

Pre-Meeting WORK SESSION
November 15, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
November 15, 2022
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Benny Jones, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. November 1, 2022

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 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 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.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-27

A Resolution of The City of Morristown, requesting approval to apply for the Hazardous Materials Emergency Preparedness Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

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 \$60,598 to allow for the purchase of two vehicles for the Fire Department. **{Public Hearing date December 6, 2022}**

2. Ordinance No. _____

Entitled an Ordinance to amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned Commercial District) to R2 (Medium Density Residential District). New Fire Station No. 3}. **{Public Hearing date December 6, 2022}**

9-c. Awarding of Bids/Contracts

1. Approval of Right-of-Way acquisitions for the Thompson Creek Road Project Phase 2, Tracts 1, 2 and 5 in an amount of \$27,324.99.

2. Approve purchase of one (1) 2023 Isuzu NPR-HD Gas Cab Chassis truck with the necessary accessories and upfitting from National Auto Fleet Group for the Natural Resources Department via a cooperative purchasing agreement, totaling \$72,394.80.

3. Authorize purchase of one (1) Asphalt Hot Box Trailer, being a KM International (Model KM8000T) 4 – Ton Hotbox Trailer in the amount of \$55,335.00 via cooperative purchasing agreement.

4. Approve purchase of two (2) 2023 Dodge Durango vehicles for the Fire Department under state contract #209 totaling \$78,464.00.

5. Approve the surplus of a 2015 Crafcro Magnum Spray Injection Patching Machine.

6. Approval to declare one (1) city owned vehicle as surplus, and acknowledge the placement of Unit #470, previously surplus, back into service.

9-d. Board/Commission Appointments

1. City Council appointment for a six-year term to fill a vacancy on the Industrial Development Board. Term to expire June 30, 2028.

9-e. New Issues

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

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
November 15, 2022**

1. Council Agenda Management and Schedule of Meetings 2023

City Council Meeting/Holiday Schedule.

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
February 7, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
February 7, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 21, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
November 1, 2022
5:00 p.m.**

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

Reverend Jacqui Griffin, 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 18, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

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

A Public Hearing was held pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for Ordinance No. 4705 of 138 W. Manley Court Circle. No one spoke.

Councilmember Pedigo made a motion to renew and update the Plan of Services for Ordinance No. 4705 for the annexation of property located at 138 W. Manley Court Circle, Hamblen County Tax Parcel ID#: 032040L E 00200 with the Zoning Designation of Intermediate Business District, IB the Zoning Designation of Intermediate Business District, IB. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4713.03. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4713.03 on its first reading and schedule a public hearing relative to final passage of said Ordinance for November 15, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 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 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.

Councilmember Senter made a motion to defer taking action on the proposed Ordinance amending Title 1, Chapter 2, Section 206 of the Morristown Municipal Code (Order of Business) to the first meeting in December (December 6, 2022). Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to 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. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to acknowledge the receipt of proposals related to the sale of Old Fire Station No. 4 and reject all proposals. Councilmember Pedigo seconded the motion and upon roll call; Mayor Chesney, Councilmembers A’Hearn, Garrett, Pedigo, Senter and Smith voted “aye”. Councilmember Bivens voted “no”.

Councilmember Smith made a motion approve the County Inmate Labor Usage Agreement for 2022 between Hamblen County and the City of Morristown. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Change Order No. 9 with Path Construction for Morristown Landing in the amount of \$139,119.95. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to 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. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of 164 Motorola Portable Batteries totaling \$26,907.32. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Change Order No. 5 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$12,175.00. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to 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. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of one (1) New Spartan Leaf Pro Plus Vacuum Trailer, in the amount of \$134,369.29 via cooperative purchasing agreement. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the purchase of five (5) 2023 Ford Police Interceptor vehicles under State Contract #209 totaling \$187,445.00. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to authorize the repair to Fire Engine Unit #468 as quoted by Moore’s Tractor & Trailer Repair in the amount of \$33,031.15. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to 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. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to 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. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion 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. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion 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. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to confirm the Disciplinary Action for the Morristown Police 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; Louis Chan spoke.

Mayor Gary Chesney adjourned the November 1, 2022, Morristown City Council meeting at 5:44 p.m.

Mayor

Attest:

City Administrator

DRAFT

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 VEHICLE WAS ORINGALLY BUDGETD IN FISCAL YEAR 2022, BUT DUE TO SUPPLY CHAIN ISSUES THE ORDER WAS NEVER PLACED; AND TO APPROPRIATE 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.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	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			\$ 33,100	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 33,100		
			Totals	\$ -	\$ 98,100	\$ 98,100	\$ -

PASSED ON FIRST READING THIS 1ST DAY OF NOVEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 15TH DAY OF NOVEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

RESOLUTION NO. 2022-27

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

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

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

WHEREAS, the City of Morristown is requesting \$13,601.25 for Compressed Gas Mitigation Hardware with a match of \$3,400.31; and

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

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

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

Adopted this 15th day of November 2022, by the local legislative body of the City of Morristown, Tennessee.

APPROVED:

Gary Chesney, Mayor

ATTEST:

Anthony W. Cox, City Administrator

APPROPRIATION ORDINANCE

Ordinance Number:

4713.04

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 \$60,598 TO ALLOW FOR THE PURCHASE OF TWO VEHICLES FOR THE FIRE DEPARTMENT. THESE VEHICLES WERE ORIGINALLY BUDGETED AND ORDER WAS PLACED IN FISCAL YEAR 2022, BUT DUE TO SUPPLY CHAIN ISSUES THE FACTORY CANCELLED THE ORDER.

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.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fire Administration	42210.971	Motor Equipment			\$ 30,299	
General (#110)	Firefighting	42240.971	Motor Equipment			\$ 30,299	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 60,598		
			Totals	\$ -	\$ 60,598	\$ 60,598	\$ -

PASSED ON FIRST READING THIS 15th DAY OF NOVEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 6th DAY OF DECEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

The City of Morristown

Community Development & Planning

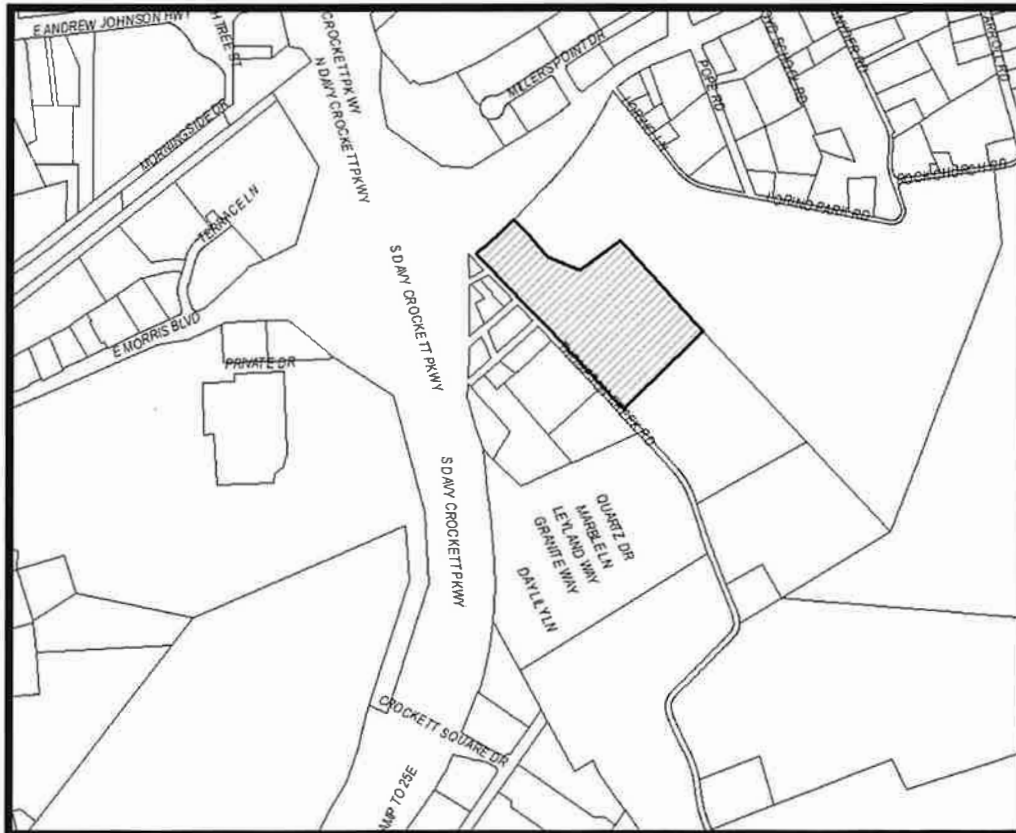


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: November 15th, 2022
SUBJECT: Rezoning Request from PCD to R-2
Thompson Creek Road

BACKGROUND:

This is a staff initiated rezoning request for City owned property on Thompson Creek Road from Planned Commercial District (PCD) to Medium Density Residential District (R-2). This property is currently being considered for the new location for Fire Station #3.

The subject parcel is approximately 11.5 acres in size and is currently vacant. Frank Lorino Park is located to the east and zoned R-2 and the properties to the west and south are all zoned PCD containing a mixture of residential uses, farmland, and vacant land.





The recently constructed “Universal at Thompson Creek” multifamily development is just slightly to the southwest of this parcel and a concept plan for the second phase of this development was submitted as part of a recently approved residential rezoning request. Additionally, Thompson Creek Road is currently undergoing significant improvements to improve the safety of this road and to connect it to nearby commercial properties and Walters State Community College. Due to this improvement along with the proximity of the park, staff views this corridor as one prime for continued residential development. Rezoning this city owned parcel to residential will further encourage this type of development.

RECOMMENDATION:

Staff recommends the rezoning to R-2 and Planning Commission voted in support of this request by a 9-0 margin at their November monthly meeting.

ORDINANCE NO. _____,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned Commercial District) to R2 (Medium Density Residential District), the general location being shown on the attached exhibit A.}

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

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

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

BEGINNING at the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 015.00 of Hamblen County Tax Map 034, and the Thompson Creek Road right-of-way and heading in a southwesterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and the Thompson Creek Road right-of-way and then is a southeasterly direction along said boundary to the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 020.02 of Hamblen County Tax Map 034, and the Thompson Creek Road right-of-way; Thence in a northeasterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and Parcel 020.02 of Hamblen County Tax Map 034 to the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 020.02 of Hamblen County Tax Map 034, and Parcel 015.00 of Hamblen County Tax Map 034; Thence in a northwesterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and Parcel 015.00 of Hamblen County Tax Map 034 to the point of BEGINNING.

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

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

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

Passed on first reading the 15th day of November 2022.

Mayor

ATTEST:

City Administrator

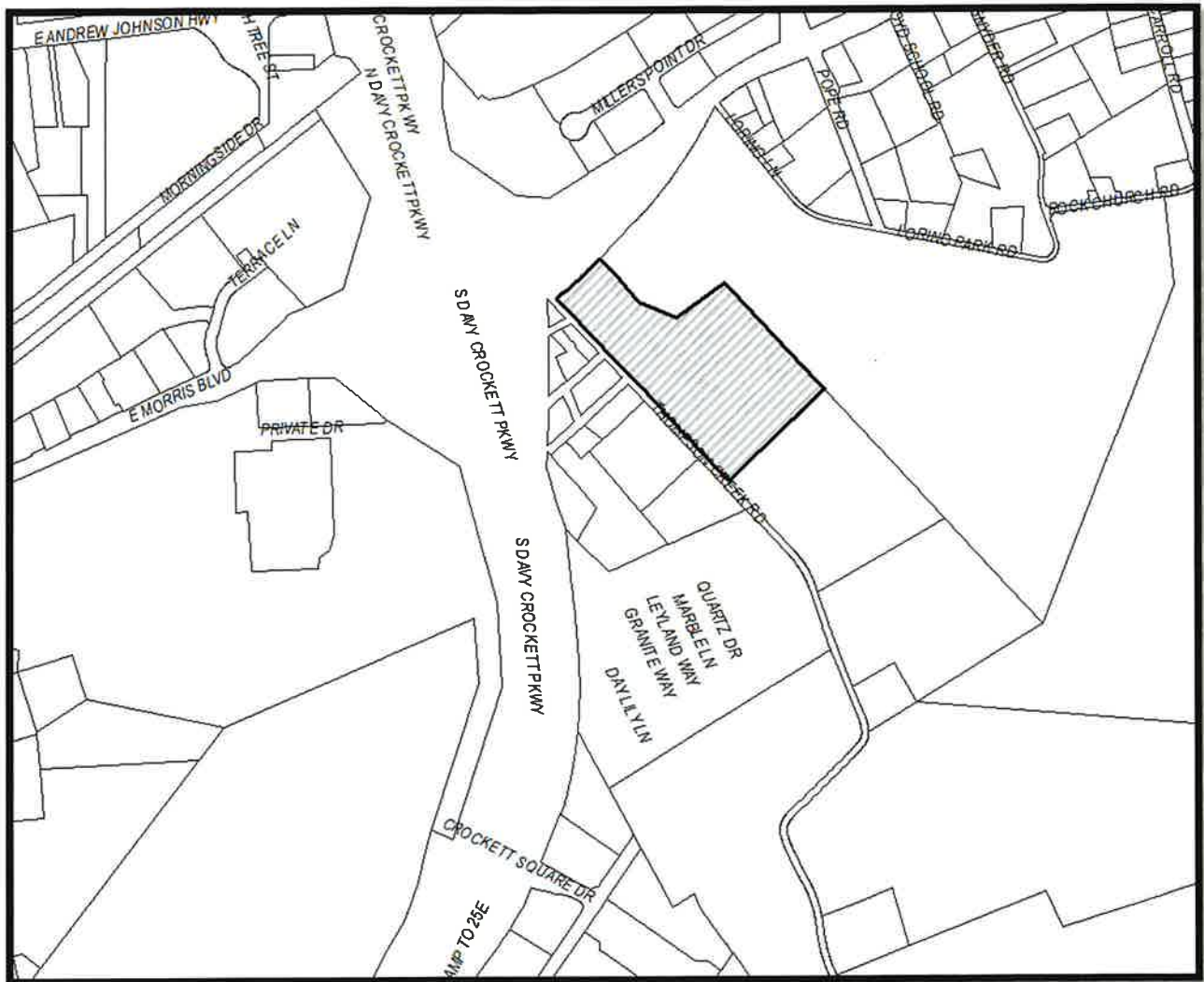
Passed on second and final reading the 6th day of December 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



CHECK ORDER REQUEST- THOMPSON CREEK ROAD PROJECT- PHASE 2

To: Larry Clark

City of Morristown Tn.

FROM: D. Phil Addison, TELICS 11/7/2022

D.P.A.

RE: Right of Way Acquisition Thompson Creek Road, Phase 2

Grooms Heirs Properties, Tracts 1,2, & 5

Larry: I have reached a settlement with the Grooms family for the 3 tracts we need from them for Construction. They have accepted our appraised offer of \$27,325.00. The three owners are requesting separate checks in the amount of \$9108.33 each. Their names and addresses are listed below. I have a signed IRS Form W-9 for each of them.

Lisa R. Grooms 1613 Royal Drive Morristown Tn. 37813 \$9108.33

Jerry W. Grooms 892 Jaybird Road Morristown Tn. 37814 \$9108.33

Steven Derreck Jones 1758 Holdway Street Morristown Tn. 37813 \$9108.33

There is no land being acquired in fee simple on either of these tracts, easements only.

I will need a deed of easement prepared by the city attorney for this acquisition.

I will close with the property owners once I receive the checks and the deed.

Thank you for your assistance on this matter.

D. Phil Addison, TELICS

ROW Consultants

AGREEMENT OF SALE

CITY PROJECT : THOMPSON CREEK ROAD

CITY OF MORRISTOWN TN.

FEDERAL PROJECT : N/A

TRACTS 1,2,5

This agreement entered into on this the 1st day of October 2022, between Jerry W. Grooms, Lisa Grooms, and Derrick Jones, herein after called the Sellers and the City of Morristown Tennessee shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Sellers and the City of Morristown Tennessee.

A. The Sellers hereby offers and agrees to convey to the City lands identified as TRACTS 1,2, & 5 on the right-of-way plan for the above referenced project upon tendering the purchase price of \$27,325.00 said tracts being further described on the attached legal descriptions.

B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Sellers for expenses incident to the transfer of the property to the City. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements Not Applicable x
Sellers agree to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment : Not Applicable
The Sellers agree to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes \$ 0.00 to compensate the owner for their expenses.

E. Other: No land being acquired in fee simple, easements only.

F. The Sellers state in the following space the name of any Lessee of any part of the property conveyed and the name of any other parties having any interest of any kind in said property.

NONE

**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being a width of 5 feet, more or less.

Containing 821 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 17.02, Tax Map 34.

**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being a width of 55 feet, more or less.

Containing 5,500 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 17.02, Tax Map 34.

**PROPERTY of JAMES LEE GROOMS, JERRY WALTER GROOMS, AND JUNE
ELLEN GROOMS THOMAS**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

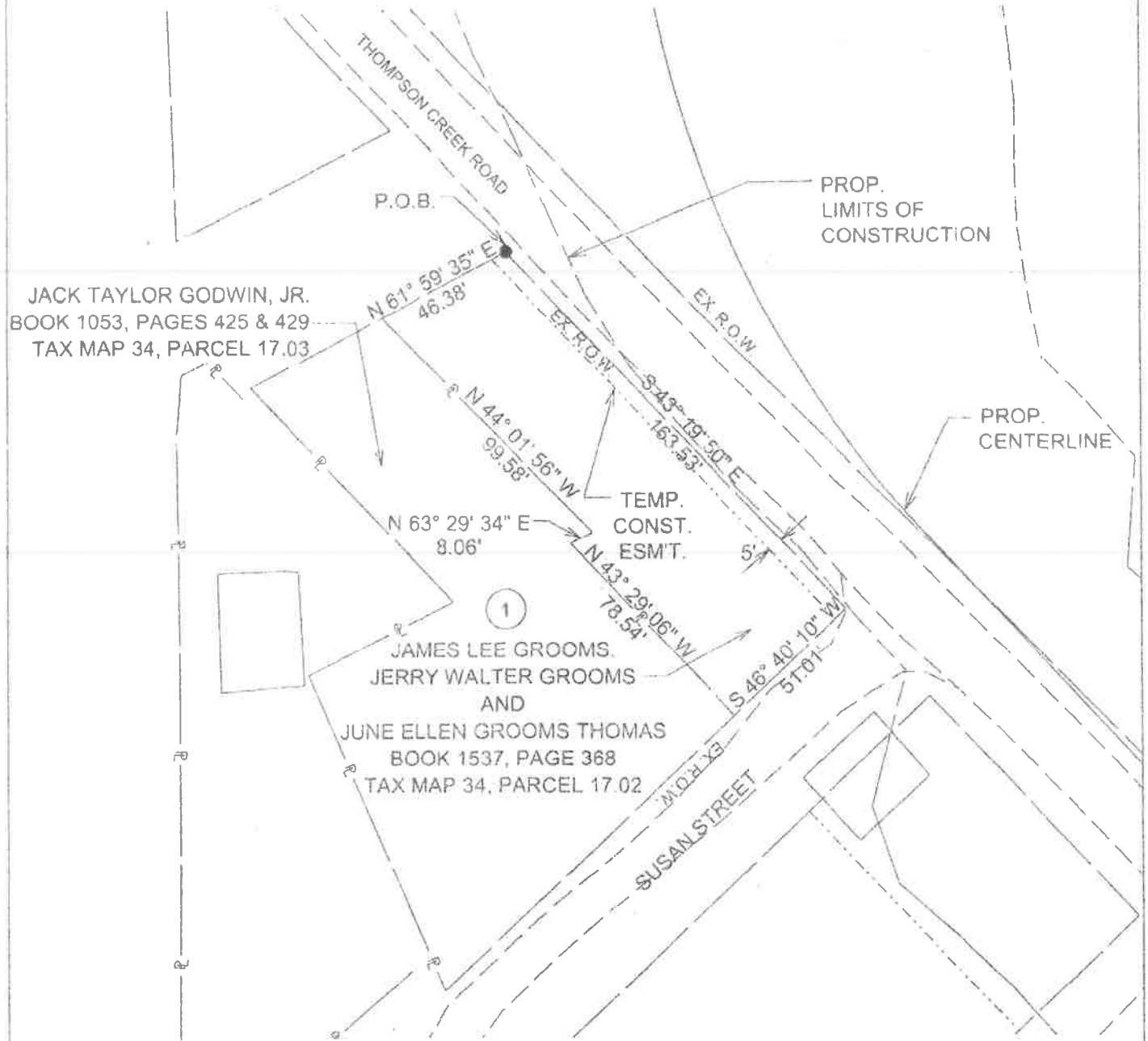
Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being of varying width of 10 feet to 25 feet, more or less.

Containing 5,115 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the existing right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1537, Page 368, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 19.00, Tax Map 34.



ACQUISITION AREAS

TEMP. CONST. ESM'T

TRACT 1: 821 SQUARE FEET

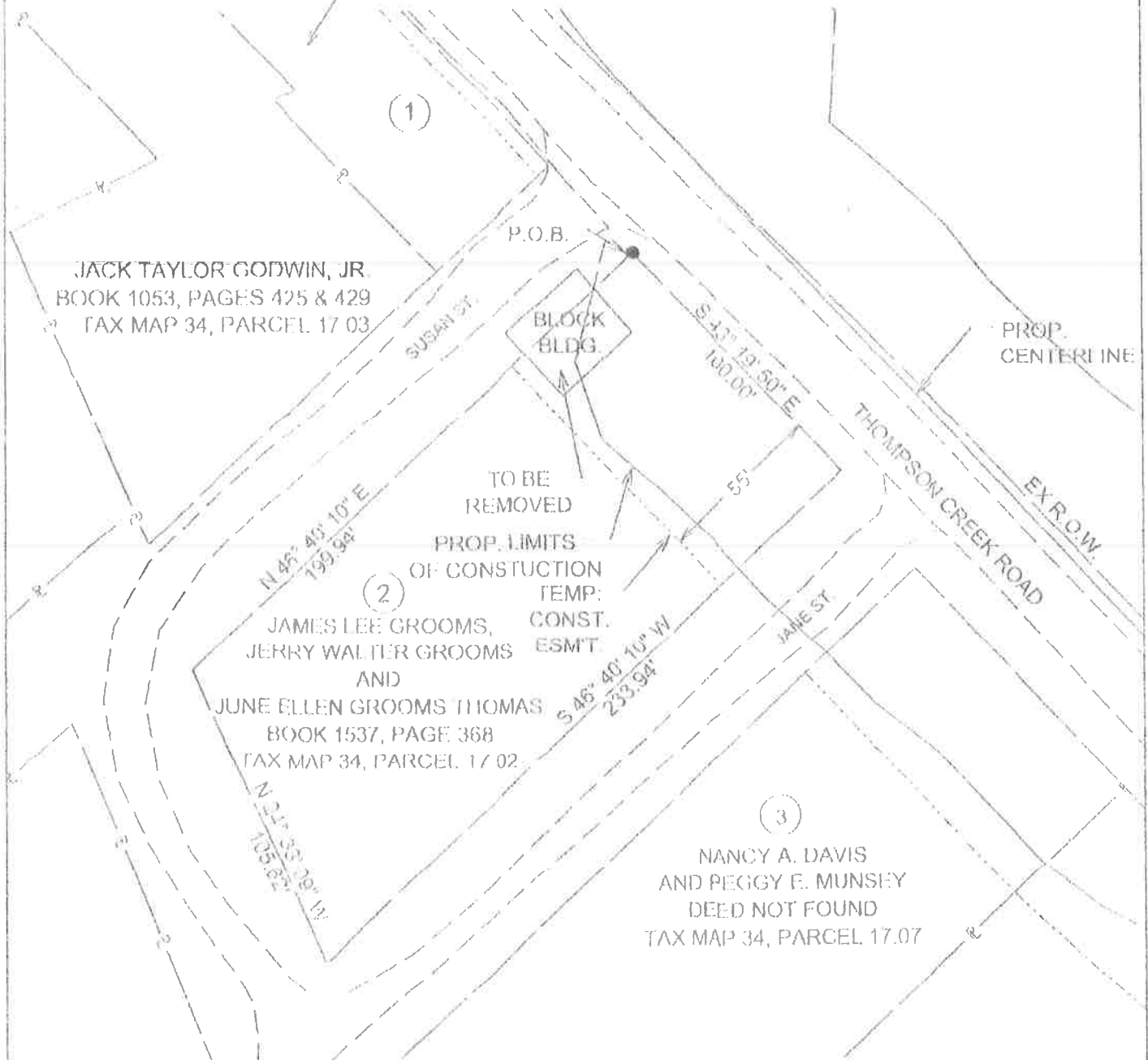
I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:



JAMES LEE GROOMS,
JERRY WALTER GROOMS
AND
JUNE ELLEN GROOMS THOMAS
BOOK 1537, PAGE 368
TAX MAP 34, PARCEL 17.02

CITY OF MORRISTOWN, TENNESSEE
BOOK 693, PAGE 453
TAX MAP 34, PARCEL 16.00



ACQUISITION AREAS

I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE

TEMP. CONST. ESM'T. TRACT 2: 5,500 SQUARE FEET

NOTES:

[Return to Agenda](#)

CITY OF MORRISTOWN, TENNESSEE
BOOK 693, PAGE 453
TAX MAP 34, PARCEL 16.00



(4)
REBECCA S. HAMILTON
BOOK 457, PAGE 432
TAX MAP 34, PARCEL 18.00

PROP. LIMITS
OF CONSTRUCTION

(5)
JAMES LEE GROOMS,
JERRY WALTER GROOMS
AND
JUNE ELLEN GROOMS THOMAS
BOOK 1537, PAGE 368
TAX MAP 34, PARCEL 19.00

TEMP.
CONST.
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(7)
THOMPSON CREEK APARTMENTS, LLC,
CLINGMAN PROSPECT, LLC AND
COPE STREET COMPLEX, LLC
BOOK 1849, PAGE 854
TAX MAP 34, PARCEL 21.00

ACQUISITION AREAS

TEMP. CONST. ESMT. TRACT 5: 5,115 SQUARE FEET

I HEREBY CERTIFY THAT THIS DRAWING WAS
PREPARED UNDER MY DIRECT SUPERVISION AND
THAT THE INFORMATION SHOWN IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTES:



Mattern & Craib

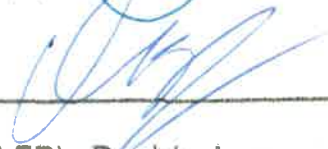
[Return to Agenda](#)



(SELLER) JERRY W. GROOMS 11/1/2022



(SELLER) Lisa Grooms 11/1/2022



(SELLER) Derrick Jones 11/1/2022

Thompson Creek Road Project

Tracts 1,2,5



Morristown City Council Agenda Item Summary

Date: November 15th, 2022

Agenda Item: Approve purchase of one (1) 2023 Isuzu NPR-HD Gas Cab Chassis truck with the necessary accessories and upfitting from National Auto Fleet Group via a cooperative purchasing agreement, totaling \$72,394.80.

Prepared By: Andrew Ellard

Subject: Natural Resources Vehicle Purchase – FY 2023

Background: In FY22, funds were appropriated to purchase a new truck for the Natural Resources Department. Due to supply chain issues, the Natural Resources Department was not able to order the truck. The Natural Resources Department still has a need for the truck and the truck has now been made available for purchase.

Findings/Current Activity:

National Auto Fleet Group and Wil-Ro, Inc. have provided the attached quotes. Pricing for the vehicle has been approved under a cooperative purchasing agreement, Sourcewell Contract (#060920).

Financial Impact:

Because the purchase could not be made in FY22, allocated funds reverted to fund balance. Budget amendment (4713.03) that is currently before council for approval will allocate \$65,000.00 into the FY 2023 budget from fund balance. FY23 budget modifications will be made to cover the cost overage.

2023 Isuzu NPR-HD Gas Cab truck = \$59,400.80
Wil-Ro, Inc. = \$12,994.00
Total purchase price = \$72,394.80.

Action options/Recommendations:

Authorize staff to make a one-time purchase of one (1) 2023 Isuzu NPR-HD Gas Cab Chassis truck with the necessary accessories and upfitting.

Attachment: National Auto Fleet Group quote, Wil-Ro, Inc. quote & Sourcewell Cooperative Agreement (#060920)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/28/2022

Quote ID#2118HD (R1)

Mr. Mike Cupp

City of Morristown PW

PO Box 21002062-00

Morristown, TN 37815

Dear Mike Cupp,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Isuzu NPR-HD Gas Cab Chassis, 1F3 150" WB, 127.5" CA 14,500 GVWR, White with Wil-Ro, Inc. Equipment**) and provided by Mr. John Grisham with Isuzu, each for:

	Contract Price
Chassis and Option	\$ 59,400.80
Wil-Ro, Inc. Quote	\$ 12,994.00
Tax (0.00%)	\$ 0.00
 Total	 \$ 72,394.80

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to

call. Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



DODGE



1155 Old Highway 109 North Gallatin, TN 37066
Gallatin, TN 37066
Phone: (615) 452-6119 www.wil-ro.com
Salesperson: Hannah DeWeese at hannah@wil-ro.com

Quotation

Quote #: Q-04098-1
Date: 8/23/2022 10:17 AM
Expires On: 8/30/2022
Year: -
Make: -
Model: -
WB/CA: -

Ship To	Bill To	DELIVERY METHOD	PAYMENT METHOD
JOHN GRISHAM	NEELY COBLE COMPANY		Due on receipt
NEELY COBLE COMPANY	319 FESSLERS LANE		
319 FESSLERS LANE	NASHVILLE, TN 37210		
NASHVILLE, TN 37210			
615-244-8900			

Qty	Product	DESCRIPTION
1.00	HEADBOARD #8 - DISTRIBUTOR LANDSCAPE	SQUARE HEADBOARD
1.00	STANDARD PLATFORM - 12FT - 96" WIDE - 1/8" TREADPLATE	
12.00	SIDES - LANDSCAPE - FOLD DOWN EXPANDED METAL - 15" TALL - (PER FOOT LENGTH)	
1.00	LANDSCAPE REMOVABLE D/T OPTIONS - DROP IN GATES - SET OF 2 - FRONT AND REAR	REAR GATE
1.00	HITCH BUMPER - ICC CHANNEL REAR STEP -2-1/2" 20K RECEIVER	
1.00	BRAKE CONTROLLER - 9030 - W/ 7 WAY LIGHT PLUG	
2.00	TOOLBOX PREMIUM 48" X 18" X 18" - INSTALLED	
1.00	INSTALLATION - PLATFORM - ISUZU	
1.00	PAINT - BLACK - WHITE PIN STRIPE	
1.00	ADD REMOVABLE DOVETAIL	
TOTAL:		\$12,994.00

ADDITIONAL NOTES

Terms & Conditions

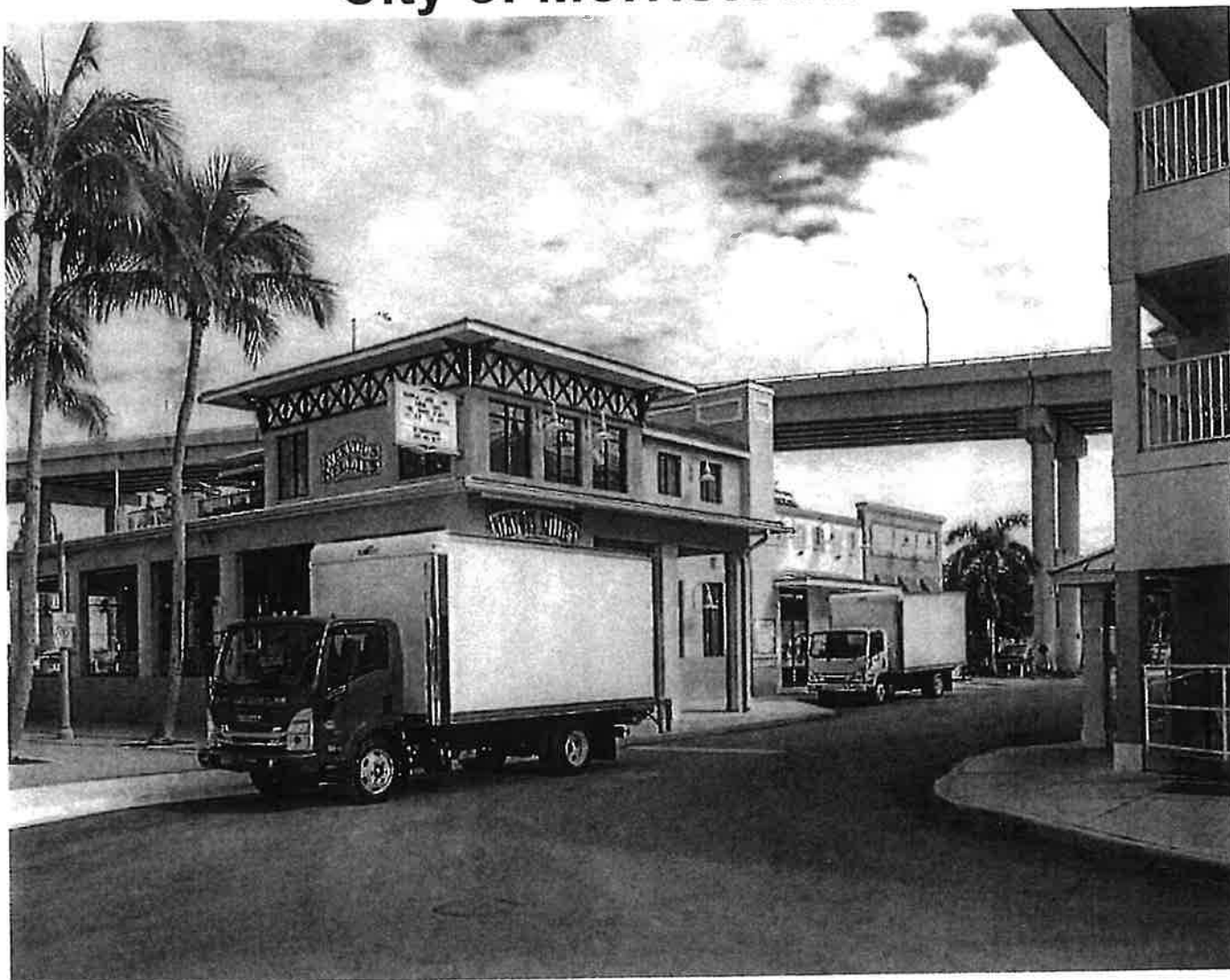
- Credit cards may be used for deposit payments. A 3% convenience fee will be charged on all credit card payments.
- All final payments must be made with a certified, official business, or cashier's check.
- This quote is valid for seven (7) days from the date of the quote listed above. However, given the current volatility in steel pricing and lead times, Wil-Ro, Inc. cannot guarantee pricing until fourteen (14) days prior to manufacturing start date. Customers will be provided an updated quote at that time, with the option to confirm the order utilizing the updated price or terminate the order, without charge. Failure to terminate the order upon seven (7) days of receipt of the new quote shall constitute acceptance of the quote.
- Lead times and delivery dates are determined at the time the order is placed, but dates may be subject to change based on inventory and production availability.
- All payment terms are cash on delivery ("COD") unless stated elsewhere. All COD payments must be received at the time of pick-up from Wil-Ro, Inc. or before purchased items are shipped.
- Customers requesting delivery of the quoted items are responsible for all shipping details, including, but not limited to, payment of any and all freight charges.
- Wil-Ro, Inc. may provide freight charges if customer requests company to coordinate shipping details. Freight charges provided by Wil-Ro, Inc. on the Quote are estimates only and subject to change 24 hours after the date the quote was provided. Freight charges will only be finalized when the shipment dates are scheduled and confirmed.



VELOCITY ISUZU TRUCKS

Warren "Dudley" Smith, I

City of Morristown



Current report content is based on data as of 2022-09-27 08:12:50. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

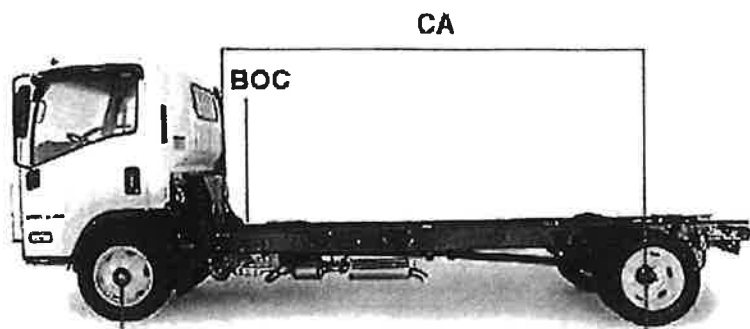


VELOCITY ISUZU TRUCKS

Warren "Dudley" Smith, I

City of Morristown (2023 NPR-HD Gas Cab Chassis, 1F3 150"WB, 127.5"CA, 14,500 GVWR. White, Standard model specifications with power windows and door locks

Weight Distribution



Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	150 inches
Cab-to-Axle (CA)	127.5 inches
Body Length	
Body Weight	
Back of Cab (BOC)	7.7 inches

**** You must fill in body length and weight to enable body and payload weight calculations.**

Front Wt.	3,927.00 lbs.	65%
Rear Wt.	2,116.00 lbs.	35%
GVWR	14,500.00 lbs.	
GVM	6,043.00 lbs.	
Remaining Payload Weight	8,457.00 lbs.	

Weight (lbs.)	Front	Rear	Total
Chassis	3,558.00	2,115.00	5,673.00
Chassis Equipment	19.00	1.00	20.00
Subtotal	3,577.00	2,116.00	5,693.00
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	3,927.00	2,116.00	6,043.00
GAWR/GVWR	6,630.00	11,020.00	14,500.00
GCWR			20,500.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
04	White, Standard model specifications with power windows and door locks		0.00 lbs.	0.00 lbs.	0.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.
I3Z	Spare keys (2 additional, 4 keys in total)		0.00 lbs.	0.00 lbs.	0.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

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VELOCITY ISUZU TRUCKS

Warren "Dudley" Smith, I

City of Morristown (2023 NPR-HD Gas Cab Chassis, 1F3 150"WB, 127.5"CA, 14,500 GVWR. White, Standard model specifications with power windows and door locks

Selected Model and Options

	Code	Description	Weight
Model			
	1F3	NPR-HD Gas Cab Chassis 150"WB, 127.5"CA	
	04	White, Standard model specifications with power windows and door locks	
Vehicle Application			
	RQ2	Truck Application	0.0 lbs.
Tires			
	I5H	LRR (low rolling resistance)	0.0 lbs.
Engine			
	L8T	GMPT 6.6L (400 CID) V8 gasoline engine; 350 HP at 4500 RPM; 425 lb-ft torque at 3800 RPM; precise fuel control direct injection technology; electronic throttle control; overhead valves with variable valve timing; heavy duty cast-iron cylinder block with six-bolt main-bearing cap; cast aluminum cylinder heads; forged steel crankshaft; stainless steel exhaust manifold.	0.0 lbs.
Transmission			
	MYD	6L90-E Hydra-Matic, 6-speed automatic with lock-up converter and overdrive. Ratios: Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1	0.0 lbs.
Wheelbase			
	IB1	150 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20in3 RBM 316,800 lb./ft./in. per rail. 127.5"CA	0.0 lbs.
Air Cleaner			
	KNX	Dry paper single element. Air cleaner canister standard with air restriction gauge.	0.0 lbs.
Alternator			
	KW7	170 Amp. output with integral regulator.	0.0 lbs.
Battery			
	IL3	Single Delco 12-V maintenance free 750 CCA frame mounted battery box	0.0 lbs.
Exhaust			
	I41	Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.	0.0 lbs.
Front Axle			
	ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.
Front Suspension			
	ID4	6,830 lb. capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.	0.0 lbs.
Front Wheels			
	IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
Front Tires			
	I8B	225/70R19.5G (14 ply) tubeless Radial, all season tread	0.0 lbs.

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VELOCITY ISUZU TRUCKS

Warren "Dudley" Smith, I

City of Morristown (2023 NPR-HD Gas Cab Chassis, 1F3 150"WB, 127.5"CA, 14,500 GVWR. White, Standard model specifications with power windows and door locks

Selected Model and Options

Code	Description	Weight
Rear Suspension		
18J	12,900 lbs. Capacity semi elliptical; main and auxiliary multi- leaf spring. Includes shock absorbers.	0.0 lbs.
Rear Axle		
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.
Ratio		
092	4.300:1	0.0 lbs.
Rear Wheels		
IC1	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
Rear Tires		
I9B	225/70R19.5G (14 ply) tubeless Radial, all season tread.	0.0 lbs.
Fuel Tank		
A17	38.6 gal. rectangular fuel tank. Mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill.	0.0 lbs.
Seat		
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.
Brakes		
IE1	Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.	0.0 lbs.
Air Conditioning		
C60	Air conditioner	0.0 lbs.
Power Windows & Door Locks		
IL0	Yes	0.0 lbs.
Model Option		
04	White, Standard model specifications with power windows and door locks	0.0 lbs.
Additional Options		
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.
UZF	Back up alarm	1.0 lbs.
I3Z	Spare keys (2 additional, 4 keys in total)	0.0 lbs.
Accessories		
IX2	Rear body dome lamp switch	0.1 lbs.
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO	0.0 lbs.
Totals		
	Base Price	
	Destination Charge	
	Material & Transportation Surcharge	
	DEF Fill Charge	
	Total Options Price	

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**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

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

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43

Submitted On: Tuesday June 09, 2020 00:25:02

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95

Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group	*
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076	*
3	Proposer website address:	www.NationalAutoFleetGroup.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.</p> <p>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you.</p> <p>Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.</p> <p>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.</p>	*

8	What are your company's expectations in the event of an award?	If awarded another Sourcewell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcewell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs.</p> <p>Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcewell Contracts which are:</p> <ol style="list-style-type: none"> 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcewell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcewell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. <p>Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.</p> <p>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.</p> <p>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.</p> <p>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.</p> <p>Lastly, we have shown our Growth we have had with Sourcewell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.</p>	*
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.</p>
14	<p>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.</p>	<p>A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold:</p> <p>IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Does not apply.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.	*
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.	*
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794	*
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M	*
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M	*
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M	*

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 *	
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23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 persons dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.	*
24	Dealer network or other distribution methods.	Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.	*
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here:</p> <p>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.</p>	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples"</p> <p>National Auto Fleet Group facilitates a variety of marketing strategies to promote our products and services to reach out to government entities.</p> <p>Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.</p> <p>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.</p> <p>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.</p> <p>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.</p> <p>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.</p> <p>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.</p> <p>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.</p> <p>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns.</p> <p>Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent.</p> <p>NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready.</p> <p>Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone.</p> <p>If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.	*
52	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?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

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 *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.	*

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	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.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.	*

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

Line Item 75. 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
	NA	
	NA	
	NA	
	NA	
	NA	
	NA	

Documents

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

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

- [Financial Strength and Stability](#) - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- [Marketing Plan/Samples](#) - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- [Warranty Information](#) - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- [Pricing](#) - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- [Additional Document](#) - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell 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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--



Morristown City Council Agenda Item Summary

Date: November 15th, 2022

Agenda Item: Authorize purchase of one (1) Asphalt Hot Box Trailer, being a KM International (Model KM8000T) 4 – Ton Hotbox Trailer in the amount of \$55,335.00 via cooperative purchasing agreement.

Prepared By: Andrew Ellard

Subject: Purchase of KM8000T 4 – Ton Asphalt Hotbox Trailer - FY 2023

Background: As described in an accompanying agenda item, the machine utilized by the Public Works Department to repair/patch potholes can no longer be optimally used. The Public Works Department would like to replace the machine with a KM International 4 – Ton hotbox trailer. The 4-ton “hot box” has a diesel-powered heater that keeps asphalt at optimum temperatures and workable for up to 3 days. The machine has an infrared heater that heats the existing asphalt around the repair, resulting in a better repair. This machine will allow Public Works to do year-round hot-asphalt repairs.

Findings/Current Activity:

Infrastructure Solutions Group, Inc has provided a quote covering the purchase of the hotbox trailer. Pricing for the hotbox trailer has been approved under Sourcewell Cooperative Purchasing agreement (#091219).

Financial Impact:

Funds were not appropriated in the FY23 budget to cover this purchase. FY23 budget called for the purchase of a Knuckleboom Truck, however because of higher costs, PW will postpone the purchase. FY23 budget will be modified to cover the cost of this purchase.

KM8000T 4 – Ton Asphalt Hotbox Trailer - \$55,335.00

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Sourcewell Cooperative Contracts #080521-KMI and Infrastructure Solutions Group, Inc., quote

Infrastructure Solutions Group, Inc.

www.InfraSolutionsGroup.com

Phone: (804) 833-8048 **Fax:** (804) 730-4242**Quote From:**

Infrastructure Solutions Group, Inc.
 505 East Plaza Drive
 Mooresville, NC 28115

Quote To:

City of Morristown
 4630 Durham Lndg
 Morristown, TN 37813

Quote:

BH.KM11422

Prepared by: Brendan Hall**Atten:** Paul Brown

Product ID	Description	Quantity	Unit Price	Amount
	KM 8000TEDD 4 Ton Hotbox Trailer			\$31,630.00
	Solvent Tank			\$445.00
	Tool Rack			\$350.00
	Spare Tire Mounted			\$620.00
	Hoist 12v			\$3,315.00
	LP Torch			\$1,830.00
	Extended Trailer			\$600.00
	Mounted Deck for 2-18X			\$330.00
	Plate Compacter Basket			\$335.00
	Work Lights			\$415.00
	Light Bar			\$1,715.00
	Rear Mounted Fender Strobes			\$780.00
	(3) 30lb Propane Tanks	3	\$125.00	\$375.00
	2-18X Infrared			\$10,545.00
	Pricing Based on Sourcewell Contract #080521-KMI			
Comments:			Sub Total:	\$53,285.00
CUSTOMER TO PAY TAX AT TIME OF TAG/TITLE APPLICATION			Freight:	\$2,050.00
			Tax	
			Total:	\$55,335.00

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Keizer-Morris International, Inc. dba KM International, 6561 Bernie Kohler Dr., North Branch, MI 48461 (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 Roadway Maintenance Equipment from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 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 other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

A fully executed Sourcewell Price and Product 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 e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

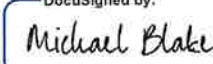
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcwell


Keizer-Morris International, Inc.,
dba KM International

DocuSigned by:

By: C0FD2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer
10/5/2021 | 8:32 PM CDT
Date: _____

DocuSigned by:

By: 3790D81E5C994BA
Michael Blake
Title: VP of Sales and Marketing
10/7/2021 | 7:43 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC
Chad Coquette
Title: Executive Director/CEO
10/7/2021 | 7:48 AM CDT
Date: _____

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Keizer Morris International Inc
Does your company conduct business under any other name? If yes, please state: KM International
Address: 6561 Bernie Kohler Dr
North Branch, MI 48461
Contact: Michael Blake
Email: mblake@kminternational.com
Phone: 810-688-1234
Fax: 810-688-8765
HST#: 202028020

Submission Details

Created On: Tuesday July 20, 2021 10:20:37
Submitted On: Thursday August 05, 2021 10:10:54
Submitted By: Michael Blake
Email: mblake@kminternational.com
Transaction #: 3b8035ea-02ca-4b5e-86ed-e71cf9e414df
Submitter's IP Address: 97.87.29.138

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")	Keizer-Morris International, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA. KM International has no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	KM International, KMI
4	Proposer Physical Address:	6561 Bernie Kohler Dr. North Branch, MI 48461
5	Proposer website address (or addresses):	www.kminternational.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):	Michael Blake, VP of Sales and Marketing, 6561 Bernie Kohler Dr. North Branch, MI 48461, mblake@kminternational.com, 810-270-2286
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Blake, VP of Sales and Marketing, 6561 Bernie Kohler Dr. North Branch, MI 48461, mblake@kminternational.com, 810-270-2286
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No additional contacts to report.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	KM International was established in 1983 with a product offering that included a single infrared asphalt recycler and asphalt hotbox reclaimer. Since that time KM International has grown into a leading international manufacturer and supplier of asphalt maintenance equipment and supplies. KM International is committed to offering our customers equipment based solutions that meet their respective needs. KM International has gained an industry reputation for offering quality equipment, and the knowledge and expertise to customers allowing them to seamlessly integrate the equipment into their everyday organizational practices. KM International firmly believes that our customers are the focal point and most important part of our business and thus takes the time to build individual relationships with each and everyone of our customers.
10	What are your company's expectations in the event of an award?	If awarded a Sourcewell contract KM International expects to create a mutually beneficial relationship with Sourcewell and its members. Based on historical data KM International firmly believes that sales to government entities could potential increase 20-30% if awarded a Sourcewell contract.
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 find attached Bank Reference letters for Chase Bank and Huntington Bank.
12	What is your US market share for the solutions that you are proposing?	Infrared Asphalt Recycler: Estimated 60% Market Share Asphalt Hotbox Reclaimers: Estimated 45% Market Share Asphalt Recyclers: Estimated 70% Market Share Crack Maintenance Equipment: Estimated 50% Market Share
13	What is your Canadian market share for the solutions that you are proposing?	Infrared Asphalt Recycler: Estimated 60% Market Share Asphalt Hotbox Reclaimers: Estimated 45% Market Share Asphalt Recyclers: Estimated 75% Market Share Crack Maintenance Equipment: Estimated 50% Market Share
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. KM International has never petitioned for bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	KM International is a manufacturer. B.) KM International sells equipment through a nationwide distribution network that includes 16 different companies who collectively service 36 states across the US. KM International distributors are third party companies who employ their own sales and service staff. In addition to distributors KM International employs 5 full time sales representative who work to support the distributor network as well as offer sales support in territories/states not currently serviced by distribution. KM International also has 4 Canadian distributors who collectively cover 6 Provinces.
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.	North American Trailer Manufacturers (NATM) National Highway Traffic Safety Administration (NHTSA) Federal Motor Vehicle Safety Standards (FMVSS) Federal Motor Carrier Safety Administration (FMCSA) Association of Equipment Manufacturers (AEM) CE Certifications
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No Suspensions or Debarments to report.

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	Road and Bridges Magazine: Silver Award for Asphalt Patching Equipment American Infrastructure Brand Preference: Pavement Const. and Maintenance (2019-2021) Pavement Maintenance Magazine: Product of the Year Award Pavement Maintenance Hall of Fame: Clifford Cameron (KM International President)
19	What percentage of your sales are to the governmental sector in the past three years	60%
20	What percentage of your sales are to the education sector in the past three years	Less than 5%
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?	National Cooperative Purchasing Alliance: \$500,000/year Michigan MiDeal: \$125,000/year South Carolina DOT: \$150,000/year Commonwealth of Kentucky: \$50,000/year KM International equipment can be found on other state level contracts that are held by its distributors.
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?	KM International does not directly hold a GSA contract however does supply products to GSA users through a third party contract (FedHarmony). Annual sales volume over the last 3 years has been approximately \$75,000/year

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Traverse City, MI	Mark Jones	231-922-4901	*
West Virginia Parkway Authority Beckley, WV	David White	681-587-3480	*
City of Peoria, IL	Bob Williams	309-494-8882	*
New Jersey DOT	Vincent Bozzo	609-947-4590	
South Carolina DOT	Kelvin Meetze	803-636-4862	

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 *	
New Jersey DOT	Government	New Jersey - NJ	Supply Asphalt Hotbox Reclaimers	\$1,500,000.00	\$575,000.00/year 3 Year Contract Started in Spring 2020	*
South Carolina DOT	Government	South Carolina - SC	Supply Asphalt Hotbox Reclaimers and KM T-2 Asphalt Recyclers	\$250,000.00	\$250,000/year 4 Year Contract Started in Summer 2020	*
Connecticut DOT	Government	Connecticut - CT	Supply Asphalt Hotbox Reclaimers	\$150,000.00	\$150,000/year 2 Year Contract Started Spring 2021	*
City of Edmonton	Government	AB - Alberta	Supply Asphalt Hotbox Reclaimers and Infrared Asphalt Recyclers	\$250,000.00	\$250,000/year 1 Year Contract with 4 One Year Renewals Started in 2020	*
Virginia DOT	Government	Virginia - VA	Supply Asphalt Hotbox Reclaimers and Infrared Asphalt Recyclers	\$500,000.00	\$200,000/Year Bid Process	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	KM International employs 5 full time sales representatives. Their duties include supporting current distributor network, and handling sales support in areas where their is not distributor representation. The KM International distributor network has upwards of 100 sales representatives authorized to distribute, and service all KM International equipment.
26	Dealer network or other distribution methods.	KM International has a dealer network consisting of 15 companies who in total have 55 physical store locations that collectively service 32 US states. Each distributor employs factory trained sales and service reps who are well versed in KM International equipment. In Canada KM International has 4 Distributors with 6 physical store locations collectively covering 6 Canadian Provinces. See "KMI Distributor Listing" in document upload section.
27	Service force.	KM International employs 5 internal service representative and each KM International distributor employs at a minimum 1 factory trained service representative.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Standard practice is to have all sales go through a distributor where applicable. All distributors are required to stock inventory equipment so orders can be fulfilled timely. If a customer orders a unit that is not in stock the order is then placed by the distributor to the manufacturer for fulfillment. Customers who are not located in a state/territory currently serviced by a distributor will order from the factory direct. Standard lead time for orders is PO +30 Days.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	KM International prides itself on its customer service team and process. Service request are initiated by either calling the factory direct or working through a distributor. A service technician (direct KM employee or Distributor service tech) will walk through a variety of troubleshooting questions to determine the issue and provide the solution. 90% of service calls can be resolved either via phone call, email, or vide chat. If the service technician determines the issue is a result of a malfunctioned part the part is then ordered and drop shipped to the customer. In 99%of cases a solution can be provided within 24 hours of initial contact. The KM service team is available via phone 8:00am EST-4:30EST or via email 24/7.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	KM International is fully committed to providing exceptional products, and service to participating Sourcwell members in the United States.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	KM International is fully committed to providing exceptional products, and service to participating Sourcwell members in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	KM International has the full capabilities to service ANY Sourcwell members in the US or Canada. No geographical exclusions will apply if/when an award is made.
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KM International has the full capabilities to service ANY Sourcwell members in the US or Canada. No exclusions will apply if/when an award is made.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions or limitations to customers in Hawaii or Alaska. KM International has done a considerable amount of business in both of these states and understands the logistical and service requirements necessary to fulfill orders in both of these states.

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.	If KM International is fortunate enough to be awarded a Sourcwell contract, KM International expects to continually create awareness and market the contract award to current and potential Sourcwell Members. To do this KM International will utilize a variation of advertising channels that would include print, social media, online marketing, and industry trade shows. Full marketing plan and sample materials are included in the document upload section.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The KM International marketing team runs a full digital marketing schedule that includes SEO-SEM Optimization, AdWords campaigns, E-Mail newsletter and promotions to internal list as well as through third parties, contextual and redirect ad campaigns, and social media marketing. KM International runs a yearly banner ad on the National League of Cities (NCL) whose audience are all applicable Sourcwell members. KM International also works with the American Public Works Association (APWA) on several digital initiatives such as online product showcases, and specific product email campaigns. The KM International website is fully optimized and continually updated to ensure content is relevant, and up to date.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Many of the municipals KM International has contact with are aware of Sourcwell and the benefits Sourcwell offers. It goes without saying that many municipals are looking for a stream line process of buying equipment and Sourcwell makes procurement opportunities easier and faster. For those municipals unaware or unfamiliar with Sourcwell, KM International and its distributor will put fourth our best efforts to not only promote our contract but explain the benefits that Sourcwell organization offers. If awarded a contract KM International would expect Sourcwell to provide access to a logo to use in creating awareness for KM International and Sourcwell. Sourcwell has grown astronomically over the past several years and KM International would expect that Sourcwell continue to bring awareness to the streamline procurement process and vast array of products Sourcwell offers.
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.	KM International offers online parts ordering however any equipment purchases must go through email confirmation through KM International direct or an authorized distributor.

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.	KM International distributors offer on site training for all new orders. If the customer is within a 100 mile radius no training fee is charged however if the customer falls outside of that 100 mile radius a travel fee may be charged. KM International does provide a variety of digital resources including training and maintenance videos to assist customers with getting their equipment in service. For sales direct through the manufacturer training may be provided for a fee. Training is always optional. Many customers (particularly this year due to COVID Restrictions) have found our online training resources more than sufficient to get their equipment into service.
40	Describe any technological advances that your proposed products or services offer.	Infrared Asphalt Recyclers: Automatic Cycling Technology and Pilot Ignition. Ceramic Heating Element. Asphalt Hotboxes: Touch Screen Control Panel, Reverse polyhedron triangle design for maximum heat efficiency
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.	Although KM International has no "green" certifications, all KM equipment have a recycling and/or waste reduction aspect incorporated into each machine. Asphalt is one of the most recycled products in the world and the entire KM product line works to either fully recycle previously discarded asphalt or prevent asphalt from being wasted or discarded.
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, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None
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.	Not Applicable
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?	KM International products combine quality, longevity, and innovation to give our customers a complete equipment solution. KM's vast and diverse product line offers customers equipment that will not only meet their needs but their budget as well. KM International has spent considerable time and resources to set up a full service distribution network that works to service our customers needs in a quick, and efficient manner. KM International not only offers equipment solutions but also the knowledge and resources needed to help our customers fully understand and use their equipment.

Table 9A: 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?	Yes. For non trailered Units KM International offers a full 1 year manufacturers warranty against defective parts and workmanship. For trailer units KM International offers a standard 2 year warranty on parts and workmanship and a 5 year warranty on the trailer frame structure. See Attached Documents for full warranty statement)
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As long as the equipment is used for its intended purpose and there is no apparent neglect there are no restrictions of limitations to warranty items or labor.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In the event a piece of equipment requires warranty work to be performed by a service technician (Direct KM Employee or Authorized Distributor) the labor will be covered however the travel expenses may be invoiced separately depending on customer location. If a customer wishes to ship their unit to the factory for service the shipping expense is to be paid by the customer. End customers always have the option to use a local repair facility in which they can send the labor and parts bill directly to KM International to be considered for warranty.
48	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?	There are no geographic regions KM International cannot provide service work in. Although some service locations may require special accommodations KM International is committed to providing our customers with the necessary service.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All equipment in this proposal are manufactured by KM International so yes we will offer warranty to any and all parts used in the manufacturing process. Even for components manufactured by others but used in the completed KM unit we will offer warranty services.
50	What are your proposed exchange and return programs and policies?	Replacement parts that are covered under warranty need to be returned to KM International within 7 days of the warranty claim. Ground shipping is covered under the warranty. Overnight or express shipping must be paid for by the customer.
51	Describe any service contract options for the items included in your proposal.	KM International offers an extended warranty. The costs for the extended warranty is 5% of the initial costs of the unit. Maximum number of years for the extended warranty is 3 years above and beyond the manufacturers standard warranty.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	KM International guarantees that all equipment will be delivered to the customer in a complete and working condition. No assembly and/or additional modifications will be required.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	KM International equipment goes through a thorough an extensive quality control checklist prior to shipping to ensure our customers expectations are meet.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	KM International offers all government entities, and non-profits Net 30 Day payment terms.
55	Describe any leasing or financing options available for use by educational or governmental entities.	KM International offers all government entities monthly rental options or lease to own options. KM International will provide in house financing to all government agencies. For those agencies looking to obtain third party financing KM International works with NCL Government Capital who is already a Sourcewell contract holder.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	KM International processes government purchase orders based on manufacturer or distributor supplied quote/estimate forms. A sample estimate for can be found in the uploaded documents section. Each unit is designated with a Serial Number and any trailer unit are equipped with a VIN number accompanied by a Certificate of Origin (COO) to allow for the end user to register the trailer in their states Department of Motor Vehicles.
57	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?	KM International will accept P-Card payments although our preferred payment method is either check or ACH. Depending on the amount and card issuer a 3-5% "processing fee" may be charged.

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 *
58	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.	MSRP Pricing with Line Item Sourcewell Discount. Full Pricing Matrix can be found in docuemtn upload section.
59	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.	Discount Range off of MSRP is 10-15% for Sourcewell members.
60	Describe any quantity or volume discounts or rebate programs that you offer.	KM International will offer an additional 2% discount off of MSRP for orders of 9 units or more to a single entity. The total discount % would equal 12-17% off of MSRP.
61	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.	In the event a customer has a special request for a sourced item that is not currently on KM's option list we will do everything within reason to accommodate these special request. Sourced items will be billed to the customer as cost+25% mark up.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment purchased through an Authorized KM International Distributor may incur a Pre Delivery Inspection (PDI) fee of \$550 that will include onsite delivery and training as well as a full tank of fuel (if applicable).
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Because KM International's equipment line is so diverse shipping charges are calculated on a per quote basis based on equipment dimensions and destination. Shipping quotes are obtained through the KM International logistics team and can be provided to customers within 24 hours.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The KM International logistics team has the expertise and experience to ship units to Hawaii, Alaska, Canada, and any other "unique" locations. Typically for these type of shipments we prefer using UPS Supply Chain or XPO Logistics as they have a global reach and are highly reliable.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	KM International can work directly with customers to fulfill any "unique" request proposed.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	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 *
67	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.	The KM International comptroller currently oversees the audit process and quarterly reporting for all of KM International's cooperative purchasing programs. To ensure the correct pricing structure an individual customer group for Sourcewell members will be set up with the pre-negotiated pricing structure in our POC system. This will ensure that NJPA members receive the correct pricing as determined by the contract. To convey the contract pricing to our distributions we will upload the negotiated pricing onto our online distributor portal in which all distributors have access too. Before any distributor supplies an order being placed through the Sourcewell, a KM International representative will confirm that the pricing is correct according to the contract pricing. In order to accurately report all sales made through the Sourcewell, the KM International comptroller will set up a customer category labeled "Sourcewell" and any orders processed through the Sourcewell will be listed as sub customers with the individual entities information. This will allow the KM International accounting department to accurately track individual sales made through the Sourcewell and the total sales through the contract for quarterly reporting and administrative fee payments.
68	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.	KM International tracks a variety of internal KPI's to determine success. To determine success with a potential Sourcewell contract KM International would do quarterly reviews of revenue's and number of units sold on the Sourcewell contract.
69	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.)	KM International is prepared to offer the Sourcewell organization a 3% administrative fee based on the sales dollar amount.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Asphalt Hotbox Reclaimers (Asphalt Patchers) - 2 to 6 Ton Options -Diesel or Propane -Skid Mounted, Truck Mounted, or Trailer Mounted Options -Several add on options to choose from -Over 20 different variations to select from Infrared Asphalt Recyclers -4 Main Sizes to Choose from Ranging as small as 16 Sq Ft. to 48 Sq Ft. Asphalt Crack Maintenance Equipment -Crack Jet II Asphalt Heat Lance -KM 55 Rubber Melter -Pro Patch 55 Mastic Melter -MA 15 Mastic Applicator -Crack Maintenance Trailer Package (Crack Jet II, KM 55, and Applicator) Asphalt Recycling Machine -KM T2 Asphalt Recycler (Asphalt Millings Recycler)
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Asphalt recyclers and reclaimers Patchers, sealcoaters, crack sealers, and mastic and adhesive melters

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
72	Asphalt recycles and reclaimers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infrared Asphalt Recyclers & Asphalt Millings Recycler
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Asphalt Hotbox machines more commonly know as "Patchers", Crack Maintenance Equipment, and Mastic Machines
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	KM International does not offer anything in this sub category
75	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	KM International does not offer anything in this sub category
76	Other	<input type="radio"/> Yes <input checked="" type="radio"/> No	No additional comments

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

Line Item 77. 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
NA	KM international complies with the outlined Terms, Conditions, and Specifications outlined in the this RFP.	KM International takes no exceptions to any of the contract terms or specifications.

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as 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.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - 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](#) - KMI Equipment Pricing- Sourcewell - Final 7.28.21.pdf - Wednesday August 04, 2021 12:35:07
 - [Financial Strength and Stability](#) - Bank Reference Letters.pdf - Wednesday August 04, 2021 15:03:03
 - [Marketing Plan/Samples](#) - KM International Marketing Plan & Sample Material-Sourcewell Proposal.pdf - Wednesday August 04, 2021 12:53:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - KM International Warranty Statements(s)-2021.pdf - Wednesday August 04, 2021 12:39:12
 - [Standard Transaction Document Samples](#) - KMI-Sample Sales Quote.pdf - Wednesday August 04, 2021 12:36:11
 - [Upload Additional Document](#) - KM International Distributor Listing (2021).pdf - Wednesday August 04, 2021 12:36:20

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Blake, Vice president of Sales and Marketing, Keizer-Morris International, Inc.

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_EQUIPT_RFP_080521 Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Roadway_Maint_EQUIPT_RFP_080521 Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Roadway_Maint_EQUIPT_RFP_080521 Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Maint_EQUIPT_RFP_080521_Draft Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1



Morristown City Council Agenda Item Summary

Date: November 15th, 2022

Agenda Item: Approve purchase of two (2) 2023 Dodge Durango under state contract #209 totaling \$78,464.00.

Prepared By: Andrew Ellard

Subject: Fire Department Vehicle Purchase – FY 2023

Background: In FY22, the city council approved the purchase of (2)-2022 Dodge Ram vehicles for the Fire Department. In October, the vendor, Columbia Chrysler-Dodge-Jeep-RAM-Fiat, notified the City that Dodge was ceasing the model year build, thus cancelling the City's order. The Fire Department desires to order (2)-2023 Dodge Durango vehicles to replace the above order.

Findings/Current Activity:

Columbia Chrysler-Dodge-Jeep-RAM-Fiat has provided the attached quote. Pricing for the vehicles has been approved under statewide contract #209. Upfitting, striping, and equipping of the vehicles will be procured separately.

Financial Impact:

Because the FY 2022 purchase had to be cancelled, those previously encumbered funds revert to the fund balance. The budget amendment that is currently before council for approval, will allocate funds into the FY 2023 budget from fund balance. Modifications to the budget will be made to cover the cost overage. Total purchase price is \$78,464.00.

Action options/Recommendations:

Authorize staff to make a one-time purchase of (2) Dodge Durango Vehicles from Columbia Chrysler-Dodge-Jeep-RAM-Fiat

Attachment: Columbia Chrysler-Dodge-Jeep-RAM-Fiat quote & SWC 209



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

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 0000000000000000000072308

Title: SWC209 Vehicles

Start Date : September 24, 2021 End Date: December 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: 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: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0


Line 5

Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008
Manufacturer Item #:
Unit Price: \$ 0

APPROVED:



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2021.09.16 09:47:17 -0500

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
Date: 2021.09.16 08:22:08
-0500

PURCHASING AGENT

DATE

Tennessee State Wide Contract # 209

Prepared For: Authorized Users

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5)

Vehicle & Option Pricing is based on Tennessee State Wide Contract #209

Vendor ID: 0000141027

Contract Number: 2023 CONTRACT TBD

Title: SWC209 Vehicles

Table of Contents

- Selected Model and Options
- Quote Worksheet
- Window Sticker
- Weight Rating
- Standard Equipment
- Technical Specifications
- Optional Equipment

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Selected Model and Options

MODEL

CODE	MODEL	MSRP
WDEE75	2023 Dodge Durango Pursuit AWD	\$41,415.00

COLORS

CODE	DESCRIPTION
PW7	White Knuckle Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PW7	White Knuckle Clearcoat	\$0.00

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

SEAT TYPE

CODE	DESCRIPTION	MSRP
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
Z6K	GVWR: 6,500 lbs (STD)	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	\$140.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	\$330.00

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99823A	Ship-Thru: Ground Effects - Warren	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Contract Discount from List Price	(\$4,248.00)
Options Total		(\$3,778.00)

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Quote Worksheet

	MSRP
Base Price	\$41,415.00
Dest Charge	\$1,595.00
Total Options	(\$3,778.00)
Subtotal	\$39,232.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$39,232.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,232.00

Comments:

Pricing Good For Current Model Year Only Subsequent Model & Option Pricing May Vary

Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)

Production Lead Times Vary by Model & Options are controlled by FCA Group

Standard Color is White Unless Noted Otherwise on PO

Dealer Signature / Date

Customer Signature / Date

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Window Sticker

SUMMARY

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD

MSRP:\$41,415.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:White Knuckle Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT UPG I w/ESS

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
WDEE75	[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD	\$41,415.00
OPTIONS		
2BZ	Quick Order Package 2BZ	\$0.00
99823A	Ship-Thru: Ground Effects - Warren	\$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$0.00
CKD	Floor Carpet	\$140.00
CUF	Full Length Floor Console	\$330.00
DFT	Transmission: 8-Speed Automatic (850RE)	\$0.00
DLK	3.45 Rear Axle Ratio	\$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	\$0.00
PW7	White Knuckle Clearcoat	\$0.00
WBN	Wheels: 18" x 8.0" Black Steel	\$0.00
Z6K	GVWR: 6,500 lbs	\$0.00
CUSTOM EQUIPMENT		
SWC	State Contract Discount from List Price	(\$4,248.00)

SUBTOTAL	\$37,637.00
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
TOTAL PRICE	\$39,232.00

FUEL ECONOMY

Est City:18 (2022) MPG

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Est Highway:25 (2022) MPG

Est Highway Cruising Range:615.00 mi

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	6500.00 lbs

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
Police/Fire
1650# Maximum Payload
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
Nivomat Suspension
Front And Rear Anti-Roll Bars
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Black Steel (STD)
Wheels w/Chrome Hub Covers
Tires: 255/60R18 On/Off Road

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Exterior

Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
Chrome Bodyside Insert and Colored Wheel Well Trim
Black Side Windows Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Front License Plate Bracket
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: Uconnect 4 w/8.4" Display
GPS Antenna Input
SiriusXM Satellite Radio
Integrated Center Stack Radio
SiriusXM Radio Service
Integrated Voice Command w/Bluetooth

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Entertainment

6 Speakers
Streaming Audio
2 LCD Monitors In The Front

Interior

Front Seats w/Power 4-Way Driver Lumbar
12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
Remote Releases -Inc: Power Fuel
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Day-Night Auto-Dimming Rearview Mirror

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Interior

Driver And Passenger Visor Vanity Mirrors
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Google Android Auto
USB Host Flip
Apple CarPlay
For More Info, Call 800-643-2112
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
#7 Seat Foam Cushion
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest
Sentry Key Immobilizer
3 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

ParkSense with Stop Rear Parking Sensors

Blind Spot Detection Blind Spot

Collision Mitigation-Rear

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	DFT
Trans Type	8	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11
Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84
Eighth Gear Ratio (:1)	0.67		

Mileage

EPA Fuel Economy Est - Hwy	25 (2022) MPG	Cruising Range - City	442.80 mi
EPA Fuel Economy Est - City	18 (2022) MPG	Fuel Economy Est-Combined	21 (2022) MPG
Cruising Range - Hwy	615.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	ERC	Engine Type	Regular Unleaded V-6
Displacement	3.6 L/220	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	293 @ 6400	SAE Net Torque @ RPM	260 @ 4000
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	650	Cold Cranking Amps @ 0° F (2nd)	650
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A
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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.4 (2022)	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4913 lbs	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	N/A	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6500.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6200 lbs	Wt Distributing Hitch - Max Tongue Wt.	620 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	6200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Independent

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Chassis

Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.45	Axle Ratio (:1) - Rear	3.45
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TXQ	Rear Tire Order Code	TXQ
Spare Tire Order Code	N/A	Front Tire Size	P255/60TR18
Rear Tire Size	P255/60TR18	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 X 8 in	Rear Wheel Size	18 X 8 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	41 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in
Rear Brake Rotor Diam x Thickness	13 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	24.6 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	39.9 in
Front Leg Room	40.3 in	Front Shoulder Room	58.5 in
Front Hip Room	57 in	Second Head Room	39.8 in
Second Leg Room	38.6 in	Second Shoulder Room	50.4 in
Second Hip Room	42.8 in		

Exterior Dimensions

Wheelbase	119.8 in	Length, Overall w/rear bumper	N/A
Length, Overall	201.2 in	Width, Max w/o mirrors	75.8 in
Height, Overall	70.1 in	Track Width, Front	63.9 in
Track Width, Rear	64.1 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Min Ground Clearance	8.1 in
Body Length	0.00 ft	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	32.2 in
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Area Width @ Beltline	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Dimensions

Cargo Area Dimensions

Cargo Volume to Seat 1	85.1 ft³	Cargo Volume to Seat 2	43.3 ft³
Cargo Volume to Seat 3	43.3 ft³	Ext'd Cab Cargo Volume	N/A

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Optional Equipment

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	Inc.
EZH	Engine: 5.7L V8 HEMI MDS VVT -inc: 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, 2 Speed On Demand Transfer Case, GVWR: 7,100 lbs	\$2,995.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFD	Transmission: 8-Speed Automatic (8HP70)	\$0.00
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	Inc.

CPOS PKG

CODE	DESCRIPTION	MSRP
22Z	Quick Order Package 22Z -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)	\$0.00
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	\$0.00
DPM	3.09 Rear Axle Ratio	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum -inc: Steel spare wheel w/matching tire	\$390.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
P79	Michigan State Police Blue	\$560.00
P82	Ranger Clearcoat	\$560.00
PAS	Baltic Gray Metallic Clearcoat	\$395.00
PBU	Blu By You Pearlcoat	\$560.00
PCA	Frostbite Pearlcoat	\$395.00
PCQ	Midnight Sky	\$395.00

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) ( Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PDN	Destroyer Gray Clearcoat	\$395.00
PHC	Ember Pearlcoat	\$395.00
PR4	Flame Red Clearcoat	\$560.00
PRV	Octane Red Pearlcoat	\$395.00
PSE	Silver Metallic Clearcoat	\$395.00
PW7	White Knuckle Clearcoat	\$0.00
PXJ	DB Black Clearcoat	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	\$135.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
Z6J	GVWR: 7,100 lbs	\$0.00
Z6K	GVWR: 6,500 lbs (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ADG	Technology Group -inc: Adaptive Cruise Control w/Stop, Advanced Brake Assist, Rain Sensitive Windshield Wipers, Full Speed Forward Collision Warning Plus, Lane Departure Warning Plus	\$2,680.00
ADL	Skid Plate Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$330.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
LNA	Black Right LED Spot Lamp	\$580.00
LNF	Black Left LED Spot Lamp	\$610.00

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Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
UBN	Radio: Uconnect 5 Nav w/10.1" Display -inc: 10.1" Touchscreen Display, Disassociated Touchscreen Display, HD Radio, For Details Visit DriveUconnect.com, 1-Year Trial (Registration Required), GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM Guardian - Included Trial (B), SiriusXM w/360L, All Radio Equipped Vehicles, Global Telematics Box Module (TBM), Connected Travel & Traffic Services, All R1 High Radios	\$1,095.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	\$140.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	\$330.00
CUG	Police Floor Console	\$950.00
CW6	Deactivate Rear Doors/Windows	\$85.00
CW7	Door/Window Activation Kit	\$115.00
GXA	Entire Fleet Alike Key (FREQ 2) -inc: 8 key FOBs are standard	\$160.00
GXE	Entire Fleet Alike Key (FREQ 3) -inc: 8 key FOBs are standard	\$160.00
GXF	Entire Fleet Alike Key (FREQ 1) -inc: 8 key FOBs are standard	\$160.00
GXG	Entire Fleet Alike Key (FREQ 4) -inc: 8 key FOBs are standard	\$160.00
JRC	Power Liftgate -inc: Key lock cylinder deleted from liftgate	\$440.00
LSA	Security Alarm	\$170.00
MT8	Delete Liftgate Badge	\$0.00
XCS	4 Additional Key Fobs	\$115.00
XDG	Passenger Side Ballistic Door Panel	\$2,600.00
XDV	Driver Side Ballistic Door Panel	\$2,720.00
XPW	Front & Rear Wire Harness -inc: Power Distribution Center	\$1,600.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Destination Surcharge (Hawaii)	\$50.00

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99800A	Ship-Thru: Auto Truck Group - Maple Shade	\$0.00
99801A	Ship-Thru: Auto Truck Group - Bartlett	\$0.00
99802A	Ship-Thru: Auto Truck Group - Fort Wayne	\$0.00

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SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99803A	Ship-Thru: Adrian Steel - Saltillo	\$0.00
99807A	Ship-Thru: Utilimaster	\$0.00
99811A	Ship-Thru: Midway - Saltillo	\$0.00
99813A	Ship-Thru: Ground Effects - Sterling Heights	\$0.00
99814A	Ship-Thru: INLAD Truck & Van - Lombard	\$0.00
99815A	Ship-Thru: OEM - Saltillo	\$0.00
99816A	Ship-Thru: Ranger Design	\$0.00
99818A	Ship-Thru: Reading - Saltillo	\$0.00
99819A	Ship-Thru: Canfield - Warren	\$0.00
99820A	Ship-Thru: Dejana Cargo & Van Body Mfg - Baltimore	\$0.00
99821A	Ship-Thru: NBC - Roseville	\$0.00
99822A	Ship-Thru: Canfield - Dundalk	\$0.00
99823A	Ship-Thru: Ground Effects - Warren	\$0.00
99828A	Ship-Thru: INLAD Truck & Van - District Heights	\$0.00
99832A	Ship-Thru: Kerr Industries	\$0.00
99833A	Ship-Thru: Knapheide - Saltillo	\$0.00
99835A	Ship-Thru: Masterack - Saltillo	\$0.00
99836A	Ship-Thru: Knapheide - Flint	\$0.00
99838A	Ship-Thru: ABS Storage Products	\$0.00
99839A	Ship-Thru: Midway - Elkhart	\$0.00
99840A	Ship-Thru: OEM - Dundalk	\$0.00
99841A	Ship-Thru: Monroe	\$0.00
99845A	Ship Thru: Ground Effects - Windsor	\$0.00
99846A	Ship-Thru: Dejana Cargo & Van Body Mfg - Saltillo	\$0.00
99847A	Ship-Thru: OEM - Warren	\$0.00
99849A	Ship-Thru: Masterack - Pontiac	\$0.00
99852A	Ship-Thru: Reading - Pontiac	\$0.00
99862A	Ship-Thru: Masterack - Dundalk	\$0.00
99864A	Ship-Thru: Ground Effects	\$0.00
99868A	Ship-Thru: Adrian Steel - Baltimore	\$0.00

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Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99870A	Ship-Thru: Knapheide - Baltimore	\$0.00
99891A	Ship-Thru: Canfield	\$0.00
99892A	Ship-Thru: Knapheide - Chicago	\$0.00
99896A	Ship-Thru: Utilimaster PDI	\$0.00
99898A	Ship-Thru: Action Truck & Body Equipment	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Contract Discount from List Price	(\$4,248.00)

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Morristown City Council Agenda Item Summary

Date: November 15th, 2022

Agenda Item: Approve the surplus of a 2015 Crafcro Magnum Spray Injection Patching Machine

Prepared By: Andrew Ellard

Subject: Surplus of a 2015 Crafcro Magnum Spray Injection Patching Machine

Background: In 2016, the Public Works Department purchased a 2015 Crafcro Magnum Spray Injection Patcher Unit #613 - VIN/1C9AF1620F1418573 for the purpose of repairing potholes in an efficient manner. Initially, the machine worked well. Within the last couple of years, local rock quarries discontinued the sale and distribution of a washed aggregate that is required for use in the machine. If the proper aggregate was not used, the machine would clog and it would have to be returned to the facility to be thoroughly cleaned out.

Findings/Current Activity:

Because of the above documented issue, the Public Works Department would like to declare this machine as surplus and purchase a different type of pothole repair machine. The Finance Department will utilize GovDeals to sell the surplus vehicle.

Financial Impact:

The sale of this machine will generate revenue that will be receipted in the general fund.

Action options/Recommendations:

Staff recommends approval.

Attachment: None



Morristown City Council Agenda Item Summary

Date: November 15th, 2022

Agenda Item: Approval to declare one (1) city owned vehicle as surplus, and acknowledge the placement of Unit #470, previously surplussed, back into service.

Prepared By: Andrew Ellard

Subject: Surplus Vehicle

Background: On October 4th, 2022, twelve (12) city owned vehicles were declared as surplus by the City of Morristown City Council. Unit #470 – a 1994 Chevrolet bearing the VIN – 1GCEC14H7RE205642 was one of the vehicles approved as surplus. We have since learned this unit was errantly added to the list and now needs to be placed back into service. The correct information for the unit that needed to be declared as surplus is as follows:

Fire Department Vehicle

- Unit #477 – 1984 Chevrolet Custom Truck (VIN - 1GBHK34M3EV104668)

Findings/Current Activity:

Unit #477 is currently not in use and no longer has usable value to the City. The Finance Department will utilize GovDeals to sell the vehicle.

Financial Impact:

The sale of Unit #477 will generate revenue that will be receipted in the General fund.

Action options/Recommendations:

Approve placing Unit #470 back into service and approve Unit #477 as surplus.

Attachment: None



October 24, 2022

**The Honorable Gary Chesney, Mayor
City of Morristown
P. O. Box 1499
Morristown, TN 37816-1499**

Dear Mayor Chesney:

The term of office that has typically been filled by the Superintendent of Schools on the Industrial Development Board of the City of Morristown has been vacant for some time. The Morristown Area Chamber of Commerce respectfully submits the following candidate for nomination to serve the remainder of this six-year term (July 1, 2022 to June 30, 2028):

Mr. Arnold Bunch

We believe this nominee will bring a strong amount of dedication and consciousness to the Board and appreciate your consideration.

Sincerely,

**Dr. Tony Miksa
2022 Chairman**

TM/jb

**Cc: Mr. R. Jack Fishman
Mr. Tony Cox**

IN THE MOUNTAINS BETWEEN THE LAKES

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger ^{ADO}D. Overholt

Date: November 11, 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 a three-day (36-hour) suspension without pay. This is due to violation of General Order 300.08 Failure to Appear in Judicial Proceedings.

This officer has recently received disciplinary actions for other non-related policy violations.

This action would be in compliance with our disciplinary process.

Thank you,

RDO/aw