

Pre-Meeting WORK SESSION
July 5, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
July 5, 2022
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 21, 2022

6. PROCLAMATIONS/PRESENTATIONS

1. Retirement Proclamation and Presentation of Service Weapon to Detective Corporal Jack Everhart.

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

8. OLD BUSINESS

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

1. Ordinance No. 4714
Being an Ordinance of The City Council of Morristown, Tennessee
Amending Title 14 (Zoning and Land Use Control), Chapter 33
(Landscape, Buffers, and Screening) of The Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of repairs to West Hills Tractor Inc for a 2012 New Holland Tractor in the amount \$16,137.23.
2. Approval to purchase mobile lifts for the Equipment Shop from Ari Phoenix, Inc. in the amount \$24,236.58 based on purchasing cooperative pricing. This is a planned expenditure in the FY23 budget.
3. Approval to Surplus the service weapon assigned to Detective Corporal Jack Everhart, Glock Model a Glock Model 31, .357 Caliber, Serial #-BAXZ619 to be transferred to Corporal Everhart in honor of his 30 years of service to the Morristown Police Department.
4. Approval of Change Order No. 1 with BurWil Construction in the amount of \$234,106 for extended Construction Management Services for the Morristown Landing project.
5. Acknowledge receipt of bids for Microsoft Office license renewals and award best and lowest bid.
6. Acknowledge receipt of proposal for K9 Services for Morristown Police Department and authorize the City Administrator to establish and execute an agreement with Integrity Canine on the basis of the advertised RFP and the company's proposal.
7. Acknowledge receipt of proposals for Property Maintenance Services for Code Enforcement and authorize the City Administrator to establish and execute an agreement with Lawnman Lawncare, LLC on the basis of the advertised RFP and the company's proposal.
8. Approve a Work Authorization in the amount of \$1,250 for LDA Engineering to perform a structural assessment of the TCAT building and hangar at the Morristown Regional Airport.

9-d. Board/Commission Appointments

1. Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five (5) year term to expire on July 31, 2027. Term expiring Lynn Elkins.

9-e. New Issues

1. Approval of hiring five (5) Entry Level Firefighters for the Morristown Fire Department.
2. Confirmation of Disciplinary Action for the Police Department.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
July 5, 2022**

1. No Work Session Scheduled

City Council Meeting/Holiday Schedule.

July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
June 21, 2022
5:00 p.m.

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

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

Councilmember A'Hearn made a motion to approve the June 7, 2022, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Building Inspector Robert Montgomery with a Proclamation upon his retirement from the City of Morristown and commended him for his many years service to the citizens of the city.

Mayor Chesney presented Captain Dan Cliff with a Proclamation upon his retirement from the City of Morristown. Police Chief Overholt presented Captain Cliff with his service weapon and K-9 Zlatan and commended him for serving the Morristown Police Department and the citizens of the city well.

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

A Public Hearing was held related to Ordinance 4713. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4713 on second and final reading as amended: increase annual allocation to Crockett Tavern by \$1,000; increase all Parks & Recreation Department part time employees to an hourly wage of \$12.50; appropriate funds to allow for all part-time employees to be included in the Christmas bonus program; appropriate the remaining balance of ARPA revenue to a misc. line-item Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4713

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2022 and ending June 30, 2023.

A Public Hearing was held related to Ordinance 3689.05. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3689.05 on second and final reading as amended by \$300,000 as related to the airport budget. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 3689.05

An Ordinance to amend Ordinance Number 3689, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 necessary to appropriate additional funds in the amount of \$16,885 for the Jag Grant, \$629,300 for the appropriation of revenues exceeding estimates, appropriation of American Rescue Plan Act Grant Funds for projects previously approved, transfer of funds to the General Capital Projects Fund for the resurfacing of the tennis courts.

Councilmember Senter made a motion to approve Resolution No. 2022-15. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Resolution No. 2022-15

A Resolution of the City Council of Morristown, Tennessee authorizing the disbursement to ALPS, Boys & Girls Club of Morristown Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic Inc., Keep Morristown Hamblen Beautiful, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, McNabb Center, Boys & Girls Club Swim Team, Morristown's Task Force on Diversity/HOLA, Morristown-Hamblen Imagination Library Advisory Council, Friends of Hospice of the Lakeway Area, Economic Development, and Crockett Tavern, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2022/2023 fiscal year budget.

Councilmember Smith made a motion to approve Ordinance No. 4714 on first reading and schedule a public hearing relative to final passage of said ordinance for July 5, 2022. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4714

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) of The Morristown Municipal Code.

Councilmember A'Hearn made a motion to approve Ordinance No. 4715 on first reading and schedule a public hearing relative to final passage of said ordinance for July 19, 2022. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4715
Being An Ordinance of The City Council of Morristown,
Tennessee Amending Title 14 (Zoning and Land Use Control),
Chapter 14 HI-Heavy Industrial District, Section 14-1408.
(Building Height) of The Morristown Municipal Code.**

Councilmember Senter made a motion to acknowledge receipt of bids for Fire Station 1 & 2 Kitchen Renovations, accept the bid from Ballinger Construction in the amount of \$52,000 as the best bid, and authorize execution of a contract for the same. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to acknowledge receipt of bids for Getac Notebook Computers, accept the bid from SOS Computers LLC dba Technology Express with a unit price of \$2,487.53 as the best bid, and authorize a purchase order for eight (8) units, notebooks only. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve an amendment to the agreement (MOU) between the City and Knoxville-Knox County Community Action Committee for continued project delivery services associated with the Emergency Repair program. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Amendment No. 1 to the Work Authorization for Michael Baker International for the Land Acquisition Study project related to the Morristown Regional Airport. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Work Authorization for Michael Baker International for general professional services related to the Morristown Regional Airport. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement with LKM Properties, LP for Weigel's Store #98, located at 4555 W Andrew Johnson Hwy, Morristown, TN. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval to surplus the service weapon assigned to Captain Dan Cliff, Glock Model 32 Serial #BAXZ896 and to be transferred to Captain Cliff in honor of his 30 years of service to the Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion for the approval to surplus (Retirement) of K-9 Zlatan. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Change Order No. 7 with PATH Construction in the amount of \$144,550.00 for Morristown Landing. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the appointment of Paul Lynch to the Industrial Development Board to fill the unexpired term of Joe Swann; term expiring June 30, 2024. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the appointment of Jessica Rich and the reappointments of Chris Horn, Marshall Ramsey and Veronica Snyder to the Industrial Development Board for a six (6) year term to expire June 30, 2028. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to promote Clyde Short to Captain for the Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

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

Mayor Gary Chesney adjourned the June 21, 2022, Morristown City Council meeting at 5:51 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: June 14, 2022
REQUEST: Landscape Amendment

This is a Staff initiated amendment to the City's Zoning Ordinance, specifically Chapter 33, Section 14-3304.E Buffer Yards. With the City of Morristown seeing a definitive uptick in commercial developments over the past decade, Staff has been made aware that the types of vegetative screening required between different uses, has provided lackluster results at best.

Current regulations allow the option of either fencing with shrubbery or, evergreen trees, to be planted between dissimilar uses. Spacing of evergreens can be up to 15 feet apart. The choice of plantings must be provided within a 10-foot grassed strip. Some species of evergreens currently allowed as part of this requirement provided good screening in the early years of their growth cycle; however, some of these same trees are now void of vegetation along the base or ground area of the tree.



The proposed changes should better safeguard single family neighborhoods from higher intensive uses, by requiring more trees, and wider buffer yards.

The species of tree will be limited to only two varieties, (provided below), both of which are available year- round at most local nurseries and big box stores. All trees shall be 6 feet in height from finished grade to top of tree

Arborvitae (Emerald Green or Thuga Green Giant) (planted on 8- foot centers)
Leyland Cypress (planted on 8- foot centers)

Development type will determine size of buffer yard and density of vegetation. For example, multifamily residential construction beside single- family housing will require the developer to design their project with either a 15 or 20 foot grassed buffer yard along all common property lines. The width of the preferred yard will determine if fencing is be installed and, the number and placement of evergreen trees.

Commercial or industrial development against single family housing will be required to implement either a 20 or 25 foot grassed yard perimeter between uses, with fence or double stand of evergreens.

By taking more of a quality control approach to this section of code, Staff is confident in years to come, the outcome will make for better neighbors.

RECOMMENDATION:

The Planning Commission at their June 14th meeting voted to forward this text amendment on to City Council for approval.

Current Screening –



ORDINANCE NO. 4714

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 33 (LANDSCAPE, BUFFERS, AND SCREENING) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) be approved as follows:

14-3304.E Buffer Yard

The purpose of the buffer yard is to place a permanent barrier between incompatible uses to control the effects of traffic, noise, trash or other harmful effects associated with higher intensive uses.

1. Applicability (7/05/2022)

A Buffer Yard is required when:

- a. A nonresidential site borders any agricultural or residential zoning district or use; and
- b. A multi-family site border an agricultural or single-family district or use.

Buffer yards may be included in the building setback requirements, but cannot interfere with existing or proposed utility easements.

2. Design Standards

Buffer yards shall be designed taking into consideration both minimum yard width and density of plant material at maturity. The total buffer area and number of plants required will be determined by the adjoining uses.

Sidewalks or bike trails may occur within landscape buffer yards provided that the required effect of the yard is not compromised. In no event, however, shall the following uses be permitted in landscape buffer yards: playfields, stables, swimming pools, golf courses, tennis courts, stormwater retention or detention facilities and other recreational facilities; parking areas and other vehicular use areas; dumpsters, equipment storage and other open storage; buildings or overhangs.

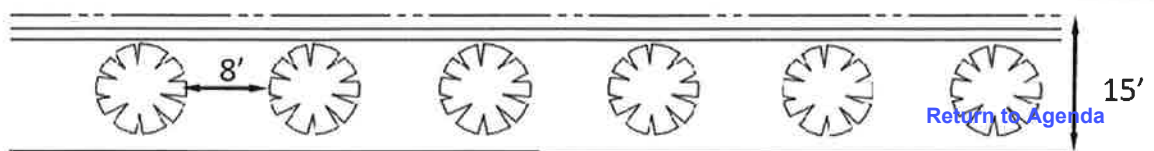
All evergreen trees used to buffer between uses shall be comprised of the following selection only; Arborvitae (Emerald Green or Thuga Green Giant), Leyland Cypress.

Fences provided in Landscape Buffer Yards may be constructed of natural wood or plastic – no sheet plastic, sheet metal, corrugated metal, chainlink or plywood fencing shall be allowed, and shall be a minimum of 6 feet in height from finished grade. The finished side of fences shall face the lower intensity use.

Residential Use –

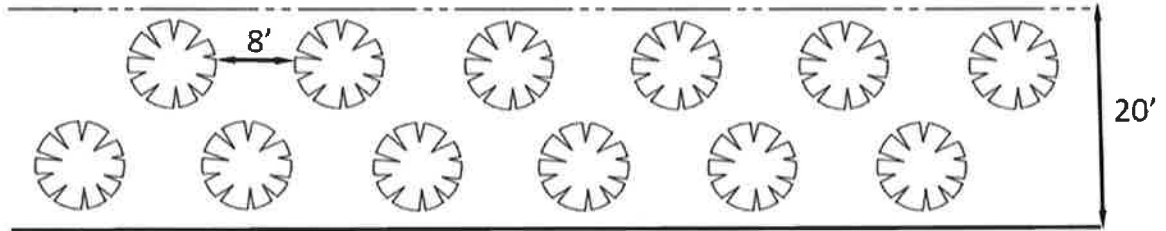
Multi-family (3 units or greater) bordering single family –

A.) Applicant shall maintain a minimum 15-foot grassed perimeter along the adjoining property line(s) to include a single row of evergreen trees with 6 foot fencing; (trees shall be on 8 foot centers)



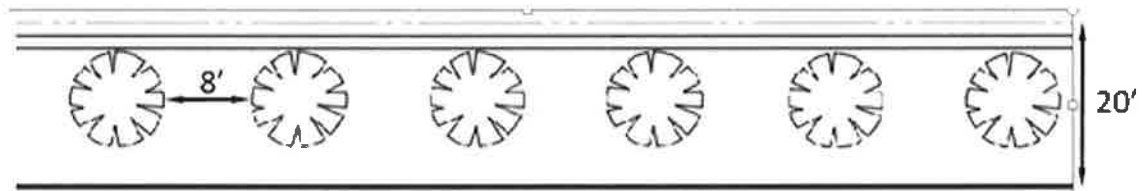
or;

B.) Applicant shall maintain a minimum **20-foot** grassed perimeter along the adjoining property line(s) to include a staggered row of 6 foot tall evergreen trees at planting (trees shall be on 8 foot centers).



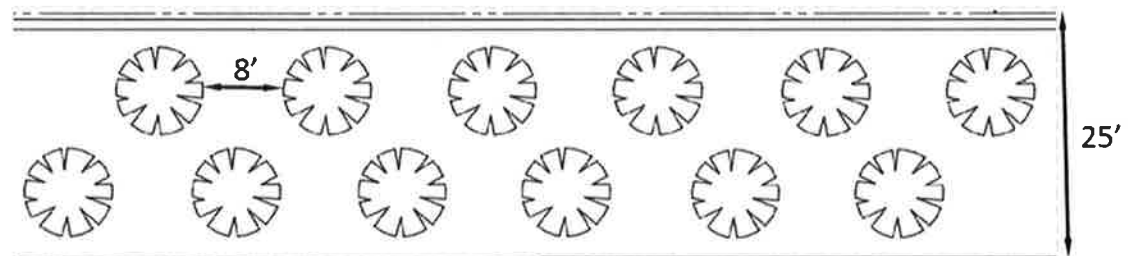
Commercial / Industrial Use –

C.) Applicant shall maintain a minimum **20-foot** grassed perimeter along the adjoining property line(s) to include a single row of evergreen trees with 6 foot fencing; (trees shall be on 8 foot centers)



or;

D.) Applicant shall maintain a minimum **25-foot** grassed perimeter along the adjoining property line(s) to include a staggered row of evergreen trees; (trees shall be on 8 foot centers)



3. Service Area Screening

All service areas, including garbage collection and utility service areas, shall be screened from public rights of way and adjoining residential property.

A.) Dumpsters -

Dumpsters shall be screened in the following manner:

- a. Screening shall be a minimum height of 6 feet.
- b. All four sides of the dumpster shall be screened.
- c. The screen should incorporate access to the dumpster by using a wood fence or other opaque device to serve as a gate.
- d. Screening materials can be any combination of wood, composite, or masonry material.

B.) Utility Services –

Exposed non-power utility features, power utility substations and exposed metal cabinets exceeding five feet in height shall be screened in the following manner:

- a. Screening materials can be any combination of wood, composite, or masonry material.
- b. Screening shall be at least one foot higher than the service area being screened.
- c. Screening shall be in accordance with all applicable building, electrical, and fire codes.
- d. The Planning Director may grant a special exemption where these provisions may interfere with security measures.

14-3307. SPECIES RECOMMENDATIONS

C. Evergreen Trees for Screening

Green Giant Arborvitae	<i>Thjua Standishii X plicata</i>	50'-60'/12'-20'
Leyland Cypress	<i>Cupressocyparis</i>	60'-70'/8'-15'

D. Shrubs for Foundation Plantings

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

Passed on first reading this the 21th day of June 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 5th day of July 2022.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: July 1, 2022

Agenda Item: Approval of Repair – New Holland Tractor Unit #3

Prepared By: Michelle Woods, Accounting Manager / David Marshall, Fleet Manager

Subject: Approval of repair from West Hills Tractor, Inc. for repair to New Holland Tractor

Background/History: The City of Morristown has a 2012 New Holland Tractor in need of repair. Due to DEF contamination, the fuel rail and injectors were all replaced in the fall of 2021. However, it has now come to the attention of staff that other engine parts were contaminated and now need to be replaced. We were only able to obtain one quote.

Financial Impact: This was not a planned expenditure in the FY22/23 budget; however, funds have been identified to cover the repairs.

Action/Recommendations: The City of Morristown is seeking approval of repairs from West Hills Tractor, Inc. for a 2012 New Holland Tractor in the estimated amount \$16,137.23

Attachment: Purchase Order & Quote

West Hills Tractor, Inc.

WORK ORDER



PO Box 96 • 1103 West Jackson Blvd.
Jonesborough, TN 37659
Phone: (423) 753-4621
www.westhillstractor.com



SOLD TO:					SHIP TO:				
CITY OF MORRISTOWN PURCHASING DEPT. P. O. BOX 1499 MORRISTOWN TN 37816					CITY OF MORRISTOWN 619 HOWELL RD MORRISTOWN TN 37813				
WORK: 423-581-4110					WORK: 423-585-4662				
Acct No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#	
CITMOR		6/22/22	9:19AM	WO54200	SK		62-6000369	1	
Starting Date	Ending Date	Make	Model	Serial Number	Stock Number				
6/13/22		NH	TS6.110						
Promised	Call When Ready	Deliver?	2nd Serial Number	Usage	Invoice Type	St.#			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		1013 H	PRELIMINARY	01			
QTY	B/O	DESCRIPTION OF WORK DONE/PART NUMBER					PRICE	AMOUNT	
CUSTOMER-DEF IN FUEL. ENGINE KNOCKING									
1.) ENGINE KNOCKING									
* Quote includes removing engine, and overhauling.									
43.28		LABOR - CUSTOMER					90.00	3895.20	
30.00		MACHINE SHOP					125.00	3750.00	
		ENVIRONMENTAL FEE/SHOP SUPPLY						15.00	
1		FO 4895040	BUSHING				33.75	33.75	
3		FO 4895393	O-RING				8.25	24.75	
2		FO 4895605	PLUG HE				16.25	32.50	
1		FO 4899072	O-RING				4.40	4.40	
8		FO 4891024	BOLT				15.00	120.00	
10		FO 4891025	BOLT				5.80	58.00	
1		FO 5801418586	GASKET				148.00	148.00	
16		FO 2831287	SEAL				8.25	132.00	
8		FO 4895051	STD EXHA				20.75	166.00	
16		FO 2831473	SPRING				15.00	240.00	
4		FO 504070041	ISOLATOR		CS43D		3.35	13.40	
1		FO 98412146	GASKET				4.20	4.20	
1		FO 504070037	GASKET		CS5I		32.00	32.00	
1		FO 5802048518	GASKET				104.00	104.00	
2		FO 14438185	O-RING		CS10B		4.50	9.00	
10		FO 4891353	SCREW		CS38E		6.45	64.50	
4		FO 500086098	SET OF M				44.00	176.00	
1		FO 500086099	SET OF M				93.75	93.75	
1		FO 5801483583	SEAL, OI		CS13J		62.25	62.25	
1		FO 504108486	O-RING		CS10M		19.25	19.25	

TERMS

PARTS - NET 10th PROX.
WHOLEGOODS - DUE UPON RECEIPT

West Hills Tractor Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the part or parts sold hereby. It neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such parts. Buyer shall not be entitled to recover from West Hills Tractor Inc. any consequential damages, damages to property, damages for loss of use or time, loss of income or profits or any other incidental damages. The Buyer acknowledges and agrees that any warranties applying to the part or parts sold hereby are those which may be offered by the manufacturer thereof.

A 20% RESTOCKING CHARGE ON ALL RETURNED PARTS. NO RETURNS ON ELECTRICAL ITEMS.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

** CONTINUED ON NEXT PAGE **

INVOICE NO. WO54200-01



LABOR	
PARTS	
FREIGHT/MILEAGE	
OTHER	
SHOP SUPPLIES	
SALES TAX	
TOTAL	
BALANCE DUE	

* Designates Tax Applied to This Item

* * **THANK YOU FOR YOUR BUSINESS** * *

West Hills Tractor, Inc.

WORK ORDER



PO Box 96 • 1103 West Jackson Blvd.
Jonesborough, TN 37659
Phone: (423) 753-4621
www.westhillstractor.com



SOLD TO:					SHIP TO:				
CITY OF MORRISTOWN PURCHASING DEPT. P. O. BOX 1499 MORRISTOWN TN 37816					CITY OF MORRISTOWN 619 HOWELL RD MORRISTOWN TN 37813				
WORK: 423-581-4110					WORK: 423-585-4662				
Acct No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#	
CITMOR		6/22/22	9:19AM	WO54200	SK		62-6000369	2	
Starting Date	Ending Date	Make	Model	Serial Number		Stock Number			
6/13/22		NH	TS6.110						
Promised	Call When Ready	Deliver?	2nd Serial Number		Usage	Invoice Type	St.#		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			1013 H	PRELIMINARY	01		
QTY	B/O	DESCRIPTION OF WORK DONE/PART NUMBER				PRICE	AMOUNT		
8		FO 2831298	ROD, CON			265.00	2120.00		
4		FO 500055464	SET CON			37.50	150.00		
4		FO 500055465	PISTON A			325.00	1300.00		
1		FO 504070039	GASKET			36.75	36.75		
1		FO 504121094	SUPPORT			1315.00	1315.00		
1		FO 47361662	GASKET			6.35	6.35		
1		CA 17284881	O-RING			5.60	5.60		
1		FO 4897110	O-RING		CS11L	14.00	14.00		
1		CA 47509565	FILTER		OV3	52.50	52.50		
1		FO 84412164	FILTER,		CS33TOP	28.00	28.00		
1		FO 4894095	O-RING		CS10C	1.25	1.25		
1		FO 504347963	MANIFOLD			680.00	680.00		
4		CA 504100835	FITTING			83.50	334.00		
1		FO 17290581	O-RING		CS10B	9.95	9.95		
2		FO 4897111	O-RING		CS10M	13.00	26.00		
1		CA 4890700	GASKET		CS40C	7.15	7.15		
1		FO 4895133	GASKET		46C15	10.00	10.00		
1		FO 17277981	O-RING		CS11F	0.28	0.28		
1		FO 5802123625	GASKET			21.00	21.00		
4		FO 5801756085	GASKET		CS40C	26.75	107.00		
1		FO 2830972	GASKET		47J2	63.00	63.00		
1		FO 2830913	PUMP, EN			345.00	345.00		
1		FO 5801483558	SEAL, OI		CS12H	50.75	50.75		
1		FO 84228488	FILTER,		OV16	27.75	27.75		
1		FO 504062710	O-RING		CS11D	6.15	6.15		
1		FO 17282081	GASKET		CS10B	0.80	0.80		
1		FO 504062856	SEAL, RI		CS11L	5.50	5.50		

TERMS

PARTS - NET 10th PROX.
WHOLEGOODS - DUE UPON RECEIPT

West Hills Tractor Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the part or parts sold hereby. It neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such parts. Buyer shall not be entitled to recover from West Hills Tractor Inc. any consequential damages, damages to property, damages for loss of use or time, loss of income or profits or any other incidental damages. The Buyer acknowledges and agrees that any warranties applying to the part or parts sold hereby are those which may be offered by the manufacturer thereof.

A 20% RESTOCKING CHARGE ON ALL RETURNED PARTS. NO RETURNS ON ELECTRICAL ITEMS.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

** CONTINUED ON NEXT PAGE **

INVOICE NO. WO54200-01



LABOR	
PARTS	
FREIGHT/MILEAGE	
OTHER	
SHOP SUPPLIES	
SALES TAX	
TOTAL	
BALANCE DUE	

* Designates Tax Applied to This Item

* * **THANK YOU FOR YOUR BUSINESS** * *

West Hills Tractor, Inc.

WORK ORDER



PO Box 96 • 1103 West Jackson Blvd.
Jonesborough, TN 37659
Phone: (423) 753-4621
www.westhillstractor.com



SOLD TO:					SHIP TO:				
CITY OF MORRISTOWN PURCHASING DEPT. P. O. BOX 1499 MORRISTOWN TN 37816					CITY OF MORRISTOWN 619 HOWELL RD MORRISTOWN TN 37813				
WORK: 423-581-4110					WORK: 423-585-4662				
Acct No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#	
CITMOR		6/22/22	9:19AM	WO54200	SK		62-6000369	3	
Starting Date	Ending Date	Make	Model	Serial Number	Stock Number				
6/13/22		NH	TS6.110						
Promised	Call When Ready	Deliver?	2nd Serial Number	Usage	Invoice Type	St.#			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		1013 H	PRELIMINARY	01			
QTY	B/O	DESCRIPTION OF WORK DONE/PART NUMBER			PRICE	AMOUNT			
1		FO 504380075 THERMOST			CS26D	33.00	33.00		
1		FO 2831317 GASKET			46F1	41.00	41.00		
1		FO 2830559 GASKET			46F1	28.00	28.00		
1		CA 5801750729 HEAT EXC				105.00	105.00		
2		FO 5135738 O-RING			CS10D	4.25	8.50		
** NO RETURNS ON SPECIAL ORDERED ITEMS									

TERMS

PARTS - NET 10th PROX.
WHOLEGOODS - DUE UPON RECEIPT

West Hills Tractor Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the part or parts sold hereby. It neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such parts. Buyer shall not be entitled to recover from West Hills Tractor Inc. any consequential damages, damages to property, damages for loss of use or time, loss of income or profits or any other incidental damages. The Buyer acknowledges and agrees that any warranties applying to the part or parts sold hereby are those which may be offered by the manufacturer thereof.

A 20% RESTOCKING CHARGE ON ALL RETURNED PARTS. NO RETURNS ON ELECTRICAL ITEMS.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

SIGNATURE _____

INVOICE NO. WO54200-01



LABOR	7645.20
PARTS	8477.03
FREIGHT/MILEAGE	0.00
OTHER	0.00
SHOP SUPPLIES	15.00
SALES TAX	GT
TOTAL	16137.23
PAYMENTS	0.00
BALANCE DUE	16137.23

* Designates Tax Applied to This Item

* * **THANK YOU FOR YOUR BUSINESS** * *



ARI PHOENIX, INC.
4119 Binion Way
Lebanon, OH 45036 USA
www.ari-hetra.com
info@ari-hetra.com
Toll Free: 800-562-3250
Phone: 513-229-3750
Fax: 703-359-6405


Sourcewell QUOTE
Jun 23, 2022 08:10 AM
Valid For: 30 Days
Quote Number: ARI21731

David Marshall

City of Morristown
619 Howell St
Morristown, TN 37813

Phone: 423-585-4662
Fax:
Email: dmarshall@mymorristown.com

Dear David Marshall:

Thank you for the opportunity to quote you prices on our **ARI-HETRA** equipment. Our products are designed specifically for Heavy Duty applications using technologies that provide ruggedness, quality and long term benefits to your operation. The pricing shown below is pursuant to our **Sourcewell Contract Number 013020-ARP**.

Qty	Product Details	Price	Total	Discount	Total
1	BPW-10-2-AJ Wireless, Battery Mobile Column Lift System, 2 Columns, 13 in. Forks, min 10.9" rim, Adjustable 520mm to 900mm Width Carriage, 18000 lbs. per Column, 36000 lbs. Total System.	\$ 26,877.65	\$ 26,877.65	\$ 4,031.65	\$ 22,846.00
1	FREIGHT Due to volatility in shipping markets, this freight quote is valid for 5 days only.	\$ 1,390.58	\$ 1,390.58	\$ 0.00	\$ 1,390.58
Sub Total				\$ 24,236.58	
Grand Total					\$ 24,236.58

SourceWell member Id # 91532

Terms: 1% 10; Net 30

Taxes: State and local sale tax is collected, where applicable. Tax exempt certificates should be sent to forms@ari-hetra.com
Shipping & Handling: **FOB Destination - Freight Collect**
Lease/Purchase Available

Issuance of Purchase Orders & Payments To: **ARI-PHOENIX**

City of Morristown

Randy Tucker
ARI-PHOENIX

To view our entire product catalog please visit www.ari-hetra.com/catalog

Please send your purchase order referencing this quote number to: Orders@ari-hetra.com

Be sure that your PO includes our correct name and address shown at the top of this quote
Our Tax ID is 47-4503033 and we will provide a W-9 upon request. A credit card convenience fee will be charged on equipment orders over \$2000, if you wish to pay by that method.

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- 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. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.

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

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

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

013020-ARP

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 4/20/2020 | 8:30 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 4/20/2020 | 8:46 PM CDT

ARI Phoenix Inc.

DocuSigned by:
By: Bill Gibson
B642080F9C04423...

Bill Gibson
Title: VP Business Development

Date: 4/20/2020 | 2:57 PM PDT

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

Vendor Details

Company Name: ARI Phoenix, Inc.
Does your company conduct business under any other name? If yes, please state: ARI-HETRA
Address: 4119 Binion Way
Lebanon, OH 45036
Contact: Tekla Goodwin
Email: teklagoodwin@ari-hetra.com
Phone: 513-229-3750 103
Fax: 703-359-6405
HST#: 47-4503033

Submission Details

Created On: Thursday December 12, 2019 09:04:02
Submitted On: Thursday January 30, 2020 16:26:20
Submitted By: Tekla Goodwin
Email: teklagoodwin@ari-hetra.com
Transaction #: 3415764a-24d6-4936-bf82-5b8b5b64cfa2
Submitter's IP Address: 74.142.222.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

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

Table 8: Value-Added Attributes

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

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

Table 9: Warranty

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

Line Item	Question	Response *
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43	Do your warranties cover all products, parts, and labor?	<p>All ARI-HETRA products (Mobile & HDXL Scissor Lift Systems, Wheel Service Products, and Exhaust Extraction Systems and accessories), have a one (1) year Labor warranty.</p> <ul style="list-style-type: none"> - Our Mobile Column and HDXL Lift Systems are also warranted for a period of five (5) years from date of new system purchase for all Structural and Mechanical parts (Structural and Mechanical parts include the frame body, gearbox, and mechanical ball-screw components). Electronics and non-structured parts are warranted for a period of two (2) years on new Lift systems. Warranted parts or components will be replaced or repaired at the discretion of ARI-HETRA and parts replaced under the warranty period carry the remaining balance of the original manufacturer's warranty. Structural and Electrical Parts warranties include first (1) year labor and travel. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement warranty. - All ARI-HETRA branded accessories and components are warranted for a period of one (1) year from date of purchase. This includes, but is not limited to, Refurbished Lifts, Stands, Lifts Accessories, and Remote Control. Warranty includes labor and travel or return and replacement charge. - All ARI-HETRA branded Heavy-Duty Wheel Service Products including but not limited to Tire Changers, Balancers, Inflation Cages, Hydraulic Jacks, Brake Lathes, and Brake Handling products are warranted to a period of one (1) year from date of purchase. Warranty includes labor and travel or return and replacement charge. <p>All mechanical and structural components of the ARI-HETRA Exhaust Extraction Systems are warranted for a period of one (1) year from date of purchase during which time warranted parts will be replaced or repaired at the discretion of ARI-HETRA without charge.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All ARI-HETRA products should be installed and serviced by ARI-HETRA trained and authorized sales or service personnel. Our warranty does not apply unless the product is installed, operated, used and maintained in accordance with ARI-HETRA specifications, as set forth in the ARI-HETRA Operations & Service Instructions' manual. The warranty does not cover normal maintenance or adjustments, damage or malfunction due to improper handling, improper installation, abuse, misuse, overloading, negligence, unsuitable power sources, carelessness, or normal wear and tear.</p> <p>Damage caused by unauthorized service companies will void the warranty related to that damage and its coverage periods. All warranties are expressly conditioned upon use of only such replacement parts as are manufactured or approved by ARI-HETRA. After expiration of labor and travel warranties while parts warranties are still in effect, parts which are thought to be defective may be returned to ARI-HETRA in combination with an RMA (returned material authorization) with freight charges to be reimbursed in the event that ARI-HETRA determines the part(s) were defective.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, ARI-HETRA's warranty covers first year travel and labor.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	There are no geographic regions in the United States or Canada where we do not provide a certified technician to perform warranty repairs. Sourcewell members can call our 800 number, to reach our Customer Service Team and Tech Support. They may also email or speak to the Regional Sales Manager people to arrange an appointment for service and warranty repair.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, ARI-HETRA will not cover warranty service on any non ARI-HETRA branded products.
48	What are your proposed exchange and return programs and policies?	ARI-HETRA offers a full refund on unused equipment less 15% restocking fee plus freight cost, up to 30 days after delivery.
49	Describe any service contract options for the items included in your proposal.	ARI-HETRA does not have any current service contract options.

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

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

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

Table 13: Audit and Administrative Fee

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

Table 14: Industry Specific Questions

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

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

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

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

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

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

- [Financial Strength and Stability](#) - Financial Strength And Stability.zip - Thursday January 30, 2020 16:18:13
- [Marketing Plan/Samples](#) - Marketing Plan _ Samples.zip - Thursday January 30, 2020 16:24:22
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Thursday January 30, 2020 14:02:59
- [Pricing](#) - Pricing.pdf - Thursday January 30, 2020 16:20:43
- [Additional Document](#) - Other Documents.zip - Thursday January 30, 2020 16:16:23

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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

☐ Yes ☒ No

**AIA**[®]**Document G701™ – 2017****Change Order**

PROJECT: *(Name and address)*
 CITY OF MORRISTOWN
 COMMUNITY CENTER
 DURHAM LANDING
 MORRISTOWN TN 37813

CONTRACT INFORMATION:
 Contract For: PROJECT MANAGER

CHANGE ORDER INFORMATION:
 Change Order Number: 001

Date: MARCH 17, 2020

Date: JUNE 29, 2022

OWNER: *(Name and address)*
 CITY OF MORRISTOWN
 100 WEST FIRST STREET
 MORRISTOWN TN 37814

ARCHITECT: *(Name and address)*
 LOSE DESIGN
 2809 FOSTER AVE.
 NASHVILLE TN 37210

CONTRACTOR: *(Name and address)*
 BURWIL CONSTRUCTION CO. INC.
 620 LOCUST STREET
 BRISTOL, TN 37621

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.)

This change order provides an additional 8 months of construction management services per attached letter dated May 17, 2022.

The original Contract Sum was	\$ 1,148,520.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,148,520.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 234,106.00
The new Contract Sum including this Change Order will be	\$ 1,382,626.00

The Contract Time will be increased by terms in attached letter dated May 17, 2022.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

BURWIL CONSTRUCTION
 COMPANY, INC.

CONTRACTOR *(Firm name)*

Nick Self/mf

SIGNATURE

NICK SELF/PRESIDENT

PRINTED NAME AND TITLE

06/29/2022

DATE

CITY OF MORRISTOWN

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

May 17, 2022

City of Morristown
Attn: Tony Cox
4355 Durham Landing
Morristown, TN 37813

Morristown Community Center Project-Change Order Request for Extended Construction Management Services

Dear Mr. Cox:

Please find herein BurWil Construction's request for additional services due to the project extending beyond the original anticipated date of completion. Refer to our contract agreement dated March 17, 2020 and, specifically, article 4.4.3 which states that additional services will be required should the project not be completed within 24 months of the date of the agreement that would have been March of 2022.

However, pre-construction services were delayed during the summer of 2020 due to the pandemic and BurWil offered to extend the time of their services to coincide with the progress of the pre-construction and planned project duration. This entailed bidding the project in the fall and awarding the project late fall with a completion date for the project in May of 2022.

Therefore, this request for additional services is for the period from June 2022 until January 2023, which should take us through close out of the project, January 31, 2023, according to the latest project schedule issued by Path construction. This is an extension of our services of eight months.

Here is the breakdown of the proposed additional services:

A. Monthly Construction Services for 8 months-\$22,230/month	\$177,840.00
B. Senior PM Time for 8 months-\$6,482/month	<u>\$ 51,856.00</u>
C. Subtotal	\$229,696.00
D. Allowable Fee at 1.92%	<u>\$ 4,410.00</u>
E. Total Requested Additional Services	\$234,106.00

Please contact us for any questions or comments regarding the above. We would be happy to discuss this further at your convenience.

Very Truly Yours,



Tony Pettit
BurWil Construction Co. Inc.
1545 Western Avenue
Suite 208
Knoxville, TN 37921
865-776-3836

Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

Init.

The City of Morristown

Finance Department



Date: July 5, 2022

Agenda Item: Acknowledge receipt of proposal for K9 Services for Morristown Police Department, and authorize the City Administrator to establish and execute an agreement with Integrity Canine on the basis of the advertised RFP and the company's proposal.

Prepared By: Andrew Ellard

Subject: K9 Services

Background: The Police Department requires regular, ongoing training from qualified trainers for both K-9 dogs and their handlers. Until a recent retirement, the department had the capability of managing this training in house and is now interested in outsourcing that training. These services also include training for new dogs and emergency on-call support as circumstances may require.

Findings/Current Activity:

The recommended company has been determined to be qualified, to be familiar with Morristown PD and K9 operations, and to have agreeable pricing.

Financial Impact:

Anticipate a cost of \$12,000 per year for regularly scheduled trainings plus additional training or support as needed.

Action options/Recommendations:

Authorize an agreement with the recommended company.

Attachment: Scoring summary from RFP review.

City of Morristown
Office of Finance and Purchasing
K9 Services
Tuesday, June 28, 2022
2:00 PM

Scorer Name: TOTALS

Criteria	Integrity Canine	
Statement of Qualifications <i>(Point Value: 30 Points)</i>	30.0	
Availability <i>(Point Value: 20 Points)</i>	18.3	
References <i>(Point Value: 25 Points)</i>	25.0	
Compensation <i>(Point Value: 25 Points)</i>	25.0	
Total Points: <i>(100 points maximum)</i>	98.3	0

The City of Morristown

Finance Department



Date: July 5, 2022

Agenda Item: Acknowledge receipt of proposals for Property Maintenance Services for Code Enforcement, and authorize the City Administrator to establish and execute an agreement with Lawnman Lawncare, LLC on the basis of the advertised RFP and the company's proposal.

Prepared By: Andrew Ellard

Subject: Property Maintenance Services

Background: The Code Enforcement office regularly has need to cut overgrown grass, to secure structures, and similar action on properties that have been the subject of code violations. A contracted maintenance/mowing company serves to expedite this process.

Findings/Current Activity:

The recommended company has been determined to be qualified, to have acceptable capacity to serve the city as needed, and to have agreeable pricing.

Financial Impact:

Services are rendered as needed and are not anticipated to be different than the city has experienced in recent history.

Action options/Recommendations:

Authorize an agreement with the recommended company.

Attachment: Scoring summary from RFP review.

City of Morristown
Office of Finance and Purchasing
Property Maintenance RFP
Tuesday, June 21, 2022
2:00 PM

Scorer Name: TOTALS

Criteria	Lawnman Lawncare	Silver Creek Landscaping	
Statement of Qualifications <i>(Point Value: 30 Points)</i>	25.5	25	
Availability <i>(Point Value: 25 Points)</i>	18.25	17.5	
References <i>(Point Value: 30 Points)</i>	27	28.25	
Compensation: <i>(Point Value: 15 Points)</i>	12.25	7.5	
Total Points: <i>(100 points maximum)</i>	83	78.25	0



Morristown City Council Agenda Item Summary

Date: July 5, 2022

Agenda Item: Approve a Work Authorization for LDA Engineering to perform a structural assessment of the TCAT building and hangar at the Morristown Regional Airport.

Prepared By: Andrew Ellard

Subject: Work Authorization for TCAT Hangar Structural Assessment

Background: TCAT operates a very successful aviation mechanic program in these airport buildings. Various issues with leaking windows, doors, and roof, along with apparent cracking and moisture issues in block will need to be addressed soon. Before involving an architect to build a scope of work, we would like to explore whether or not there may be any underlying structural condition we should be aware of.

Findings/Current Activity:

Prior to engaging an architect, a structural assessment will help determine whether or not there may be underlying structural conditions to be aware of.

Financial Impact:

\$1,250

Action options/Recommendations:

Approve the Work Authorization.

Attachment: Work Authorization

LDA ENGINEERING
TASK ORDER IN CONNECTION WITH EXISTING MASTER SERVICE AGREEMENT
TASK ORDER

This is Task Order
No.1, consisting of 2 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **June 22, 2022** ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: **CAP Building and Hanger Inspection**

B. Description: **Inspect and report on the foundation, exterior, interior and roof of the CAP Building and Hanger at the Morristown Airport**

2. Services of Engineer

☒ Study and Report Services

See attached Fee proposal by Corum Engineering

☐ Design Services

N/A

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: ***Make the buildings available for inspection.***

4. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Study and Report	A. Lump Sum	\$1,250.00

5. Times for Rendering Services

Task to be completed within 3 to 4 weeks for time of acceptance of Task Order.

6. Consultants: **Corum Engineering**

7. Attachments: **Corum Engineering Fee Proposal.**

8. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By:

By:

Name:

Name: Steve Drummer, PE

Title:

Title: Senior Engineer



2916 TAZEWELL PIKE, SUITE H
KNOXVILLE, TN 37918
(865) 686-1663 OFFICE
(865) 381-1253 FAX
www.corumengineering.com

July 1, 2022

Andrew Ellard
Assistant City Administrator

Re: **FEE PROPOSAL** for Inspection w/Report
Site Location: Morristown Airport Buildings
Morristown, TN

Dear Mr. Ellard,

As requested, I am sending you a fee proposal for performing an inspection evaluation and report preparation needed for the site location above. My staff and I will be doing the inspection and report preparation of the buildings. The following is the fee breakdown.

Inspection (2 Buildings)	\$ 900.00
Evaluation Report (with pictures)	\$ 350.00
Total Cost =	\$ 1,250.00

*** Note: Additional fees may apply due to the unforeseen responses from the client. Additional professional services will be billed at a rate of \$225/hour.

The areas that will be included in the inspection and report will be the following: Structure (to include the foundation cracks, water infiltration and hanger door structural issues), Exterior, Accessible Interiors, and Roof. We will perform a visual inspection of these areas to determine their condition and provide a written report with pictures on the overall condition of the building. No other areas will be inspected or evaluated. We have blocked our schedule for July 19, 2022 to perform the field evaluations.

The standard Corum Engineering inspection is performed to the standards of the National Academy of Building Inspection Engineers (NABIE). Inspections include an on-site evaluation, an inspection report with deficiencies (if any) and photographs of those deficiencies. Anything outside the scope will need to be requested in writing and additional fee could apply.

We encourage you to call with any questions you may have. Thank you for the opportunity to be of service to you.

Sincerely,
CORUM ENGINEERING, P.C.

Ronald R. Corum

Ronald R. Corum, P.E.
President/Owner

Sign if you ACCEPT the Proposal and e-mail back to: office@corumengineering.com

MORRISTOWN UTILITIES COMMISSION

433 West 1st North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 Fax 423-616-0144
www.musfiber.net

June 24, 2022

Mr. Tony Cox
City Administrator
P. O. Box 1499
Morristown, Tennessee 37815

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting June 23, 2022, which identifies three nominees for the first submission of the Board vacancy currently held by Lynn Elkins.

We do not require applications and resumes are not available at present. For additional information, you can reach the nominees at these numbers:

David Purkey, Former Commissioner of Safety and Homeland Security
(423) 586-0326

Ryan Kragel, Owner of Crescent Center Drugs
(423) 587-1903

Glenn Thompson, CPA
(423) 736-0752

Sincerely,



Joseph S. Wigington
General Manager

cc: Mayor Gary Chesney

Electric, Water, Wastewater, Internet, Video and Voice Services

RESOLUTION 2022-06-03

SUBMISSION FOR BOARD MEMBER VACANCY

BEING A RESOLUTION BY THE MORRISTOWN UTILITIES COMMISSION FOR THE PURPOSE OF SUBMITTING TO THE MAYOR A LIST OF THREE ELIGIBLE PERSONS FOR THE MAYOR'S NOMINATION AND CITY COUNCILS' CONFIRMATION OF ONE SUCH PERSON TO SERVE ON THE COMMISSION.

WHEREAS, the City of Morristown, Tennessee (City) is a Municipal corporation created by the Private Acts of the Tennessee Legislature of 1903, Chapter 103; and

WHEREAS, The Morristown Utilities Commission (Commission) is a governmental entity with situs in Morristown, Tennessee, having been created by the Private Acts of the Tennessee Legislature of 1901, Chapter 392; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was amended and ratified by referendum on May 1, 2001 which increased the number of commissioners from three to five members, and provided a method for appointment of members; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was further amended and ratified by City Council on May 1, 2012 which amendment modified the method for appointment of commission members; and

WHEREAS, pursuant to this amendment, one vacancy exists on the Morristown Utilities Commission for a five-year term beginning on August 1, 2022 and ending July 31, 2027.

NOW, THEREFORE BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION, that in accordance with the method of appointment of Commission members, the following list of nominees are submitted to the Mayor of the City of Morristown for the existing vacancy, this being the first set of names in accordance with the MUC Charter as amended effective May 1, 2012.

1. Term beginning on Aug. 1, 2022 - Ending July 31, 2027.

- (a) David Purkey
- (b) Ryan Kragel
- (c) Glenn Thompson

PASSED this 23 day of June, 2022.


George B. McGuffin, Chairman


Rod Isaacs, Secretary

The City of Morristown

Fire Department



TO: Mayor Gary Chesney
City Council

FROM: Chief Clark Taylor

DATE: July 5, 2022

RE: Request to Hire at Entry Level Positions

I am requesting Council's appointment, from qualified candidates, to fill five (5) vacancies at the following rank:

- Entry Level Firefighter

These appointments are necessary due to recent promotions and retirements.

These positions will come from the current Civil Service Entry Level Roster (see attached).

The start date for employment will be July 25, 2022

I am prepared to make recommendations to this position.

Thank you

Clark Taylor
Fire Chief

COPY

CIVIL SERVICE BOARD

P.O. Box 1499 * Morristown, TN 37816

FIRE DEPARTMENT ENTRY LEVEL ROSTER

Revised on June 20, 2022 to Reflect Recent **Testing**, Hiring and/or Corrections

RANK AND NAME		EXPIRES
1	Mitchell Elston	5/31/2023
2	Justin Costner	5/31/2023
3	Nathan Hensley	5/31/2023
4	Dylan Wollfe	5/31/2023
5	Lucas Collins	5/31/2023
6	Braden Lakins	5/31/2023
7	Collin Rice	5/31/2023
8	Cody Lamb	5/31/2023
9	Erick Simonds	5/31/2023
10	Nicholas Gwin	5/31/2023
11	James Brady	5/31/2023
12	Zachary Carman	5/31/2023
13	Michael Webb	5/31/2023

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: June 28, 2022

Re: Employee Disciplinary Action

I am requesting confirmation for a disciplinary action of a police officer. I am making this request based upon supervisor recommendation, discipline records review, and after interviewing both the employee and his supervisor. I request the officer to receive 1 day (12 hour) suspension. This action would be in compliance with our progressive disciplinary process.

The employee violated sections of policy 300.08 Code of Conduct and 300.15 Physical Appearance and Grooming.

Thank you,

RDO/aw