Sourcewell Contract # 032620 for a one-time purchase totaling \$40,932.00.

Prepared By: Jeanna Vanek

Subject: Cylinder valve assemblies and 4 Air-paks

Background: The Morristown Fire Department would like to obtain the cylinder valve assemblies and air-paks for Unit #3. This is for their self-contained breathing apparatus' providing breathable air in environments with oxygen deficiency.

Financial Impact:

FY24 budget provides for the purchase of this equipment

Total Cost = \$40,932.00

Action options/Recommendations:

Authorize the purchase

Attachment: Quote from MES and Sourcewell Contract



(877) 637-3473

Quote

Quote # QT1713844
Date 08/16/2023
Expires 08/31/2023
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
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	8	\$1,319.00	\$10,552.00
X8814025305A04			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, SEMS II Pro, No Case, 2 SCBA Per Box	4	\$7,595.00	\$30,380.00

Contract Pricing through SourceWell GPO
RFP #032620, Firefighting Personal Protective Equipment, Apparel, and Accessories
Customer Membership ID #91532
Freight is Paid
Thank You

Subtotal \$40,932.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$40,932.00

This Quotation is subject to any applicable sales tax and shipping and 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.



QT1713844

**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
7E42B8FB17A64CC...
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 Tumberry 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 devices, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devices. Accessories include body armor.

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.
12	What is your Canadian market share, if any?	N/A
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerney II	303-326-8889

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers. *
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed. *
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer. *
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day. *
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota. *
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work. *
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories. *

Table 7: Marketing Plan

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 Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.

Table 11: Pricing and Delivery

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

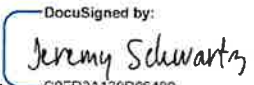
Sourcewell awarded a contract to Vendor to provide Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to Sourcewell and its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

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.

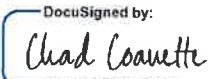
Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

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

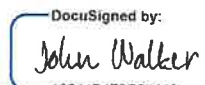
Approved:

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: September 5, 2023

Agenda Item: Authorize the purchase of one (1) Apex 4 Point Deluxe Kit from Municipal Emergency Services (MES) per the NPP Gov Cooperative Contract # PS20040 for a one-time purchase totaling \$14,028.00.

Prepared By: Jeanna Vanek

Subject: Apex 4 Point Deluxe Kit

Background: The Morristown Fire Department would like to obtain one (1) Apex 4 Point Deluxe Kit for Unit #1. This is for emergency rescue to stabilize a car for extraction. We already have one for Engine #1, but are looking to get one for Unit #1, in case they need to go in different directions.

Financial Impact:

FY24 budget provides for the purchase of this equipment

Total Cost = \$14,028.00

Action options/Recommendations:

Authorize the purchase.

Attachment: Quote from MES and NPP Gov Cooperative Contract.



(877) 637-3473

Quote

Quote # QT1713842
Date 08/16/2023
Expires 08/31/2023
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
APX-4PTX			APEX 4 Point Deluxe Kit	1	\$14,028.00	\$14,028.00

("NPPGov") Contract #PS20040, RFP 1910 Firefighter Equipment Contract
Customer Membership ID# M-5777193

Subtotal \$14,028.00
Shipping Cost \$450.00
Tax Total \$0.00
Total \$14,478.00

This Quotation is subject to any applicable sales tax and shipping and 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.



274QT1713842

LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

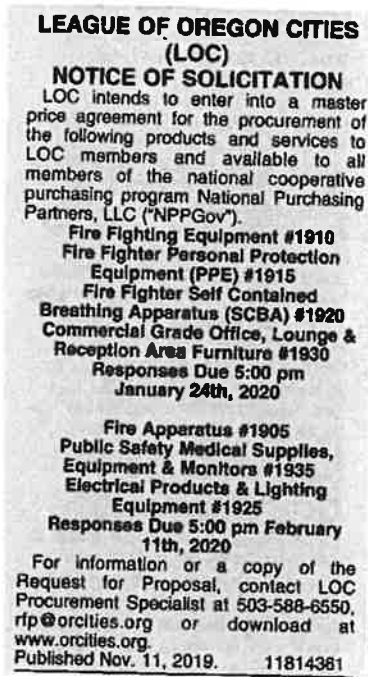
The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTING EQUIPMENT to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067	MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488	Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59 th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477	Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794	NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
5 Alarm Fire & Safety Equipment, Inc. Attn: Gerry Fleisher 350 Austin Circle, Delafield, WI, 53018	Draeger Attn: 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085	FLIR Attn: Jason Messerschmidt 9 Townsend West Nashua, NH 03063
Holmatro Attn: JoAnn Tyler 505 McCormick Drive Glen Burnie, MD 21061	GearGrid Attn: Jeff Anderson 670 S.W. 15 th St. Forest Lake, Mn 55025	

Mike Cully
Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by
Mike Cully.



Jennifer Cypert
NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194



Order No.: 11814361
Client Reference No:



January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556

MARKETPLACE TODAY

To view more Classified listings,
visit: www.classifieds.usatoday.com

For advertising information: 1-800-397-0070 www.russelljohns.com/usat

<p>NOTICES</p> <p>PUBLIC NOTICE</p> <p>League of Oregon Cities (LOC)</p> <p>NOTICE OF SOLICITATION</p> <p>LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").</p> <p>Fire Fighting Equipment #1910</p> <p>Fire Fighter Personal Protection Equipment (PPE) #1915</p> <p>Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920</p> <p>Commercial Grade Office, Lounge & Reception Area Furniture #1930</p> <p>Responses Due 5:00 pm January 24th, 2020</p> <p>Fire Apparatus #1905</p> <p>Public Safety Medical Supplies, Equipment & Monitors #1935</p> <p>Electrical Products & Lighting Equipment #1925</p> <p>Responses due 5:00 pm February 11th, 2020</p> <p>For information or a copy of the Request for Proposal contact LOC Procurement Specialist at 503-588-6550, rlp@orcities.org or download at www.orcities.org</p>	<p>PUBLIC NOTICE</p> <p>Pioneer Electric Cooperative Inc.,</p> <p>Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.</p> <p>Proposal documents are available at: http://pioneerelectric.coop/resources/storm-restoration/</p> <p>Bids due by 12/2/2019.</p> <p>IN SEARCH OF</p> <p>Attention Diabetics!</p> <p>NO More Finger Pricking</p> <p>Get Your New GCM Devices</p> <p>Covered by Medicare (must test/inject 4+ x a day)</p> <p>855-629-5927</p>	<p>ANTIQUE CLASSICS</p> <p>Wanted Old Foreign Project Cars!</p> <p>Any old foreign cars/Any Condition Porsche, Jaguar, Mercedes, Rolls Royce, Ferrari and more. Fast and Easy transactions. Cash on the spot.</p> <p>Call 703-832-2202</p> <p>BUSINESS</p> <p>BUSINESS OPPORTUNITIES</p> <p>STILL CHASING MONEY?</p> <p>Copy us. Newcomers doing better than \$30 K in their first month!</p> <p>TooDamnEasy.com</p> <p>Referral ID MA80659.</p> <p>Direct Marketing Opp.</p>	<p>BUSINESS OPPORTUNITIES</p> <p>Help Families Save Thousands on College</p> <ul style="list-style-type: none"> • Work from home • B2B Big-ticket Sales • High Profit Margins • All digital • Exclusives & 50% Financing may be available <p>850.781.9131</p> <p>INVESTMENTS</p> <p>20% APR PAID & INSURED</p> <p>You Hold the Title P&I Paid Monthly \$45k Investment \$66k Return Short Term</p> <p>985-630-6485</p>	<p>MARKETPLACE</p> <p>NOVELTY</p> <p>https://brooklynnovelty.com/</p> <p>Novelty products at low prices!</p> <p>In the tradition of Christmas, we will be giving away a product with every order as supplies last.</p> <p>Find us on Facebook at: Guy From Brooklyn</p> <p>HEALTH / FITNESS</p> <p>Macular Degeneration, Cataract, Glaucoma</p> <ul style="list-style-type: none"> • How to lead without injections! • Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate. • Discover how STEM CELLS can help your vision. <p>1-800-430-9328 www.USAEyeReport.com</p> <p>Edward Kondrot, MD Board Certified Ophthalmologist</p>	<p>HEALTH / FITNESS</p> <p>INVOKANA MEDICATION WARNING</p> <p>ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKANEX OR INVOKANEX XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ALERT WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKANEX OR INVOKANEX XR FOR YOUR DIABETES.</p> <p>YOU MUST CALL US NOW: 800-804-8248</p> <p>BOOKS/PUBLICATIONS</p> <p>STUDY THE BIBLE</p> <p>For FREE 8-lesson course Church of Christ, Box 8453, Falls Church, VA 22041 888-949-2178 www.gracewords.org</p> <p>Place your advertisement in USA TODAY's Marketplace!</p> <p>To advertise, call: 800-397-0070</p>
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GET NOTICED!

Advertise in USA TODAY's Marketplace!

Call: 1-800-397-0070

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: August 30, 2023

Re: Entry Level Patrol Officers

I am requesting to hire three full-time entry-level officers at the September 5th council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on August 8, 2023 to Reflect Recent **Testing**, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Dillon Atkins	8/31/2024
2	Denver Robertson	8/31/2024
3	Brandon Rowland	8/31/2024
4	Elijah Bernard	2/28/2024
5	James McCullough	8/31/2024
6	Luke Daniels	8/31/2024
7	Kayla Lande	8/31/2024
8	Josh Petitt	8/31/2024
9	Mark Cervantes	8/31/2024
10	Chris Parsley	8/31/2024
11	Chris Holt	2/28/2024
12	Israel Thorne	8/31/2024
13	Michael Boswell	8/31/2024

For the Civil Service Board



Lee Parker, Chairman