Pre-Meeting WORK SESSION November 1, 2022 4:00 p.m.

AGENDA CITY OF MORRISTOWN, TENNESSEE CITY COUNCIL MEETING November 1, 2022 5:00 p.m.

1. <u>CALL TO ORDER</u>

Mayor Gary Chesney

2. <u>INVOCATION</u>

Reverend Jacqui Griffin, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

- 4. ROLL CALL
- 5. APPROVAL OF MINUTES
 - 1. October 18, 2022
- 6. PROCLAMATIONS/PRESENTATIONS
- 7. <u>CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY</u> (Other than items scheduled for public hearing.)
- 8. <u>OLD BUSINESS</u>
- 8-a. Public Hearings & Adoption of Ordinances/Resolutions
 - 1. Public Hearing Required Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for Ordinance No. 4705 of 138 W. Manley Court Circle.

9. <u>NEW BUSINESS</u>

9-a. <u>Resolutions</u>

9-b. Introduction and First Reading of Ordinances

1.	Ordinance No
	To amend Ordinance Number 4713, the City of Morristown, Tennessee
	Annual Budget for Fiscal Year 2022-2023, necessary to re-appropriate
	funds in the amount of \$65,000 to allow for the purchase of a vehicle for
	the Natural Resource Maintenance Department and to appropriate
	additional funds in the amount of \$33,100 for repairs to Fire Engine
	Unit #468.

2. Ordinance No. _____ Being an Ordnance of the City Council of Morristown, Tennessee Amending Title 1, Chapter 2, Section 206 of the Morristown Municipal Code (Order of Business).

9-c. Awarding of Bids/Contracts

- 1. Acknowledge the receipt of one bid for the Fire Station #1 Exterior Trim project, and award a contract to Reed Painting & Construction Company in the amount of \$24,999, authorizing the City Administrator to execute the same.
- 2. Acknowledge the receipt of proposals related to the sale of Old Fire Station No. 4 and reject all proposals.
- 3. Approval of the County Inmate Labor Usage Agreement for 2022 between Hamblen County and the City of Morristown.
- 4. Approval of Change Order No. 9 with Path Construction for Morristown Landing in the amount of \$139,119.95.
- 5. Acknowledge receipt of bids for the Landing Interior Digital Signage, accept the bid from Sync Information Services (SIS) in the amount of \$29,571.73 as the best bid, and authorize the City Administrator to enter into contract.
- 6. Approve the purchase of 164 Motorola Portable Batteries totaling \$26,907.32.
- 7. Approval of Change Order No. 5 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$12.175.00.
- 8. Acknowledge receipt of bids for a Printer/Scanner for the Planning Department and accept the bid from Novatech as the best and lowest bid; authorize the city administrator to enter into a 5-year managed ink/maintenance agreement with Novatech; and authorize the one-time purchase and installation of a Canon TX-4100 Printer/Scanner with the added dual roll option totaling \$10,949.00.

- 9. Authorize purchase of one (1) New Spartan Leaf Pro Plus Vacuum Trailer, in the amount of \$134,369.29 via cooperative purchasing agreement.
- 10. Approve purchase of five (5) 2023 Ford Police Interceptor vehicles under State Contract #209 totaling \$187,445.00.
- 11. Authorize the repair to Fire Engine Unit #468 as quoted by Moore's Tractor & Trailer Repair in the amount of \$33,031.15.
- 12. Acknowledge receipt of bids for hearing protection and protective cases, accept the bids from Lawmen's & Shooters' Supply Inc. and Dana Safety Supply as the best and lowest bids; authorize a one-time purchase of (100)-Peltor Sport Tactical sets of hearing protection totaling \$12,905.00 from Lawmen's & Shooters' Supply Inc. and authorize the one-time purchase of (100)-protective cases totaling \$1,750.00 from Dana Safety Supply.
- 13. Approve the surplus of 103 (4th) Generation Glock Handguns and authorize the Police Department to "trade" the handguns (valued at \$31,045.00) with Craig's Firearm Supply Inc. and purchase 109 (5th) Generation Glock handguns totaling (\$22,909.42) utilizing Statewide Contract #357 pricing.
- 14. Approval to accept the recommendation from LDA Engineering and award the best and lowest bid to East Tennessee Turf and Landscape in the amount of \$628,850.00 for the MAID Ditch Drainage System and allow Tony Cox, City Administrator to enter into contract.
- 15. Approval to accept the recommendation from LDA Engineering and award the best and lowest bid to Proshot Concrete, Inc. in the amount of \$278,000.00 for the Freshour Culvert Repair, Phase 2 and allow Tony Cox, City Administrator to enter into contract.

9-d. Board/Commission Appointments

9-e. New Issues

1. Confirmation of Disciplinary Action for the Morristown Police Department.

10. <u>CITY ADMINISTRATOR'S REPORT</u>

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 November 1, 2022

1. Council Chambers A/V Equipment and Recording of Meetings

City Council Meeting/Holiday Schedule.

November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2022	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 23 - 26, 2022	Fri/Mon		City Center Closed – Observance of Christmas Day
January 2, 2023	Monday		City Center Closed – Observance of New Year's Day
January 3, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 16, 2023	Monday		City Center Closed – Observance of Martin Luther King Day
January 17, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

STATE OF TENNESSEE COUNTY OF HAMBLEN CORPORATION OF MORRISTOWN

October 18, 2022 5:00 p.m.

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

Pastor John Paul Freitag, Senior Chaplain Morristown Police Department, led in the invocation.

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

Councilmember A' Hearn made a motion to approve the October 4, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Pastor Jason Mcintosh, Mike Preston, Mike Fishman and Luke Reuschel with a Proclamation celebrating the 170th Year Anniversary of First United Methodist Church.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Linda Noe and Louis Chan spoke.

A Public Hearing was held relating to Urban Growth Boundary. No one spoke.

Councilmember A' Hearn made a motion to confirm of the appointments of Mayor Gary Chesney, Roni Snyder and Amy Hancock to the Urban Growth Boundary Coordinating Committee. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4713.02. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4713.02 on second and final reading. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4713.02

To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to re-appropriate funds in the amount of \$295,660 to allow for the purchase of five vehicles and associated upfitting for the Police Department. The 2022 model vehicle order placed during Fiscal Year 2022 was canceled by the factory with instruction a new order would need to be placed for the 2023 models and to appropriate an additional \$2,000.00 for the USTA Southern Parks and Recreation Grant funds awarded to the City. No match required.

Councilmember A' Hearn made a motion to approve Resolution No. 2022-26. Councilmember Smith seconded the motion and upon roll call; all voted "aye.

Resolution No. 2022-26

Resolution Authorizing a Loan to The Board of The Hamblen County-Morristown Solid Waste Disposal System and an Amended and Restated Solid Waste Disposal Agreement and Addressing Related Matters.

Councilmember Pedigo made a motion to approve an agreement with Thompson & Litton, Inc., for design, specification preparation, and construction administration related to roof repair work at the Rose Center in an amount not to exceed \$16,765, and authorize execution of the same. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the concessionaire agreement with Sports Facilities Food & Beverage Tennessee, LLC enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, subject to all regulatory authorities, and authorize the City Administrator to execute the same. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to authorize the sale of approximately 1.25 acres along the eastern edge of 321 Hamblen Avenue to Lakeway Achievement for \$20,000, contingent upon subdivision of the same, for the purpose of combining with the property to the east at 320 Industrial Avenue. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A' Hearn made a motion to acknowledge receipt of proposals for the Landing Facility Furniture Package and authorize a one-time furniture package purchase. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to authorize purchase of one (1) Kubota MX6000HST utility tractor and two (2) Kubota ZD1211L-3-72 Zero Turn mowers via cooperative purchasing agreement for the Parks Department for a total cost of \$69,242.30. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A' Hearn made a motion to acknowledge receipt of bids for a Ductless Split Air Conditioning System, accept the bid from Cook's Mechanical Services as the best, lowest, and only bid, and authorize the one-time purchase and installation of a Ductless Split Air Conditioning System at Public Works, totaling \$13,174.00. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to request TDOT to be project administrator of the RAISE Grant. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A' Hearn made a motion to approve the sale of property to Advanced Tool & Machine in the East Tennessee Progress Center consisting of approximately fifteen acres at the purchase price of \$12,000 per acre. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A' Hearn made a motion to approve the of Right-of-Way acquisitions for the Thompson Creek Road Project Phase 1, Tracts 9 and 10 in an amount of \$50,215.00. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Right-of-Way acquisitions for the Thompson Creek Road Project Phase 2, Tract 4 in an amount not to exceed \$16,550. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Amendment No. 1 to the sale and development agreement with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street, extending the timeline for closing. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Task Order No. 2 for Mattern & Craig in the amount of \$14,550 to perform preliminary civil engineering services in preparation for the construction of a new Fire Station No. 3 and training facility. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the repair and sash replacement of City Center windows and authorize the City Administrator to enter into an agreement with Pella Window and Door in the amount of \$20,791.89. Councilmember A' Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to acknowledge receipt of bids for a Police Department Drone, accept the bid from Precision Capture as the best and lowest bid, and authorize the one-time purchase of a DJI Matrice Drone, 30T, which includes the 2nd year Care Basic Plan warranty, totaling \$16,227.00. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the consideration of Audio/Visual equipment for Council Chambers which will allow Council to pursue taping Council meetings for the public. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion of the confirmation of disciplinary action for the Fire Department. Councilmember Pedigo 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 and Louis Chan spoke.

Mayor Gary Chesney adjourned the October 18, 2022, Morristown City Council meeting at 6:02 p.m.

	Mayor
Attest:	
City Administrator	

Community Development & Planning



MEMO

To: Mr. Tony Cox, City Administrator

From: Josh Cole, Senior Planner

Date: November 1st, 2022

RE: Required Public Hearing for Annexation Plans of Service for 138 W. Manley Court Circle Annexation

BACKGROUND:

In accordance with Public Chapter 1101 of 1998, it is a requirement that the City provide a progress report on the Plan of Services for all property annexed into the City. The City must hold a public hearing and provide the progress report six months after the annexation.

The annexation consists of one parcel (Parcels ID #032040L E 00200) located at 138 W. Manley Court Circle that is proposed to be part of the "Bellwood Farms" commercial development. The city is providing the services as outlined in the Plan of Services Report and the utilities are being or will be provided by Morristown Utilities when requested.

RECOMMENDATION:

Staff recommends that the City Council hold the required public hearing and make no changes to the Plan of Services at this time.

ATTACHMENTS

Staff Report, Annexation Ordinance, and Annexation Plan of Services Resolution.

Community Development & Planning



TO: Morristown City Council FROM: Josh Cole, Senior Planner

DATE: April 19th, 2022

SUBJECT: Annexation Request: 138 W. Manley Court Circle

BACKGROUND:

A request for annexation into the corporate limits of Morristown has been received from the property owners 138 W. Manley Court Circle (Hamblen County Parcel ID #032040L E 00200). The reason given for request is to obtain city services as the owners stated that this will be a part of the Bellwood Farms commercial development.

The subject parcel does meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and it is contiguous with the city limits as the parcels to the north, east, and west are in the city. This parcel is 0.25 acres in size and contains a dilapidated residential unit that will need to be removed. If annexed, staff recommends this parcel be zoned Intermediate Business District (IB) due to the proposed commercial uses associated with this development. A Plan of Services is included with this request that includes utility services and standard City services.



RECOMMENDATION:

Staff recommends approval of the annexation request with a zoning designation of Intermediate Business District (IB) and Planning Commission voted in support of this request at their April 12th meeting.

ORDINANCE NO. 4705

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

Annexation of property currently addressed as 138 W. Manley Court Circle having the Hamblen County Tax Parcel ID #: 032040L E 00200 with the Zoning Designation of Intermediate Business District, IB, the general location being shown of the attached exhibit A;

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

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

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

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

Being Lot No. 27 of the R.T. Mayes Estate as shown on a plat of the same which appears of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet A, Slide 175.

- (2) Intermediate Business District (IB) zoning shall be applied upon adoption of the annexation area.
- (3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
- (4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 19th day of April 2022.

Mayor

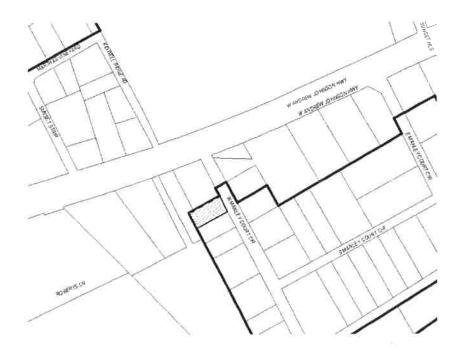
City Administrator

Passed on second and final reading the 3rd day of May 2022.

Mayor

City Administrator

Exhibit A:



PLAN OF SERVICES

RESOLUTION NO. 2022-12

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 138 W. MANLEY COURT CIRCLE.

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

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

Property identified as Hamblen County Parcel ID #032040L E 00200 currently addressed as 138 W. Manley Court Circle, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

ATTEST:

City Administrator

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

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

Passed on this 3rd day of May, 2022.

APPROPRIATION ORDINANCE

Ordinance Number:

4713.03

TO AMEND ORDINANCE NUMBER 4713, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 NECESSARY TO RE-APPROPRIATE FUNDS IN THE AMOUNT \$65,000 TO ALLOW FOR THE PURCHASE OF A VEHICLE FOR THE NATURAL RESOURCE MAINTENANCE DEPARTMENT. THIS VEHCILE WAS ORINGALLY BUDGETD IN FISCAL YEAR 2022, BUT DUE TO SUPPLY CHAIN ISSUES THE ORDER WAS NEVER PLACED; AND TO APPRORIATE ADDITIONAL FUNDS IN THE AMOUNT \$33,100 NEEDED FOR REPAIRS TO FIRE ENGINE UNIT #468.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4713 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2022-2023 is hereby amended and funds are herewith appropriated or adjusted as presented.

	DEPARTMENT		CODE ACCOUNT DESCRIPTION	FUND BA	FUND BALANCE / REVENUE			EXPENDITURES		
FUND		CODE		Increase		Decrease	Ir	ocrease	Decrease	
General (#110)	Natural Resource Maintenance	45160.971	Motor Equipment				\$	65,000		
General (#110)	Fund Balance	110,33840	Unassigned Fund Balance		\$	65,000				
General (#110)	Firefighting	42240,362	Repairs & Maintenance Operations Equipment				s	33,100		
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$	33,100	-		1	
							-			
			Totals	S		98,100		98,100		

	Mayor Signature
TEST:	
	City Administrator Signature
ASSED ON S	ECOND READING THIS 15TH DAY OF NOVEMBER :
	Mayor Signature
TTEST:	
	City Administrator Signature

ORDINANCE NO
Be it ordained by the City Council for the City of Morristown that the text of Title 1, Chapter 2, Section 206 of the Morristown Municipal Code is hereby amended as follows:
"Sec. 1-206 Order of business. At each meeting of the city council, the following regular order of business shall be observed, unless dispensed with by a majority vote of the members present:

of the members present:	majority vote
(1)Call to order;	
(2)Invocation;	
(3)Pledge of allegiance;	
(4)Roll call;	
(5)Adoption of agenda;	
(6)Proclamations/presentations;	
(7)Citizen comments about agenda items only;	
(8)Consent agenda;	
(9)Approval of minutes (if not already approved in consent agenda);	
(10)Old business;	
(11)New business;	
(12)City administrator's report;	
(13)Communications/petitions;	
(14)Comments from mayor/councilmembers/committees;	
(15)Adjournment."	
This ordinance shall take effect upon second and final reading, the p requiring same.	ublic welfare
PASSED ON FIRST READING THIS DAY OF	, 2022.
MAYOR	-
ATTEST:	
CITY ADMINISTRATOR	

PASSED	, 2022.	FINAL	KEADING	11112	 DAY	OF
			_			
	MAYOR					
ATTEST	:					
CITY AT	MINISTD A TOD	_				
CITY AD	MINISTRATOR	_				

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1, 2022

Agenda Item: Acknowledge the receipt of proposals related to the sale of Old Fire Station No. 4 and

reject all proposals.

Prepared By: Andrew Ellard

Subject: Sale of Old Fire Station No. 4 RFP

Background: The City took proposals for the purchase and/or redevelopment of this city-owned parcel

in October of 2022. The intent of the RFP was to solicit development and/or use concepts

for a highest & best use scenario.

Findings/Current Activity:

Staff is unable to recommend either of the submitted proposals at this time. The City Council may wish to consider holding the property for a period of time as other developments in the vicinity come to fruition and reconsider the sale of this property at a

later date.

Financial Impact:

No change to the cost impact to the city. Utility costs at the building are minimal.

Action options/Recommendations:

Reject all proposals

Attachment: None. Proposals are on file in the Purchasing Department

COUNTY INMATE LABOR USAGE AGREEMENT - 2022

This AGREEMENT entered into this 27st day of Charlet , 2022 by and between the County of Hamblen (hereinafter referred to as the COUNTY) and the City of Morristown (hereafter referred to as the CITY). WHEREAS, under Tennessee Code Annotated 41-2-123 inmates housed in a County Jail may perform labor on behalf of a municipal government; and WHEREAS, the CITY desires to use inmate labor from the County jail to conduct a work program with much of its focus on litter pickup separate from the COUNTY'S litter pickup crews; WHEREAS, the County Sheriff supports all efforts to cleanup and beautify Morristown and Hamblen County and wishes to assist the CITY with its beautification efforts; WITNESSETH, that in consideration of these mutual goals herein contained, the parties hereto agree as follows: 1. The COUNTY agrees to make available to the CITY male and female inmates medically cleared to participate in a prisoner work program; 2. The CITY agrees to abide by the rules and regulations established by the County Sheriff's office for the use of inmate labor (see Attachment A) which can be amended when deemed necessary by the Sheriff's Office: 3. The CITY agrees to assume all costs associated with treatment of injuries incurred by inmates of the County Jail while performing work under the supervision of City personnel that require treatment by an outside provider, i.e. hospital, physician specialist, dentist, ex-rays, etc.; 4. The CITY agrees to assume all liability for property damage caused by inmates of the County Jail performing work under the supervision of City personnel; 5. The CITY understands that it is a violation of state law for inmates to perform work for private individuals on private property; 6. CITY and COUNTY understand that this agreement can be terminated with thirty (30) days written notice by either party. IN WITNESSETH WHEREOF, the COUNTY has caused this instrument to be executed on its behalf by the proper officer of Hamblen County, Tennessee, whose signature is hereunto affixed and the CITY has caused this instrument to be executed on its behalf by the proper officer of the City of Morristown, Tennessee, whose signature is hereunto affixed. HAMBLEN COUNTY CITY OF MORRISTOWN Mayor

Sheriff

City Recorder

Attachment A COUNTY INMATE LABOR USAGE AGREEMENT

Rules for Use of Inmate Labor

- 1. Inmates shall be picked up between 0800 hours and 0815 hours.
- 2. Each day, City personnel shall sign out the inmates and specify what tasks inmates are expected to perform and the location(s) where inmates will be working.
- 3. Inmates are restricted to performing only those tasks that have been approved by the Jail administration.
- 4. Hazardous/dangerous tasks or any task that the Jail administration deems unsuitable for inmate labor will not be approved.
- 5. Inmates must be transported within an enclosed seated vehicle with appropriate flashing lights.
- 6. Inmates shall be provided with proper work equipment. Gloves, safety vests, and grapplers are mandatory for litter pickup.
- 7. Inmates will not be provided during inclement weather. The outside temperature must be above 32 degrees Fahrenheit for inmates to work.
- 8. Inmates must be under direct supervision at all times.
- 9. A water cooler and cups shall be available on the litter/transport vehicle.
- 10. Inmates shall have no interaction with the public, verbally or otherwise.
- 11. Should an inmate refuse lawful orders or become disruptive while working, City personnel must transport the inmate back to the Jail.
- 12. If the City litter/transport vehicle becomes disabled while inmates are working, the City must provide transportation for the inmates to return to the Jail.
- 13. The City shall notify the Jail administration immediately in the event of injury or illness of an inmate. If medical treatment is required outside the Jail, City personnel shall transport and remain with the inmate until he returns the inmate to the Jail.
- 14. The City shall notify the Jail administration immediately in the event an inmate cannot be accounted for.
- 15. All inmates are to return to the Jail at 1100 hours for lunch. Inmates will be searched by City personnel prior to being returned. Inmates will be available to return to work at 1200 hours. If inmates cannot be returned to the Jail by 1100 hours, the City must provide inmates with a nutritious meal for lunch.
- 16. All Inmates shall be returned to the Jail no later than 1545 hours. Inmates will be searched by City personnel prior to being returned. Female inmates will be searched by a female corrections officer.
- 17. A female City employee must accompany the work crew anytime female inmates are being utilized for the work program.
- 18. Inmates shall be supervised by Tennessee Corrections Institute (TCI) certified personnel or law enforcement personnel who otherwise meets the TCI requirements for supervising inmates assigned to work details. The County will provide orientation to City personnel assigned to supervise inmates prior to them serving as inmate labor supervisor.

Office of Administration



Morristown City Council Agenda Item Summary

Date:

November 1, 2022

Agenda Item:

Approval of Change Order No. 9 with Path construction for Morristown Landing in the

amount of \$139,119.05

Prepared By:

Tony Cox, City Administrator

Subject:

Morristown Landing - Change Order No. 9

Background:

The original change order request was \$225,509.81. Negotiated and revised for a savings

of \$86,389.86.

Findings/Current Activity:

Funding of this change order will be through contingency and allowance

within the project.

The items captured in this change order can be organized in the following 3 categories:

- 1. Construction Changes (installed): \$68,705.15 Misc. construction changes and modifications through the construction process to date.
- 2. Project Betterment & Improvements: \$54,627.60 Building Sign electrical modifications, wall modifications for spectator seating area in natatorium, protective dividing wall for climbing zone, and additional data drops for operator throughout building.
- 3. Modifications to accommodate added ceilings per code officials' inspection comments: \$11,697.41. Ceiling access modifications for Maintenance and fire access per inspections reviews and requests.

Five (5) additional weather delay days have been accumulated to date.

Financial Impact: Total Change Order No. 09 is \$139,119.95

Action options/Recommendations: Approve Change Order No. 9

Attachment: Change Order No. 9



Change Order

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

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

CONTRACT INFORMATION:

Contract For: General Construction

Date: 12/01/2020

ARCHITECT: (Name and address)

Lose Design 2809 Foster Ave Nashville, TN 37210 **CHANGE ORDER INFORMATION:**

Change Order Number: 009

Date: 10-25-2022

CONTRACTOR: (Name and address)

Path Construction Northeast 125 E Algonquin RD Arlington Heights, IL 60005

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Path Construction's COR#11 - Carpentry & Misc Building Improvements, 10/24/22.

Project costs associated with construction changes and project betterment:

- 1. Construction Changes procured and installed totalling: \$68,705.15
- 2. Project Betterment (modification & improvements to facility): \$54,627.60
- 3. Modifications necessary for Ceilings additions from CO 01: \$11,697.41

The project has accumulated 5 weather delay days.

27,927,000.00 The original Contract Sum was 3,950,391.67 The net change by previously authorized Change Orders 31,877,391.67 The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of 139,119.95 32,016,511.62 The new Contract Sum including this Change Order will be

The Contract Time will be increased by Five (5) days. The new date of Substantial Completion will be 11/28/2022

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

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

Lose Design	Path Construction	City of Morristown
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
San Math	WE.	
SIGNATURE	SIGNATURE	SIGNATURE
SEAN GUTTH-ARCH	Brian Leibham, PM	
SEAN GLOTH - ARCH) PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10.25.22	10/25/22	
DATE	DATE	DATE





Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following information for the Digital Signage scope. There were 5 total responses. The results were:

1. Sync Information Services: \$29,571.73

2. Ricoh USA: \$71,715.01

3. REACH Media: \$52,945 (LG) and \$63,6890 (NEC)

4. M-3 Technology: \$69,480.45

5. SHARP Business Systems: \$50,894.57

After reviewing the bids, we are recommending the bid be awarded to Sync Information Services (SIS). The budget for technology hardware and software is \$70,000. With the award going to SIS there will be sufficient budget remaining to procure the remaining technology hardware scopes.

My reason for this recommendation is:

• SIS was the low bid while providing products that meet all the required specifications.

Tony Pettit

Manager of Knoxville Operations Burwil Construction Company, Inc. Mike Mays

Sports Facilities Companies

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Approve the purchase of 164 Motorola Portable Batteries totaling \$26,907.32.

Prepared By: Andrew Ellard

Subject: Portable Battery Purchase

Background: Implementation and deployment of the new LTE/Broadband Communications system is

set for November 1st, 2022. As part of implementation, staff has recognized the need to

obtain extra portable batteries.

Findings/Current Activity:

Motorola has provided a full quote that covers the cost of this purchase.

Financial Impact:

As with the costs associated with the rest of the TACN system, the costs will be applied

to our ARPA allocation.

Action options/Recommendations:

Approve the purchase of the portable batteries from Motorola

Attachment: Motorola Quote

Billing Address: MORRISTOWN, TOWN OF 400 DICE ST MORRISTOWN, TN 37814 US Quote Date:10/06/2022 Expiration Date:01/04/2023 Quote Created By:

Scott Tidwell

stidwell@motorolasolutions.com

End Customer:

MORRISTOWN, TOWN OF

David Purkey

dpurkey@mymorristown.com

Contract: SWC-424

Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
1	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	164	\$225.50	\$169.13	\$169.13	\$27,737.32
2	Incentive	Expiration Date: 11/25/2022	1	-\$830.00	-\$830.00	-\$830.00	-\$830.00
Subtotal							\$36,982.00
Total	Discount Amount					\$10,074.68	
Gra	nd Total			\$26	,907.3	2(USD)	

Notes:

 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Engineering Department



Morristown City Council Agenda Item Summary

Date: 10-27-22

Agenda Item: Approval of Change Order No. 5 with Leon Williams Contractors for the City Hall Interior

Renovations in the amount of \$12.175.00.

Prepared by: Michael Poteet

Subject: Change order for City Hall Interior Renovations

Background / History: This contract was for City Center Interior Renovations performed by Leon Williams Contractors, Inc. This is the 5th change order for the project.

Findings / Current Activity: Change order is for signage changes (additional office signs for cubical areas). Furnish and install locks for upstairs bathrooms. Furnish and install access controls for ammo storage door, alarm and strobe lights, Police admin glass door keypad, remote door release, and push button phone for door call. Change admin hallway and conference room to carpet and eliminate renovations in internet crimes room. Furnish and install cabinets and countertop in admin copy room. Deduct for City providing labor for disassembly and reassembly of existing cubicles. Deduct for eliminating renovations in IT and server rooms.

Financial Impact: Increase in costs of \$12,175.00 This will be paid from ARPA.

Action options / Recommendations: Approve Change Order

Attachments: Change Order



Change Order

PROJECT:	CHANGE ORDER NUMBER:	5
City Hall Interior Renovations	DATE:	
100 West 1st North Street		
Morristown, TN 37814		
CONTRACTOR:	ARCHITECT'S PROJECT NUMBER:	20095
Leon Williams Contractors, LLC	CONTRACT DATE:	12/22/2021
337 Whitecrest Drive	CONTRACT FOR:	General Construction
Maryville, TN 37801	Harris School Sc	
THE CONTRACT IS CHANGES AS FOLLOWS:		
COR 20 - Interior signage changes per submittal dated 10	V13/22.	462.00
Additional 35 days required for this change due to curre	at leadtime and approval	
date of 10/26/22.		
COR 21 - Provide and install Yale storeroom function lock	s for openings 207 & 210.	1,353.00
COR 22 - Furnish and install access controls for openings	as follows:	8,632.00
Ammo Storage Door 274 - Cover plate for electric strike	prep, DSC alarm control panel,	
DSC keypad, door contact, cell module for monitoring, (3) blue strobe lights, (2) audible	
speakers with voice alert, voice control module. Does N		
Police Admin glass door 251A - IEI keypad, request to er		
glass door, Al Phone LEF Master with door release, Al Pl	•	
and power supplies as required. Includes patch and pai	nt as required for install.	
COR 23 - Flooring changes including:	TE NO SW. POWAR NO	850.00
Change LVP1 to CPT1 in Hallway 166 and Conference 16	7 including additional materials	
Eliminate LVP1 in Internet Crimes Room 20		
Eliminate vinyl base in Internet Crimes 20, Hallway 166,	and Conference 167	
COR 24 - Furnish and install plastic laminate wall cabinets	, base cabinets, and top in	5,188.00
Mayer Office 162 to replace existing wall cabinets.		
COR 25 - City to provide labor for disassembly and reasse	mbly of edeting cubicals.	-2,000.00
COR 26 - Eliminate LVP1 and painting in rooms IT 229 and	i Server 230.	-2,310.00
Eliminate painting in Internet Crimes 20.		
The original Contract Sum was	\$	742,200.00
The net change by previously authorized Change Orders	\$	96,531.00
The Contract Sum prior to this Change Order was	\$ \$ in the amount of \$	838,731.00
The Contract Sum will be <u>changed</u> by this Change Order i	n the amount of \$	12,175.00
The new Contract Sum including this Change Order will b		850,906.00
The Contract time will be <u>increased</u> by <u>thirty-five (35)</u> da	ys.	
The new Date of Substantial Completion will be December	er 20, 2022.	

Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801	Design Innovation Architects, Inc. 462 S. Gay Street, Suite 201 Knowille, TN 37902	City of Morristown, TN 100 West First North Street Morristown, TN 37814	
CONTRACTOR	ARCHITECT	OWNER	
AHA!	Ry (Signature)	BY (Signature)	
Jimmy Hawkins (Typed Name)	RICHARD NORTHS	(Typed Name)	
10/21/2022 DATE	10-24 . 2022 DATE	DATE	

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Acknowledge receipt of bids for a Printer/Scanner for the Planning Department and

accept the bid from Novatech as the best and lowest bid; authorize the city administrator to enter into a 5-year managed ink/maintenance agreement with Novatech; and authorize the one-time purchase and installation of a Canon TX-4100

Printer/Scanner with the added dual roll option totaling \$10,949.00.

Prepared By: Andrew Ellard

Subject: Planning Department – Printer/Scanner Purchase

Background: The Planning Department's current scanner is no longer functioning. Because of its age,

parts and services for the planner are no longer available. Having a fully functional printer/scanner is critical to the Planning Department's operations, so a new

printer/scanner is needed.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received four (4) total responses to the bid. Novatech provided the best and lowest bid, but excluded the dual roll option, a function required by the planning department. Novatech provided a quote for the dual roll option and their total price is still lower than the other bids received. (See the attached bid tabulation for further information).

Financial Impact:

Funds were not appropriated in the FY-2023 budget. Staff has identified funds to cover the cost of this purchase.

Canon TX-4100 Printer/Scanner Purchase = \$10,949.00

The managed ink/maintenance agreement has no up front cost, however future ink and part replacements will be purchased under the pricing terms established under the agreement.

November 1, 2022 City Council Agenda Item Summary Printer/Scanner Planning Department Page 2

Action options/Recommendations:

Acknowledge bids, award the bid to Novatech, authorize the City Administrator to enter into a 5-year managed ink/maintenance agreement, and authorize the purchase and installation of the Printer/Scanner in the Planning Department in the amount of \$10,949.00.

Attachment: Bid tabulation, Novatech Quote, and Agreement

City of Morristown Finance Department Printer-Scanner Bid Tab October 25th, 2022 2:00 P.M.

Printer-Scanner Bid Tab						<u> </u>
Vendor	Make/Model	Unit Price	Extended Warranty	Training	Installation Plan	Total Price
Novatech*	Canon TX·4100 MFP Z36 Printer/Scanner	\$9,949.00	\$0.00			\$9,949.00
RICOH**	Epson Surecolor T7270 Dual Roll 44 w/ Scanner and Postscript 3 Expansion Unit	\$11,999.00	\$1,049.00			\$13,048.00
RICOH (Lease Option 60 mos.)	Epson Surecolor T7270 Dual Roll 44 w/ Scanner and Postscript 3 Expansion Unit	\$247.00				\$14,820.00
RICOH (2nd Price)	Epson Surecolor T7270 Dual Roll 44 w/ Scanner and Postscript 3 Expansion Unit	\$11,424.62		\$782.34	\$657.00	\$12,863.96
RJ Young	Canon TX-4100 MFP Z36 Printer/Scanner	\$11,642.00	\$1,165.00			\$12,807.00
SOS Computers	HP Design Jet T1700 - 44" Printer/Scanner	\$17,756.48	\$1,723.00			\$19,479.48

^{*}Novatech failed to review the addendum. The price quoted includes stacker and only one roll vs. dual roll. Cost for the dual roll option is \$1,000.00. No up front cost for warranty, Labor for Maintenance and Repair is at no cost, Supplies and repair parts must be purchased from Novatech.

^{**}RICOH submitted three different prices. One was for an optional lease, however the other two appear to be the same thing, just different amounts.



Managed Ink Agreement

Effective Date:	<u> </u>
------------------------	----------

Customer's Full Legal Name City of Morristown Tennessee		Customer's Contact Person: Pavel Plasencia		Contact Person's E-mail: pavel@mymorristown.com	
Street	City	State	Zip Code	Telephone Number 423-585-1832	
100 West 1st North Street	Morristown	TN	37814		

In this Service Agreement, as it may be amended or supplemented from time to time (the "Agreement"), the words "You" and "Your", and "Customer" mean the Customer named above. "We," "Us" and "Our" mean Novatech, Inc. This agreement is entered into between Novatech, Inc and Customer for printer repear and supply services subject to the terms and conditions of this agreement stated below. The Agreement represents the final and only agreement between You and Us and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements.

Гerm*:	☐ 36 Months	☐ 48 Months	☑ 60 Months			
	*The minimum Initial	Term of this Agreeme	ent is 36 months.			
	Fee: 8_0	per month				
The Prog	ram Fee is based on	the total number of	covered device types at ex	recution of this agreemen	it. The Program Fee in	cludes standard ground
hipping	of supplies, remote	print monitoring so	tware, consolidated month	ly billing, and all other so	ervices defined in this	agreement.

Overview: This service agreement is a no-fee Break/ Fix wide format agreement in which you (the customer) agree to purchase all consumable supplies (ink, waste containers, maintenance kits, print heads) and repair parts for covered devices, as defined in Addendum A, during the term of this agreement, and Novatech agrees to provide on-site technical support under the provisions, terms, and conditions defined in this agreement.

Supply Type: All supply types delivered under this agreement for Wide Format Printers shall be OEM supplies. Print Monitoring Software is a requirement under this contract type.

PRINT MONITORING SOFTWARE:

Under this agreement, Customer agrees to install Monitoring Software per the End User License Agreement (EULA) that is activated as part the software installation. Device identification and location mapping are required to facilitate this program and must be completed to execute this agreement. Once the Monitoring Software is installed device mapping must be completed between the Customer and Our Customer Care department (customercare@novatech.net) for the agreement to become active. In addition, Customer agrees to purchase only these cartridges for use in wide format devices listed in Addendum A over the Agreement period. Customer also agrees that any wide format models added during the Agreement period at any other locations are automatically included for the remaining time on the agreement.

Included Services:

Customer shall receive the following services under the terms and conditions of this agreement:

- Help Desk Telephone Support (Mon-Fri 8am-5pm CST). Customer shall receive access to our US-based Help Desk and technical support team to help diagnose and troubleshoot printing problems over the phone.
- On-Site Repair Labor and Travel Fees in the Novatech Service coverage area. If a covered device fault cannot be resolved remotely via our helpdesk, Novatech will dispatch a service technician to perform on-site Break Fix Services, at no additional charge for labor or travel, which will be the next business day.
- Complementary Preventative Maintenance services while on-site. Our technicians will provide, as requested, complimentary preventive maintenance services, including cleanings, for covered devices while on-site for any break/ fix repair.
- OEM Warranty Service Coordination. Novatech will work with the manufacturer, per your warranty agreement with the manufacturer, to expedite services when applicable.
- Customer will receive 24x7 online access and visibility to service requests, updates, and device service history via Novatech's Online Customer Web Portal.
- Expedited Delivery of Repair Parts. Routine, in stock maintenance parts, will be shipped expedited to the customer location at no additional charge for shipping.

SIGNATURE AUTHORITY: The individual signing below hereby represents and warrants that he/ she is duly authorized to execute and deliver this Agreement on behalf of Other Party and that this Agreement is binding upon Other Party in accordance with its terms.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS AGREEMENT.

ACCE	EPTED BY:
NOVATECH:Signature	CUSTOMER:Signature
Print Name/ Title:	Print Name/ Title:
Date	Date:



Terms and Conditions

The Initial Term of this Agreement shall be as set forth above. The initial term shall renew for additional one-year terms unless either party provides the other party with written notice of nonrenewal at least 60 days, but not more than 120 days, before the end of the existing Schedule Tenn. If Novatech terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause. Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term. Early termination charges are intended as a reasonable estimate of the anticipated damages to Novatech arising from set-up, personnel training, inventory, and similar costs. Your termination will not be effective until the early termination fee is paid in full. Any rights or remedies of either party existing prior to or as of the date of termination such as for compensation shall survive any termination or expiration of this

TERMINATION WITH CAUSE:

Customer may notify Novatech in writing should Novatech not perform in accordance with the terms and conditions of this contract. Notification must stipulate the specific failure of performance. Upon receipt of a notification, Novatech has thirty (30) days to cure the failure. Should Novatech fail to cure the performance issue in thirty (30) days, Customer would have the right to cancel the remaining term of the Agreement with a sixty (60) day notification. Customer's account must be current before notification or cancellation can occur

TERMS AND CONDITIONS:

Services will be provided for covered equipment under the following terms and conditions

- All consumables and repair parts for devices covered under this agreement shall be purchased from Novatech during the term of this agreement
- Novatech may perform brief "phone triage" before dispatching a technician on common service errors. This shall include, but not be limited to, a request for the customer to change the toner cartridge for image problems, reload and fan paper for printer jams, or check cable connections and make sure power is on
- Novatech may request the ordering of non-stock or common repair parts without on-site diagnostics provided the described issue is either a known or common issue or the error code or message on the device calls for installation of such parts
- Customer shall request Maintenance Services either through (i) Customer's Online password protected web portal (ii) Telephone (800 264 0637) or (iii) Via email to novatech net
- On-site Break Fix Services are provided Monday through Friday (excluding regularly observed holidays) from 8 00AM to 5 00PM local time ("Service Hours") Request for service outside these hours may be subject to additional fees
- All service calls will be logged into the customer's password protected web portal. Updates such as scheduling technician, part(s) approvals, or deliveries will be logged into the portal, and an email will be sent to the customer's designated email address with such update(s)
- If Novatech determines that a Covered Device is beyond repair or is classified by the OEM as service discontinued, or parts are no longer commercially available, Customer may (i) Replace the device at customer's own expense with a device that is then supported by Novatech, or (ii) notify Novatech to delete the device from the Agreement
- Customer agrees to inform Novatech promptly of any condition that may indicate a need for service, including all maintenance messages (User Maintenance, etc.) and to permit installation of maintenance kit by Novatech at required intervals as defined by the manufacturer's service
- Customer agrees to provide accurate contact information, including address and phone number, at the location of the device to be serviced. If a technician is dispatched on a scheduled call. and no one is at the location to provide access to the device, you may be subject to our Per Call Repair service rates
- Customer agrees that the judgment of Novatech technician(s) shall govern the means and 10 methods to be employed in respect to any repair, maintenance, or corrective work to be performed on the device(s). Our technicians will attempt to fix your device with the most likely and reasonable fix per the manufacturer's service manual or prior instruction. However, you understand that any mechanical device may have multiple issues and that some issues may not be discovered until another issue is resolved. If you authorize our technician to attempt to fix your issue based on our diagnosis, and an additional issue is found, you agree that you will be responsible for any materials spent attempting to fix your device up until that point. All part purchases are final regardless of the state of repair or outcome of diagnosis
- Warranty repairs will be performed in accordance with manufacturer's warranty procedures. If you need service on a device you believe is to be under warranty from the manufacturer, we will dispatch our technician, confirm warranty status, and diagnose the device to make sure the problem is covered under manufacturer's warranty. If it is determined that the device should be covered under manufacturer's warranty, Novatech will proceed according to the provisions of your warranty agreement with the manufacturer
- Installations of printer cartridges, paper trays, or customer replaceable units ("CRUs") are not covered under this agreement. CRUs are those items that an operator can install without service assistance per the manufacturer
- Customer must maintain an average day to pay (ADP) of no more than 30 days from issue of 13 invoice or may be subject to our Per Call Service Rates
- 14 Customer understands that Novatech may contract the services of partners to deliver on-site services and act on Novatech's behalf.

PER CALL REPAIR SERVICE RATES:

Any service call performed outside the scope of this agreement as defined in "Excluded Equipment and Services" OR "Terms and Conditions" shall be billed at a rate of \$150 per site visit / per device, \$165 per site visit / per device for plotters and copiers, and \$185 per site visit / per device for any thermal transfer devices

EXCLUDED EQUIPMENT AND SERVICES:

The following equipment and services are not included under this agreement and may be subject to Novatech's Per Call Service Rates

- Inkjets, thermal printers, thermal faxes, dot matrix printers, and copiers
- Installation, de-installation, networking, or relocation services
- Repair of damage or loss resulting from accident, transportation, neglect, misuse or abuse. operator error, failure of electric power, air conditioning or humidity control, or causes other than ordinary use for the purpose for which any item of equipment was designed
- Making specification or field engineering changes, or performing services connected with the relocation of the Equipment, or adding or removing accessories, attachments or other devices Remedial or preventive maintenance when device performance is not being affected except in
- cases where a technician is currently on-site for a break/ fix service call
- Programming and program maintenance including firmware updates
- Repair as a result of defective consumables purchased from a supplier other than Novatech
- Service calls required to restore an item of equipment to good operating condition if resulting from persons other than Novatech technicians repairing, modifying, or performing maintenance service on any item of equipment
- Service calls required to restore an item of equipment to good operating condition by requesting repair parts be used from another device(s)
- 10 Service in connection with the installation, discontinuance, or removal of an item of Equipment
- Electrical work external to any item of equipment
- Use of products or supplies not qualified as meeting specifications for use with such
- equipment, including media, as determined by the manufacturer Service calls that fall under this agreement, but which customer requests parts to be installed 13 that have not been ordered from Novatech

COVERED DEVICES:

Makes/ Models of Devices listed in Addendum A and monitored by the Print Monitoring Software shall be covered under the terms of this agreement. Makes and models listed in Addendum A that are not being monitored by the Print Monitoring Software shall be covered, at Our sole discretion. provided the customer has reached a reasonable and minimal amount of supply orders relative to the number of service calls. Makes and Models of devices that are listed in Addendum A that have a supply item installed in the device that was purchased from Novatech shall be included as covered under this agreement

PAYMENT TERMS:

Novatech invoices are due in full within 30 days of invoice date. Services performed for the customer while account has an undisputed balance over 45 days from invoice date will incur Novatech's rate of \$150 per hour until account becomes current. Novatech also reserves the right to suspend service at any time for delayed payment until account becomes current. Payments not received or arranged after 60 days of service will be assessed a 1 8% per month (21 6% per annum) charge. If payment is not arranged by 75 days from performed service, the customer will be retroactively charged at our Per Call Repair Service Rates for all past services performed for Customer and invoiced at the same rate for all future services until Customer satisfies past due amounts, including interest. Customer agrees to pay all costs related to collecting past-due amounts, including but not limited to attorneys' fees

FORCE MAJEURE:

Novatech will not be responsible or liable in any way for its failure to perform its obligations under this Agreement during any period in which performance is prevented or hindered by conditions beyond its control (i.e., acts of God, fire, flood, war, embargo, strikes, labor disturbance, explosions. riots and laws, rules, regulations, and orders of any governmental authority). If such period extends for more than sixty (60) days, then Customer's obligations, except its obligations to pay for Maintenance Service or other Services performed by Novatech, will be suspended, and commensurably extended until such performance is no longer prevented or hindered

GENERAL:

Any written notice called for in this Agreement may be given by personal delivery, certified mail, overnight delivery service or confirmed email transmission. Notices given by personal delivery will be effective on delivery, by overnight service on the next business day; by first class mail five business days after mailing, and by email when an answer back confirming receipt by the recipient is received. The address of each party is set forth above. Any dispute or claim arising out of, or relating to this Agreement or a breach thereof, or relationship between Customer and Novatech shall be settled exclusively by binding arbitration in an appropriate location in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. Any award entered by the arbitrators will be final, binding, and non-appealable and judgment may be entered by any party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision will be specifically enforceable. The arbitrators will not have the power to direct equitable relief. The terms of this Agreement will prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer for the repair or maintenance of the Equipment Both parties acknowledge that this Agreement is the complete and exclusive statement of the Agreement between them, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Novatech's principal place of business. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue

ELECTRONIC ACCEPTANCE:

You agree that Novatech may accept an electronic image of this Agreement as an original and that electronic copies of your signature will be treated as an original for all purposes

Customer Initials:	
--------------------	--



Addendum A – Covered Devices

Covered Device Make & Model	Cartridge Description	Contract Cartridge Price
Canon TX 3100, 4100		
1156C002AB	Canon Wide Format MC-30 Maintenance Cartridge	\$115.50
2363C001AA	Canon Ink PFI-110 MBK Matte Black Pigment Ink Tank 160ml	\$99.83
2364C001AA	Canon Ink PFI-110 BK Black Pigment Ink Tank 160ml	\$99.83
2365C001AA	Canon Ink PFI-110 Cyan Pigment Ink Tank 160ml	\$99.83
2366C001AA	Canon Ink PFI-110 M Magenta Pigment Ink Tank 160ml	\$99.83
2367C001AA	Canon Ink PFI-110 Y Yellow Pigment Ink Tank 160ml	\$99.83
2358C001AA	Canon Ink PFI-310 MBK Matte Black Pigment Ink Tank 330ml	\$189.75
2359C001AA	Canon Ink PFI-310 BK Black Pigment Ink Tank 330ml	\$189.75
2360C001AA	Canon Ink PFI-310 C Cyan Pigment Ink Tank 330ml	\$189.75
2361C001AA	Canon Ink PFI-310 M Magenta Pigment Ink Tank 330ml	\$189.75
2362C001AA	Canon Ink PFI-310 Y Yellow Pigment Ink Tank 330ml	\$189.75
2353C001AA	Canon Ink PFI-710 MBK Matte Black Pigment Ink Tank 700ml	\$326.43
2354C001AA	Canon Ink PFI-710 BK Black Pigment Ink Tank 700ml	\$362.18
2355C001AA	Canon Ink PFI-710 C Cyan Pigment Ink Tank 700ml	\$362.18
2356C001AA	Canon Ink PFI-710 M Magenta Pigment Ink Tank 700ml	\$362.18
2357C001AA	Canon Ink PFI-710 Y Yellow Pigment Ink Tank 700ml	\$362,18
1155C001AB	Canon CT-07 Cutter Blade	\$110.00
2352C003AB	Canon Print Head PF-06	\$532.40

CUSTOMER SIGNATURE:	 	
DATE:		





A Proposal for: City of Morristown

Prepared by: Jeremy Hill (865) 437-5465 jeremy.hill@novatech.net Thursday, October 27, 2022

Solution Pricing Proposal

Main Solution Components

Quantity	Item	Item Description
1	Canon TX-4100	imagePROGRAF TX-4100 MFP with Catch Basket
1	Canon RU-42	Multifunction Roll Unit – RU-42

Financial Options

Purchase Price	Monthly Payment	
\$10,949.00	\$0.00	

Plus Sales and Property Tax, if applicable

Pricing includes all installation, freight and training. Machine comes with a 90 Factory Warranty. Print head comes with a 1 Year warranty.

Proposal Acceptance (NT73535)						
Name	Name Title Signature Date					



The Next Standard of Engineering.

190 D Prints/Hour

Intelligent Media Handling Scan-to-Copy/File/ Share Solution Available



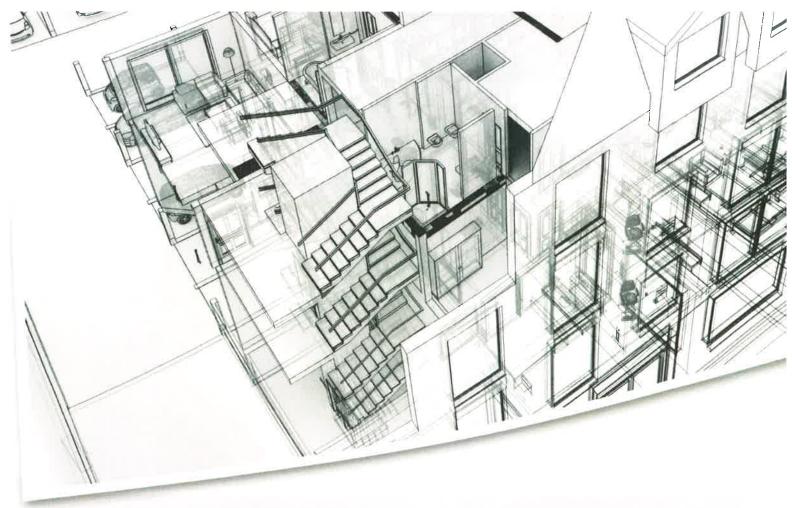
Setting the Next Standard of Engineering

Canon delivers the imagePROGRAF TX Series of Large-format Printers—the solution to help you capitalize on the emerging market trends and help lead your organization on the path to success.

- •36" imagePROGRAF TX-3100
- •44" imagePROGRAF TX-4100
- •36" imagePROGRAF TX-3100 MFP Z36 Scan-to-Copy/File/Share Solution
- •44" imagePROGRAF TX-4100 MFP Z36 Scan-to-Copy/File/Share Solution







Core Technologies

#3 IN OVERALL U.S. PATENTS*

AMONG TOP 5 IN THE U.S. PATENTS FOR 31 **CONSECUTIVE** YEARS*

Canon continues to innovate and build on its award-winning technology,** year after year. These advances have allowed Canon to design solutions to help improve productivity, maximize use, and enhance security features in a seamless system that can put you at the forefront of the large-format printing industry.

Built for today's culturewhere more is asked with less— Canon offers multifaceted advanced solutions for the highproduction, technical document inkjet printer market.



^{*}U.S. Patent and Trademark Office, 2020

^{**} BLI, Wide Format Line of the Year, 2020

Advantages Built Right In

The imagePROGRAF TX Series printers offer innovative technologies integrated in their ink system, print head, and mechanical platform. These printers satisfy the needs of the high-volume CAD and low-volume LED plotter markets with print quality, usability, security features, and print speeds up to 190 D-sized prints per hour.*

LUCIA TD PIGMENT INK

The imagePROGRAF TX Series printers have a 5-color LUCIA TD Pigment ink system. This ink produces fine lines and sharp text, even on non-inkjet coated paper. This ink helps provide a balance between bleed resistance, black density, and water resistance not found in dye ink. Choose from 160 ml, 330 ml, or 700 ml ink tanks.



INTELLIGENT MEDIA HANDLING

The TX Series now has a new Intelligent Media Roll with an advanced sensor technology system. This allows the printer to detect roll width, length and media type, reducing the amount of time it takes to load media into the printer.

SECURITY FEATURES

The imagePROGRAF TX Series Largeformat Printers come equipped with security features designed to help protect confidential information. Features include:

- Encrypted Hard Drive
- Enhanced Printer Setting Initialization Function
- Secure Disk Erase (Conforms to U.S. Department of Defense standard DoD5220.22-M)
- IPsec Support
- •SSL/TLS
- 802.1x Authentication
- DHCP
- SNMPv3
- Secure Encrypted PIN Printing

SECOND ROLL OPTION

The optional Multifunction Roll System



can be used in two different ways. You can load a second roll of media, which can be of a different type and size, so you can automatically switch

between media types and sizes, without

interrupting your workflow. Or the unit can be operator-configured as a bi-directional Take-up unit. For production printing, two rolls of media up to 650 ft. in length each (6.7" diameter) can be loaded on the printer, giving you the ability to produce over 4,700 sq. ft. of continuous printing on the TX-4100.

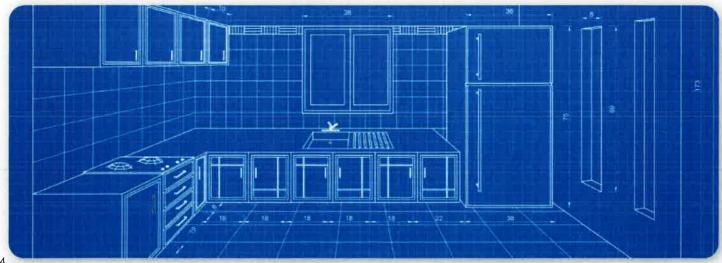
MEDIA OUTPUT

The TX Stacker can stack up to 100 sheets of ARCH C, ARCH D, or ARCH E page sizes for increased productivity. For those who don't require this stacker, the Multipositional Catch Basket is available and offers choices on how prints will be outputted based on the type and quantity being produced.

SUB-INK TANK SYSTEM

As always, the Sub-Ink Tank System is standard with all imagePROGRAF printers for uninterrupted printing. This feature allows for virtually all the available ink in a tank to be used before having to replace it, helping to eliminate any wasted ink.

• Plain paper, Fast (Q5) mode.



40 Return to Agenda



A wide variety of standard software is available to help streamline and optimize workflows in large-format printing environments.

DIRECT PRINT PLUS

This job submission software gives users the ability to upload, download, and print files, including:

- Easily collate sets
- Accurate errors displayed preprint to save ink/media
- Nesting
- Now displays job progress
- Up to 60% faster processing speeds than Direct Print & Share
- Drag-and-drop files to a Hot Folder
- Batch Print Files—PDF, JPEG, TIFF, and HP-GL/2 supported

DIRECT USB PRINTING

Both PDF and JPEG files can be directly printed on the imagePROGRAF TX Series devices. Simply input the thumb drive into the USB port on the printer, preview the image on the operation panel, and print!

CPP PUBLISHER SELECT

Manage printer status, media, and ink availability and receive operator warnings when ink is low or the media roll is empty.

Wi-Fi®

Wi-Fi connectivity* is standard for the imagePROGRAFTX Series printers.

UNIFIED PRINTER DRIVER

A unified Windows driver enables users to print to any imagePROGRAF TX Series device, without the need to install additional drivers for each printer model. This simplifies installation of multiple devices within the same environment.

AutoCAD® OPTIMIZED PRINTER DRIVER

This optimized printer driver helps enable accurate printing of data created with AutoCAD.

ACCOUNTING MANAGER

This helps track actual ink and media usage and costs for up to 50 devices.

PosterArtist Lite

This poster-creation software for PCs makes it easy to create posters, signs, and banners from hundreds of customizable templates and stock images. Users just follow the simple, step-by-step, on-screen instructions—no design experience is required! For more information, visit usa.canon.com/posterartist.

CANON'S PRINT PLUG-IN FOR MICROSOFT® OFFICE

Makes printing enlargements from Microsoft® Excel®, Word, and PowerPoint® as easy as printing to a desktop printer! The on-screen wizard simplifies settings, scaling, and paper size selection.

MEDIA CONFIGURATION TOOL

Register new or custom media types and update the list of Canon GENUINE media.

Wireless printing requires a working network with wireless 802.11b/g or 802.11n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients.

imagePROGRAF TX MFP Z36 Large-Format Printers

Scan-to-Copy/File/Share, the imagePROGRAF TX-3100 MFP Z36 and imagePROGRAF TX-4100 MFP Z36 models are integrated, multifunction, large-format solutions that include a Z36 scanner, all-in-one touchscreen computer, TX Stacker or Catch Basket, and SmartWorks software.

The Canon imagePROGRAF TX MFP Z36 systems are multicomponent, multifunction solutions for architects, engineers, construction, GIS, and other professionals who need to scan, edit, save, share, and print large-format documents easily and efficiently.

ALL-IN-ONE DESIGN

- Scanner attaches to the top of the printer
- Newly developed model is smaller and lighter in weight than previous scanners

SIMULTANEOUS PROCESSING OF SCANNING AND PRINTING

 Scanner and printer work independently allowing for greater productivity





Software and Scanner

SmartWorks MFP scanning software simplifies large-format scanning with intuitive operations on the touchscreen display. Even novice users can easily scan, copy, or edit large-format images.

Z36 SCANNER

The Z36 scanner incorporates a SingleSensor Technology Assembly, which helps provide consistent and better color accuracy with more detail in the shadows and highlights than a staggered CIS array scanner.

Features

- Scanning speed of up to 13 inches per second (monochrome) and up to 6 inches per second (color)
- Scan a document up to 1.0 mm thick
- Face up/front load/rear exit
- · Straight paper path

SmartWorks SOFTWARE

Enhancements have been made to the SmartWorks Software included with both the TX-3100 MFP Z36 and TX-4100 MFP Z36 printers.



SmartWorks offers:

- An easy-to-use interface with customizable background and presets
- Scan-to-Multipage PDF as a standard feature!
- Real-time preview on the large 15.6" touchscreen

Z36 SCANNER SPECIFICATIONS

Max Scan Speed*

- 24-bit Color @ 200 dpi: 3" (Per Second)
- 8-bit Grayscale and Monochrome @ 200 dpi: 13" (Per Second)

Copy Speed

24-bit color @ 200 dpi: 6" (Per Second)

Scan Modes

- 16.7-million Color RGB (24-bit)
- 256-level Grayscale (8-bit)
- Black and White (1-bit)

Color Space sRGB

Maximum Resolution

1200 dpi (Optical)

Scan Accuracy**

+/-0_1%; +/-1 Pixel

Maximum Image Width

Maximum Media Width

38" Maximum Scan Length

315" (JPEG/PDF); 598" (TIFF)

Maximum Media Thickness

0.003" - 0.04" (0.07 mm - 1.0 mm)

Media Feed System

Adaptive CIS media focus management and media guide mechanism; intuitive face-up, front-loading, and front/rear-exit media path; automatic media size detection with optical media sensors

Digital Imaging Technology

Contact Image Sensor (CIS) Technology (SingleSensor Assembly)

- 24-bit RGB digital color image capture
- 16-bit grayscale image capture
- · Panchromatic monochrome and black and white
- Bi-directional extra long-life LED light system for optimum object illumination and instant-on scanning capability

Digital Image Processing

- 2D Intelligent Adaptive Thresholding (IAT) (1-bit mode)
- Fixed Threshold Black and White (1-bit mode)
- Dynamic Normalization Application (DNA) with 16-bit Super Sampling

User Status and One-Touch Operation

Right-side mounted control panel; walk-up operation and user selection of stop, forward and rewind, scan, copy, or copy and archive

Included Software

 SmartWorks MFP Scan-to-Copy/File/Email with Real-time Image Viewer. Supports TIFF, JPEG, TIFF G4, and PDF

Operating System

Windows 10 LTSC

User Maintenance

Installable Plug-and-Play Scanner; Simple Cleaning

Scanner Interface Kit

Superspeed USB 3.0 (PC Connector Compatible with USB 2.0 and USB 3.0 Sockets)

Operating Environments

10 - 35° C, 10 - 90% RH, Non-condensing

External Power Supply

100 - 240 VAC Autosensing +/-10%, 50 - 60Hz

Scanner Power Consumption

- Sleep: 0.2W, Idle: 12.4W
- Scanning color/grayscale at 200 dpi: 22 7W/23 3W

Compliances

ENERGY STAR*, CB (62368-I), CE, FCC (EMC), Cul/UL, CCC, NOM-019, EAC, C-TICK, VCCI, BIS, EMC +LOA, UL AR, WEEE, REACH, ROHS, EU—Tier 3 of Lot6

Scanner Dimensions

Height: 7"
Width: 42"
Depth: 10"

Scanner Weight

17 lb., 3 oz.; (Approx.)

Scanner Package Dimensions (H x W x D) and Weight 15" x 45" x 17"; 46 lb. (Approx.)

What's In The Box?

- Z36 Scanner with Power Cord, USB 3.0 Cable (2 meter)
- 15 6" System Controller
- 3:1 Trident Power Cord
- Power Supply
- Mount for Printer and System Controller
- 2 Paper Edge Guides
- Document Return Guides
- Calibration Target
- Assembly and Startup Guide
- The scan rate is proportional across the full range of resolutions supported by the scanner. Actual scan times will depend on the host system performance. Quoted top speeds may be limited by the effective bandwidth of the USB 2 and is not guaranteed for all media types.
- ** The quoted scan accuracy may vary depending on the operating environment and the thickness of the media.

Note: The imagePROGRAF TX Series MFP Z36 systems contain multiple components, some of which are manufactured by third parties. To the extent that such third-party offerings come with limited warranties, those such limited warranties are hereby passed to the purchaser, and Canon shall have no obligation or any liability with respect to such third-party offerings.

PRINTER SPECIFICATIONS

imagePROGRAF

TX Series

Print Head

PF-06

Technology

FINE (Photolithography Inkjet Nozzle Engineering)

Print Resolution (Max.)

2400 x 1200 dpi

Line Accuracy

±0.1% or Less

Minimum Line Weight**

0.02 mm

Number of Nozzles

Matte Black: 5,120 Nozzles Other Colors: 2,560 Nozzles per Color

Droplet Size

5 Picoliter

Nozzle Pitch (Head Resolution)

1200 dpi x Two Rows

Print Head Swath

1.07 inch

Ink Type

Pigment: Matte Black (MBK), Cyan (C), Magenta (M), Yellow (Y), Black (BK)

Shipped with Printer:

TX-3100 (160 ml each color, 330 ml MBK)

TX-4100 (330 ml each color)

Replacement: PFI-110 (160 ml), PFI-310 (330 ml), or PFI-710 (700 ml)

Ink Supply Method

Tubing System with Sub-tanks for Continuous Ink Supply

Nozzle Recovery System

Non-firing Nozzle Detection and Compensation

Printer Controller

L-COA PRO

Printer RAM

128 GB (Virtual), 2 GB (Physical)

Hard Drive

500 GB

Mailboxes (User Job Storage)

One Common Inbox; 29 User Inboxes

(Password-protected)

Media Feed

Roll Feed: One Roll, Front-loading, Front Output

TX-3100

Roll Feed: 6"-36" (152 mm -914 mm)

Cut Sheet: 6"-36" (152 mm -914 mm)

TX-4100

Roll Feed: 6"-44" (152 mm – 1118 mm) Cut Sheet: 6"-44" (152 mm – 1118 mm)

Printable Margins

Roll Feed: All Sides: 0.12" (3 mm) or 0" for Borderless

Maximum Print Length (Single Page)

Roll Feed: 59' (18 m) Cut Sheet: 63" (1.6 m)

Borderless Printing Widths (Roll Media Only)

TX-3100

Custom Roll Width 6" - 36" with micro margin technology TX-4100

Custom Roll Width 6" - 44" with micro margin technology

Durable Dual-Blade Rotary Cutter

Media Thickness

0.07 mm - 0.8 mm

Media Core Sizes

2" and 3" Core (Adapter Included)

Maximum Roll Outer Diameter

6.7" (170 mm)

Media Output Options

TX Stacker

Multipositional Catch Basket

Printing Software Utilities

Accounting Manager, Canon Print Service, Canon Production Printing (CPP) Driver Select, Canon Production Printing (CPP) Publisher Select Device Production Printing (CPP) Publisher Select, Device Management Console, Direct Print Plus, Free Layout Plus, imagePROGRAF Printer Driver for Windows®/Mac®, Media Configuration Tool, PosterArtist Lite for Windows, Optimized Driver for AutoCAD®, Quick Utility Toolbox

Operating System
Windows 8 1 (32/64-bit), Windows 8 1 (32/64-bit),
Windows 10 (32/64-bit), Windows Server 2008 R2,
(32/64-bit), Windows Server 2012 (64-bit), Windows
Server 2012 R2 (64-bit), Windows Server 2016 (64-bit),
Macintosh OS 10.12 6 and later

Print Language

Printer: SGRaster, HP-GL/2, HP RTL, PDF, JPEG

Standard (Built-in): USB 2.0 Hi-Speed, 10/100/ 1000Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n)
Direct USB Thumb Drive Printing

Operation: 51 dB (A) or Less Standby: 35 dB (A) or Less Acoustic Power: 6.9Bels or Less

Power Supply AC 100 - 240V (50 - 60 Hz)

Power Consumption

Maximum: TX-3100: 115 W or Less

TX-4100: 116W or Less

Standby: 2.0 W or Less

Power Off: 0.3 W or Less (Executive Order Compliant)

Certifications

Electrical Safety Regulations C TUVus (U.S.A.), C TUVus (Canada) Electromagnetic Interface Regulations FCC Part 15B (U.S.A.), IC (Canada) Radio Regulations FCC Part 15C (U.S.A.), IC (Canada) Environmental Certifications ENERGY STAR® (Worldwide)

Operational Environment

Temperature: 59° F - 86° F (15° C - 30° C) Relative Humidity: 10 – 80% (No Condensation)

Printer Dimensions (H x W x D) and Weight with Stand and Stacker (With Stacker Open)

TX-3100: 46" x 55" x 47"; 257 lb (Approx.) **TX-4100:** 46" x 63" x 47"; 278 lb (Approx.)

With Catch Basket Open TX-3100: 46" x 55" x 39"; 231 lb (Approx.) TX-4100: 46" x 63" x 39"; 252 lb (Approx.)

Package Dimensions (H x W x D) and Weight

(With Stand and Pallet) TX-3100

42" x 64" x 36"; 328 lb. (Approx.)

Stacker 12" x 50" x 36"; 52 lb. (Approx.)

Catch Basket 8" x 56" x 22"; 18 lb. (Approx.)

TX-4100

42" x 72" x 37"; 355 lb. (Approx.)

Stacker 12" x 58" x 36"; 55 lb. (Approx.)

Catch Basket 8" x 56" x 22"; 18 lb. (Approx.)

Multifunction Roll System (TX-3100: RU-32, TX-4100: RU-42)

2"/3" Roll Holder Set (**TX-3100:** RH2-34, **TX-4100:** RH2-46)

PosterArtist

User-Replaceable Items

Ink Tank (PFI-110/PFI-310/PFI-710)

• Print Head (PF-06)

Maintenance Cartridge (MC-30)

• Cutter Blade (CT-07)

What's In The Box

Printer, TX Stacker or Multipositional Catch Basket, Stand, 2"/3" Core Media Spool (Adapters Included),
Power Cord, Tools and Screws, Print Head, Maintenance
Cartridge (Installed), 5 Ink Tanks (MBK/C/M/Y/BK),
Ethernet Card (built-in), USB 2.0 High-speed Interface,
USB Connection Sheet, IWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Software CD for Windows (Printer Driver Utilities), PosterArtist Lite CD, User Registration Card, Warranty Statement

* Line accuracy repeatability is guaranteed after a user performs necessary adjustment and under the same environmental conditions. Applies to media for line drawing (Plain Paper, Coated Paper, CAD Translucent Matte Film, and CAD Tracing Paper) only.

** Theoretical value based on data resolution

[†] The maximum printable length varies, depending on the application, OS, and RIP used

Wireless printing requires a working network with wireless 802 !1b/g or 802 !1n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients



usa.canon.com/imagePROGRAF





032IRI-TXBro-PDF-IH









As an ENERGY STAR* Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. Canon and imagePROGRAF are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries Microsoft, Office, Windows, Outlook, Word, Excel, and PowerPoint are either registered trademarks of Microsoft Corporation in the United States and/or other countries Wi-Fi is a registered trademark of the Wi-Fi Alliance. Autodesk, the Autodesk logo, and AutoCAD are registered trademarks or trademarks of Autodesk, lic., and/or its subsidiaries and/or affiliates in the U.S.A. and/or other countries. All other referenced product names and marks are trademarks of their respective owners. Certain printer output and screen images are simulated. Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security its sues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance. Some security features may impact functionality/performance, you may want to test these settings in your environment. Subscription to a third-bardy cloud service provider's Terms and Conditions. Specifications and availability. to a third-party cloud service is required for certain features. Subject to third-party cloud service provider's Terms and Conditions. Specifications and availability subject to change without notice. Not responsible for typographical errors.

© 2021 Canon U.S.A., Inc. All rights reserved.





The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Authorize purchase of one (1) New Spartan Leaf Pro Plus Vacuum Trailer, in the

amount of \$134,369.29 via cooperative purchasing agreement.

Prepared By: Andrew Ellard

Subject: Purchase of New Spartan Leaf Pro Plus Vacuum Trailer – FY 2023

Background: Budget in FY 2023 provides for the purchase of one Leaf Pro Plus Vacuum Trailer for

Public Works.

Findings/Current Activity:

Jet-Vac Equipment Company, LLC has provided a quote covering the purchase of the Leaf Pro Plus Vacuum Trailer. Pricing for the sanitation truck has been approved under Sourcewell Cooperative Purchasing agreement (#093021).

Financial Impact:

Funding \$90,000.00 has been appropriated in the FY23 budget for this purchase. Budget modifications will be made to cover the cost difference.

New Spartan Leaf Prop Plus Vacuum Trailer = \$134,369.29.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Sourcewell Cooperative Contracts #093021 and Jet-Vac Equipment Company, LLC quote

10/26/22, 8:49 AM Custom Quote



Date: 10/26/2022

Quoted To: City of Morristown Attn: Accounts Payable PO Box 667

Morristown TN 37815

Location: OLIVER SPRINGS Quote Number: Q00086 Expiry Date: 11/05/2022 Salesperson: Jason Lynn

jason@jet-vac.com

Responsible: AMBER WILLIAMS

(803) 848-1138 amber@jet-vac.com

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

```
*BONNELL INDUSTRIES SOURCEWELL CONTRACT #080818-BNL*
NEW SPARTAN LEAF PRO PLUS
*15 YARD CONTAINMENT BOX WITH DA SISSOR HOIST
*RADIUSED AND TAPERED FOR "NO STICK" DUMPING
*DOUBLE HINGED TAILGATE WITH HYDRAULIC LATCHING
*ELECTRIC TRAILER BRAKES WITH BREAK AWAY SYSTEM
*24000 LB TANDEM AXLE AND RUNNING GEAR
*DOT COMPLIANT LIGHTING WITH ALL L.E.D. LIGHTING
*RIGID HEAVY DUTY TONGUE -NON ADJUSTABLE
*ADJUSTABLE PINTLE HITCH RATED AT TRAILER CAPACITY
*MANUAL JACK WITH FOOT RATED AT 12000 LBS
*74 HP KUBOTA TIER IV DIESEL ENGINE
*SECONDARY PRESCREEN IN FRONT OF OEM RADIATOR SCREEN
*50 GALLON ALUMINUM FUEL TANK WITH SIGHT GAUGE
*27" DIAMETER DIRECT DRIVEN 5 BLADES OF AR400
*BLOWER HOUSING LINER
*ELBOW LINER
*11-1/2" NACD CLUTCH TO FIT SAE #3 ENGINE HOUSING
*CLEAR URETHANE COLLECTION HOSE. (.06" WALL)
*CURB SIDE PICKUP WITH OVERHEAD BOOM.
*12 VOLT DC POWER UNIT TO OPERATE RAISE/LOWER OF BOOM
*YELLOW FLASHERS
*WHEEL CHOCKS
*FIRE EXTINGUISHER
*TARP RODS INSTALLED ON CONTAINMENT BODY
****INCLUDING THE FOLLOWING OPTIONS****
S40000
        Spartan Leaf Pro
        30 YARD CONTAINMENT BOX, INCLUDES DA SISSOR HOIST,
```

pfwf8041.cdkglobal-id.net:20201/CGI-BIN/LANSAWEB?WEBEVENT+L084EAD790C072301BCAE053+PRD 46

120,703.75

10/26/22, 8:49 AM Custom Quote

S40152 HYDRAULIC TRAILER JACK IN LIEU OF MANUAL S40708 TOOL/RAKE HOLDER INSTALLED ON CHASSIS

S40713 CLEAN OUT DOOR INSTALLED IN BLOWER HOUSTING COVER. S40907 PROPORTIONALLY CONTROLLED THREE AXIS COLLECTION UN

S40703 DIRECTIONAL LIGHT BAR

JET VAC PROVIDED ITEM:
PURCHASE AND INSTALL OF 12V WORK LIGHTS

1,000.00

Additional Charges

EQP SHIPPING 1,800.00 PRICING SURCHARGE 10,865.54

Selling Price: 134,369.29

Tax:

Net Selling Price: 134,369.29

Accepted by: Prepared by:



Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Docusigned by:

Jeveny Schwartz

By: COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

11/15/2021 | 11:25 AM CST

Date: _____

Global Environmental Products, Inc.

____DocuSigned by

By: Chad Bormann

312C4683C5E642F...

Chad Bormann

Title: Vice President/Director of Sales

11/15/2021 | 11:07 AM CST Date: ____

Approved:

DocuSigned by:

By: Chad Coautte

Chad Coauette

Title: Executive Director/CEO

11/15/2021 | 1:55 PM CST Date:

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: Global Environmental Products, Inc

5405 Industrial Parkway

Address:

San Bernardino , CA 92407

Contact: Chad Bormann

Email: cbormann@globalsweeper.com

Phone: 850-377-4926
Fax: 909-713-1613
HST#: 45-0647559

Submission Details

Created On: Tuesday September 21, 2021 12:35:15
Submitted On: Monday September 27, 2021 08:10:32

Submitted By: Chad Bormann

Email: cbormann@globalsweeper.com

Transaction #: cfad1fe7-906a-4e28-8239-922e71271eca

Submitter's IP Address: 75.162.79.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Products, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH * Holder Tractors Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407
5	Proposer website address (or addresses):	www.globalsweeper.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855

Table 2: Company Information and Financial Strength

Line	Q	B	T
Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA.	
		Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an \$46M in sales.	*
		Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.	
10	What are your company's expectations in the event of an award?	In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities.	
		We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated \$1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract.	*
		In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.	
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing	*
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.	*
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada. All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.	
	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?		*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE	*

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	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level. DSNY - The City of New York Dept. of Sanitation: https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper	*
19	What percentage of your sales are to the governmental sector in the past three years	95% +	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell - 2018-21 YTD Reported: \$5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: \$1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV) HGAC - 2018-21 YTD Reported: \$969,566.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - \$391,577.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA	Mark Stevens	916-808-5869	*
City of Hanford, CA	Tommy Bettencourt	559-585-2554	*
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776	*

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 *	
City of Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	\$309,500	\$1,547,500	*
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	\$49,604,995	*
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	\$550,000	\$1.2M	*
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	\$300,000 X 8	\$2.4M	*
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	\$3.162M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
26		Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*

DocuSign Envelope ID: 70A29FDC-FCAB-4ECA-8A36-7184AE4EB214 Describe the ordering process. If orders will be Global will utilize a Business- Government order process. handled by distributors, dealers or others, explain the respective roles of the Proposer and others. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing If the customer is already a Sourcewell member, Global or the local Dealer will proceed If the customer is not already a member, we will assist the agency with becoming a member The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information Final quotation will be generated and submitted to the Local Public Agency, including freight to The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. Machine will be built and delivered to end user. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental 29 Describe in detail the process and procedure of Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder: your customer service program, if applicable. Include your response-time capabilities and GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer commitments, as well as any incentives that help relationship. GEP believes strongly that a good product will sell itself the first time, but excellent your providers meet your stated service goals or customer service is what leads to repeat business and growth. promises. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: Pre trip inspection of sweeper Daily maintenance and adjustments Weekly maintenance and adjustments Review of common wear items and schedule of replacement Review of Preventative Maintenance work and schedule of recommended PMs Safety procedures for performing work on the sweeper Safety procedures for operating the street sweepers Walk around and review of function of all standard and optional features on sweeper Best sweeping practices In cab adjustments to ensure optimal sweeping in varying conditions Debris dumping procedures Sweeper cleaning Daily greasing As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP

units across North America to draw upon.

dealer is 24 - 36 hours for both technician and required components to be on site for repair. instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50

	-	-	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and	*
		Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract.	
		In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network.	*
		Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response*	
35	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.	Detailed marketing plan uploaded for your review. Brochures for products in standalone folder within the same attachment	*
36	data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in attached marketing plan Sourcewell page on www.globalsweeper.com: https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role will be continued education, to provide marketing and collateral materials when requested - such as hard copy brochures, digital of said materials, assistance when needed through calls and web meetings for legal assistance and other benefits offered through this program that answer questions that our customers may have.	*
38	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.	Not at this time	*

Table 8: Value-Added Attributes

Line Item	Question	Response*	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training	*
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. Global meets Buy American Requirements	*
41	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.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.	*
42	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, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers	*
43	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	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Global meets Buy American Requirements with our purpose built equipment. Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.	*

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 *
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached
	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.
	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.
	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.
	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?	Warranties will be passed on to the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30	*
	use by educational or governmental entities.	Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card A variety of leasing programs are available and typically offered by the Sourcewell Members local dealer. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.	*
	(order forms, terms and conditions, service level	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form	*
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of \$1.35: \$1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered.	*
		Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents	
	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	 Purpose Built Chassis Single Engine Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600 Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250 	*

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	© Yes ○ No	All equipment offered falls in this category	*
71	Runway sweeping and cleaning equipment	← Yes ♠ No	N/A	*
72	Litter, trash, and debris vacuums	C Yes c No	N/A	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	← Yes ♠ No	N/A	*

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

Line Item 74. 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."
 - Pricing Global Sourcewell Pricelists PDF 2022.zip Wednesday September 22, 2021 13:18:41
 - Financial Strength and Stability Financials.zip Thursday September 23, 2021 10:00:52
 - Marketing Plan/Samples Sales and Service Nationwide (Marketing Plan Included).zip Monday September 27, 2021 07:59:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Warranty.zip Wednesday September 22, 2021 15:40:06
 - Standard Transaction Document Samples Standard Transaction Documents.zip Thursday September 23, 2021 13:44:09
 - Upload Additional Document Misc. Documents.zip Thursday September 23, 2021 16:31:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States
 Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, Inc

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

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

DocuSign Envelope ID: 70A29FDC-FCAB-4ECA-8A36-7184AE4EB214

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	网	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	₽	2

Sourcewell

AMENDMENT #1 TO **CONTRACT #093021-GEP**

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

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

Sourcewell	Global Environmental Products, Inc.
By: Jeremy Solwarty Jeremy Solwarty	By: DocuSigned by: Chad Bolling B636866142E84DE
Title: Director of Operations & Procurement/CPO	Title:
Date:	Date: 2/16/2022 10:44 AM PST
Sourcewell By: Chad Coautte Chad Coaute288F817A64CC	
Title: Executive Director/CEO	
Date:2/16/2022 1:32 PM CST	

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Approve purchase of five (5) 2023 Ford Police Interceptor vehicles under state contract

#209 totaling \$187,445.00.

Prepared By: Andrew Ellard

Subject: Police Department Vehicle Purchase – FY 2023

Background: In FY22, the city council approved the purchase of (5)-2022 Ford Police Interceptor

vehicles. In September, the vendor, Lonnie Cobb Ford, notified the City that Ford Motor Company was ceasing the model year build, thus cancelling the City's order. The Police Department desires to order (5)-2023 Ford Police Interceptor vehicles to replace the above

order.

Findings/Current Activity:

Lonnie Cobb Ford has provided the attached quote. Pricing for the police interceptors has been approved under statewide contract #209. Upfitting, striping, and equipping will be procured separately.

Financial Impact:

Because the FY 2022 purchase had to be cancelled, those previously encumbered funds revert to the fund balance. Budget amendment (4713.02) approved by council on 10/18/22 re-allocated the funding into the FY 2023 budget from the fund balance.

Action options/Recommendations:

Authorize staff to make a one-time purchase of (5) Ford Police Interceptor Vehicles from Lonnie Cobb Ford totaling \$187,445.00.

Attachment: Lonnie Cobb Quote & SWC 209



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC 1618 Highway 45 N Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000072318

Title: SWC209 Vehicles

Start Date: September 28, 2021 End Date: December 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee

Department of General Services, Central Procurement Office

Contract Administrator: Michael Neely

3rd Floor, William R Snodgrass, Tennessee Tower

312 Rosa L. Parks Avenue Nashville, TN 37243-1102 Phone: 615-741-5971 Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934

Police, Vehicles, Ford, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-001

Manufacturer Item #: Unit Price: \$ 0

Line 2

Item ID: 1000179935

Sedans, Ford, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-002

Manufacturer Item #: Unit Price: \$ 0

Line 3

Item ID: 1000179936

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

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-003

Manufacturer Item #: Unit Price: \$ 0

Line 4

Item ID: 1000179937

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

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-004

Manufacturer Item #: Unit Price: \$ 0

Line 5

Item ID: 1000179938

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

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-005

Manufacturer Item #: Unit Price: \$ 0

Line 6

Item ID: 1000179939

Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-006

Manufacturer Item #: Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #: Unit Price: \$ 0

APPROVED:

CHIEF PROCUREMENT OFFICER

PURCHASING AGENT

DATE

SWC 209 Lonnie Cobb Ford contract # 75347

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by: STEVEN BLACKSTOCK Office: 731-989-2121

Date: 09/30/2022





09/30/2022 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles



09/30/2022 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A	N/C
	Includes: - 3,73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps, - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft, up/down,	tilt with manual recline. 2-
	way manual lumbar), passenger 2-way manual track (fore/aft, with manual track (fore/aft, with manual track), with manual track of the second o	ial recline) and built-in steel ommand support
000		-\$2,830.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	
	(136-MPH top speed). Note: Deletes regenerative braking and lithium-io Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 St amp) and replaces 19-gallon tank with 21.4-gallon	n battery pack; adds 250- Ll battery (730 CCA/80-
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
	Includes polished stainless steel hub cover and center caps.	
9	Unique HD Cloth Front Bucket Seats	Included
	w/Vinyl Rear	
	Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, t way manual lumbar), passenger 2-way manual track (fore/aft, with manu intrusion plates in both driver/passenger seatbacks.	ilt with manual recline, 2- ual recline) and built-in steel
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	Includes clock, 4-speakers, Bluetooth interface with hands-free voice co with most Bluetooth connected mobile devices), 1 USB port and 4.2" co- smart display	mmand support (compatible for LCD screen center stack

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

smart display.



09/30/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As	Config	ured	Vehicle	(cont'd)
, ,,	OUTLING	ai o a	4 0111010	(OOIIL O)

sing \$60.00 sealed capability (does not include LED strobe) ss) N/C \$25.00
N/C \$25.00
\$25.00
s opened.
er \$50.00
(y) \$395.00
\$75.00
nanually remove window or door disable plate with specia driver's door switches.
v/o \$340.00
bs. Key fobs are not fobbed alike when ordered with
\$610.00
100.00 \$100.00
STD
n is standard equipment for vehicles njection engine.
N/C
th N/C
\$45,990.00
\$1,495.00
\$47,485.00
if or

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information, $86\,$



09/30/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		\$47,165.00
Options		-\$1,175.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,495.00
Subtotal		\$47,485.00
Pre-Tax Adjustmen	ots	
Code	Description	MSRP
fleet discount	fleet discount	-\$9,996.00
Total		\$37,489.00
Customer Signature		Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

November 1st, 2022

Agenda Item:

Authorize the repair to Unit #468 in the amount of \$33,031.15.

Prepared By:

Andrew Ellard

Subject:

Unit #468 Fire Truck Repair

Background:

The City of Morristown's Fire Department has a fire truck in need of a complete engine

repair/overhaul. Repairs are necessary to get the truck placed back in service.

Findings/Current Activity:

Fleet Services obtained two different quotes to repair the truck. An attempt was made to get a third quote, however the vendor declined because of their inability to obtain the needed parts. To our knowledge, these are the only three known vendors who could do the repair. Moore's Tractor & Trailer Repair provided the lowest quote.

Financial Impact:

This was not a planned expenditure in the FY22-23 budget. Budget amendment (4713.03) currently before council will allocate funding from fund balance into the FY 2023 budget to cover the cost of the purchase.

Action options/Recommendations:

Approve the repair to Unit #468 as quoted by Moore's Tractor & Trailer Repair in the amount of \$33,031.15.

Attachment:

Moore's Tractor & Trailer Repair Quote

MOORE'S TRACTOR & TRAILER REPAIR, INC. Estimate PART NO. DESCRIPTION P.O. Box 3123 DMAlele ensine overhou **MORRISTOWN, TN 37815** scrap leit proser TEL. 423-581-1159 ADDRESS TIME PROMISED CUSTOMER'S ORDER CITY TYPE OR MODEL YEAR LICENSE NUMBER ODOMETER 468 REPAIR ORDER - LABOR INSTRUCTIONS OPER NO. FLUSH LUBRICATE POLISH TRANS. SPECIAL REPAIRS 450 DESTROY PARTS | RETAIN PARTS I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE, ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON **TOTAL PARTS** TOTAL LABOR ESTIMATE AMOUNT TIRES ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO, YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE TOTAL PARTS ADD'L AUTH AME OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL GAS, OIL, GREASE ADOL AUTH, AMT. AUTHORIZED BY SPECIAL REPAIRS RECEIVED BY __ ADDILAUTH AMT. ENVIRONMENTAL **GAL. GASOLINE ESTIMATE TOTAL** CHARGES Unless otherwise provided by law, the seller (above named dealership) hereby QTS. OIL expressly disclaims all warranties, either express or implied, including any implied LBS. GREASE STATE TAX warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection TOTAL AMOUNT **TOTAL GAS - OIL - GREASE** with the sale of said products.

89

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Acknowledge receipt of bids for hearing protection and protective cases, accept the bids

from Lawmen's & Shooters' Supply Inc. and Dana Safety Supply as the best and lowest

bids; authorize a one-time purchase of (100)-Peltor Sport Tactical sets of hearing

protection totaling \$12,905.00 from Lawmen's & Shooters' Supply Inc. and authorize the one-time purchase of (100)-protective cases totaling \$1,750.00 from Dana Safety Supply.

Prepared By: Andrew Ellard

Subject: Police Department Hearing Protection Purchase

Background: Decibel levels at the firing range reach dangerous levels and can damage the hearing of

our police officers. The Police Department desires to upgrade the department's current inventory of hearing protection by purchasing new hearing protection for each Officer.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received three (3) total responses to the bid. Lawmen's Shooters' and Supply Inc. provided the best and lowest bid for the hearing protection and Dana Safety Supply submitted the best and lowest bid for the protective cases. (See the attached bid tabulation for further information).

Financial Impact:

Funds have been appropriated in FY23 budget for this purchase.

Peltor Sport Tactical Hearing Protection = \$12,905.00

Protective Cases = \$1,750.00

Total Cost = \$14,655.00

Action options/Recommendations:

Acknowledge bids, award the hearing protection bid to Lawmen's and Shooters' and Supply Inc and the protective case bid to Dana Safety Supply, and authorize staff to make a one-time purchase from each vendor totaling \$12,905.00 and \$1,750.00 respectively.

Attachment: Bid tabulation

City of Morristown Finance Department Police Department Hearing Protection Bid Tab October 18th, 2022 2:00 P.M.

BID TAB											
Vendor	Hearing Protection Make Model Price Hear		Hearing Protection Case	Case Price	TOTAL PRICE						
Galls	Peltor Sport Tactical 500 Electronic	\$151.00	NOT SPECIFIED	INCLUDED	\$151.00						
Dana Safety Supply	Peltor Sport Tactical 500 Electronic	\$165.00	LTGEM EVA Hard Case for Peltor Sport	\$17.501	\$182.50						
Lawmen's & Shooter's Supply	Peltor Sport Tactical 500 Electronic	\$129.05	No Bid	N/A	\$129.05						

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 1st, 2022

Agenda Item: Approve the surplus of 103 - (4th) Generation Glock Handguns and authorize the Police

Department to trade the handguns with Craig's Firearm Supply Inc. and purchase 109 - (5th) Generation Glock handguns totaling (\$22,909.42) utilizing Statewide Contract #357

pricing.

Prepared By: Andrew Ellard

Subject: Surplus handguns

Background: The City of Morristown Police Department currently has 103 – (4th) Generation Glock

Handguns in miscellaneous calibers. To ensure the department maintains functioning equipment that possesses the latest upgrades, the department desires to upgrade from

(4th) Generation Glock handguns to (5th) Generation Glock Handguns.

Findings/Current Activity:

Due to ATF regulations, the City must trade-in the surplus handguns to an authorized firearms dealer rather than the City's usual method of auctioning/selling surplus property on GovDeals. To ensure the City received the best value in trade, the police department sought quotes from three different firearms vendors. Craig's Firearm Supply Inc. (based out of Tennessee) provided the best and most qualified overall offer. Please note, GT Distributors (based out of Texas) did quote 29 of the handguns at a higher price but were much lower on the remaining 74 handguns. Craig's Firearm Supply Inc. provided the highest total trade-in offer of \$31,045.00. For efficiency purposes, staff would recommend trading the firearms to one, in state vendor, being Craig's Firearm Supply Inc. (See attached trade-in tabulation.)

The pricing for the new handguns has been established under Statewide Contract #357. Because of this, Craig's Firearm Supply Inc. and GT Distributors provided the same pricing for the purchase of the new, (5th) Generation Glock handguns. (See attached).

Financial Impact:

The purchase price for 109 – (5th) Generation Glock handguns is \$53,954.42. Approving the trade with Craig's Firearm Supply Inc. will reduce the total cost of the handgun purchase by \$31,045.00 for a total cost of \$22,909.42. Funding totaling \$12,795.00 has

November 1, 2022 City Council Agenda Item Summary Surplus of Handguns Page 2

been appropriated in the FY 2023 budget. Budget modifications will be made to cover the the cost difference.

Action options/Recommendations:

Approve the surplus of $103 - (4^{th})$ Generation Glock handguns valued at \$31,045.00, authorize the Police Department to trade the handguns with Craig's Firearm Supply Inc., and authorize the police department's one-time purchase of $109 - (5^{TH})$ Generation Glock Handguns from Craig's Firearm's Supply totaling \$22,909.42.

Attachment: Craig's Firearms Quote, Trade-In Tabulation, & SWC #357

City of Morristown FY23 Firearm's Trade

Quantity	Weapon Type	Craig's Firearms Pricing	Kiesler's Pricing	GT Distributors
52	Glock 31's	\$15,964.00	\$12,480.00	\$13,598.00
22	Glock 32's	\$6,754.00	\$5,280.00	\$5,929.00
13	Glock 17	\$3,991.00	\$3,770.00	\$4,049.50
8	Glock 19	\$2,456.00	\$2,320.00	\$2,556.00
8	Glock 43	\$1,880.00	\$1,800.00	\$2,396.00
	TOTAL TRADE-IN VALUE	\$31,045.00	\$25,650.00	\$28,528.50



8761 Chapman Highway, Knoxville, TN 37920 Phone 865-573-4567 ~ Fax 865-573-0820

mattb@craigsfirearms.com

то:	Sgt. Diana Morgan	PHONE:			
AGENCY:	Morristown PD	EMAIL:			
DATE: _	09/28/22	Quote will be honored for	30	days.	

A copy of this quote must accompany your purchase order. EACH MANUFACTURER MUST HAVE A SEPARATE PURCHASE ORDER. ALL REMINGTON PRODUCTS REQUIRE A SEPARATE PURCHASE ORDER FOR EACH LINE ITEM. AGENCIES ARE RESPONSIBLE FOR ALL TAXES | AGENCY OR! NUMBER MUST BE ON ALL PURCHASE ORDERS ITEM DESCRIPTION PART# PRICE QTY. EXT. GLOCK 17 Gen 5 MOS AMGLO BLD 5.5lb 3 Mags LE purchase \$500.50 69 \$34,534.50 purchase GLOCK 19 Gen 5 MOS AMGLO BLD 5.5lb 3 Mags LE \$500.50 32 \$16,016.00 purchase GLOCK 43X MOS AMGLO BLD 5.5lb 2 Mags LE \$425.49 8 \$3,403.92 \$0.00 \$0.00 \$0.00 Trade-in -\$15.964.00 GLOCK 31 Gen 4 w/box & 3 Mags \$307.00 -52 Trade-in GLOCK 32 Gen 4 w/box & 3 Mags \$307.00 -22 -\$6,754.00 Trade-in -\$3,991.00 GLOCK 17 Gen 4 w/box & 3 Mags \$307.00 -13 Trade-in GLOCK 19 Gen 4 w/box & 3 Mags \$307.00 -8 -\$2,456.00 Trade-in GLOCK 43 w/box & 2 Mags \$235.00 -8 -\$1,880.00 \$0.00 **TN State Contract #357** \$0.00 \$0.00 \$0.00

TOTAL \$22,909.42

AGENCY ACKNOWLEDGEMENT OF TERMS:

accept this quote as written

Agency representative's Signature:

Agency representative's printed name:

Please do not pay from this quote. Invoice will follow:

Please call with any questions about this quote.

Thank you, * Govt. agency prices do not include sales tax or FET where applicable

* Prices are due and payable NET 30 days for each invoice

* Trade-In pistols must be in good, serviceable working order

Matt Brooke * Deductions made if trade-ins are damagedor not as specified

Law Enforcement Sales * Trade-In or exchange pistols must be complete with 3 magazines, working sights, CELL:(865)414-4856 and in original box, unless otherwise noted.

* Trade-In or exchange pistols must be turned in within 30 days after receipt of new Glock pistols

95



October 27, 2022

Mr. Anthony Cox City Administrator City of Morristown P.O. Box 1499 Morristown, TN 37816-1499

Reference: MAID Ditch Drainage System

Dear Mr. Cox:

Bids for the referenced project were received and opened on October 26, 2022, at 10:00 a.m. at the Morristown Public Works Office. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to East Tennessee turf and Landscape of Morristown, Tennessee, in the amount of \$628,850.00

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

Steve Drummer, P.E.

Senior Civil Engineer

Enclosures

City of Morristown, Tennessee MAID DITCH DRAINAGE SYSTEM Certified Bid Tabulation

				Junior Hommel Excavating			East Tennessee Turf and Landscape																
Item	Description	Qty.	Unit	Unit Price		Unit Price		Unit Price		Unit Price Total Cost		Jnit Price Total Cost Unit		Unit Price To		Unit Price Total Cost		Unit Price Tota		Unit Price			Total Cost
1	Clearing and Grubbing	1	LS	\$	30,000.00	\$	30,000.00	\$	75,000.00	\$	75,000.00												
2	Earthwork	1	LS	\$	285,000.00	\$	285,000.00	\$	200,000.00	\$	200,000.00												
3	Flexmat	38600	SF	\$	6.48	\$	250,128.00	\$	7.25	\$	279,850.00												
4	Traffic Control	1	LS	\$	10,000.00	\$	10,000.00	\$	1,000.00	\$	1,000.00												
5	Construction Fence	1000	LF	\$	7.50	\$	7,500.00	\$	6.00	\$	6,000.00												
6	Erosion and Sediment Control	1	LS	\$	35,000.00	\$	35,000.00	\$	30,000.00	\$	30,000.00												
7	Cleanup, Final Grading and Seeding	1	LS	\$	75,000.00	\$	75,000.00	\$	30,000.00	\$	30,000.00												
8	Miscellanous Concrete	10	CY	\$	175.00	\$	1,750.00	\$	300.00	\$	3,000.00												
9	Miscellanous Stone	100	TON	\$	30.00	\$	3,000.00	\$	40.00	\$	4,000.00												
		То	tal			\$	\$ 697,378.00			\$	628,850.00												

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:

John S. Drummer, P.E.



October 27, 2022

Mr. Anthony Cox City Administrator City of Morristown P.O. Box 1499 Morristown, TN 37816-1499

Reference: Freshour Culvert Repair, Phase 2

Dear Mr. Cox:

Bids for the referenced project were received and opened on October 26, 2022, at 10:30 a.m. at the Morristown Public Works Office. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Proshot Concrete, Inc. of Florence, Alabama, in the amount of \$278,000.00

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

Steve Drummer, P.E.

Senior Civil Engineer

Enclosures

City of Morristown, Tennessee FRESHOUR CULVERT REPAIR Certified Bid Tabulation

				Shotcrete Contractors			Proshot Concrete, Inc.			ete, Inc.	
Item	Description	Qty.	Unit		Unit Price		Total Cost	Unit Price		Total Cost	
1	Shotcrete	1	LS	\$	636,000.00	\$	636,000.00	\$	226,000.00	\$	226,000.00
2	Crack and Spall Repair	1	LS	\$	18,000.00	\$	18,000.00	\$	25,000.00	\$	25,000.00
3	Erosion Control	1	SF	\$	2,000.00	\$	2,000.00	\$	8,000.00	\$	8,000.00
4	Cleanup	1	LS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
5	Miscellanous Stone	100	TON	\$	40.00	\$	4,000.00	\$	50.00	\$	5,000.00
6	Miscellanous Concrete	20	CY	\$	500.00	\$	10,000.00	\$	200.00	\$	4,000.00
		То	tal			\$	680,000.00			\$	278,000.00

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:

John S. Drummer, P.E.

The City of Morristown

Morristown Police Department



MEMORANDUM

To:

Mayor Gary Chesney

City Council

From:

Chief Roger D. Overholt

Date:

October 25, 2022

Re:

Employee Disciplinary Action

I am requesting confirmation for a disciplinary action of a police officer. I am making this request based upon an internal investigation and findings. I request the officer to receive 1 day (12 hour) suspension without pay. This is due to violation of General Order 300.08 Code of Conduct Section C Item 17 Respond to Calls for Service.

The officer will also receive a written reprimand for violation of General Order 500.33 Vehicle Pursuit Emergency Response Section A and will receive additional training by a department supervisor on General Orders 300.08 and 500.33

This action would be in compliance with our disciplinary process.

Thank you,

RDO/aw