

Pre-Meeting WORK SESSION
October 18, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
October 18, 2022
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Pastor John Paul Freitag, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 4, 2022

6. PROCLAMATIONS/PRESENTATIONS

First United Methodist Church Anniversary

**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. Public Hearing - Urban Growth Boundary

2. Confirmation of appointments to the Urban Growth Boundary
Coordinating Committee.

3. Ordinance No. 4713.02
To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to re-appropriate funds in the amount of \$295,660 to allow for the purchase of five vehicles and associated upfitting for the Police Department. The 2022 model vehicle order placed during Fiscal Year 2022 was canceled by the factory with instruction a new order would need to be placed for the 2023 models and to appropriate an additional \$2,000.00 for the USTA Southern Parks and Recreation Grant funds awarded to the City. No match required.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-26
Resolution Authorizing a Loan to The Board of The Hamblen County-Morristown Solid Waste Disposal System and an Amended and Restated Solid Waste Disposal Agreement and Addressing Related Matters.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approve an agreement with Thompson & Litton, Inc., for design, specification preparation, and construction administration related to roof repair work at the Rose Center in an amount not to exceed \$16,765, and authorize execution of the same.
2. Approve the concessionaire agreement with Sports Facilities Food & Beverage Tennessee, LLC enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, subject to all regulatory authorities, and authorize the City Administrator to execute the same.
3. Authorize the sale of approximately 1.25 acres along the eastern edge of 321 Hamblen Avenue to Lakeway Achievement for \$20,000, contingent upon subdivision of the same, for the purpose of combining with the property to the east at 320 Industrial Avenue.
4. Acknowledge receipt of proposals for the Landing Facility Furniture Package and authorize a one-time furniture package purchase.
5. Authorize purchase of one (1) Kubota MX6000HST utility tractor and two (2) Kubota ZD1211L-3-72 Zero Turn mowers via cooperative purchasing agreement for the Parks Department for a total cost of \$69,242.30.

6. Acknowledge receipt of bids for a Ductless Split Air Conditioning System, accept the bid from Cook's Mechanical Services as the best, lowest, and only bid, and authorize the one-time purchase and installation of a Ductless Split Air Conditioning System at Public Works, totaling \$13,174.00.
7. Seeking authorization to request TDOT to be project administrator of the RAISE Grant.
8. Approval of sale of property to Advanced Tool & Machine in the East Tennessee Progress Center consisting of approximately fifteen acres at the purchase price of \$12,000 per acre.
9. Approval of Right-of-Way acquisitions for the Thompson Creek Road Project Phase 1, Tracts 9 and 10 in an amount of \$50,215.00.
10. Approval of Right-of-Way acquisitions for the Thompson Creek Road Project Phase 2, Tract 4 in an amount not to exceed \$16,550.
11. Approve Amendment No. 1 to the sale and development agreement with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street, extending the timeline for closing.
12. Approve Task Order No. 2 for Mattern & Craig in the amount of \$14,550 to perform preliminary civil engineering services in preparation for the construction of a new Fire Station No. 3 and training facility.
13. Approve the repair and sash replacement of City Center windows and authorize the City Administrator to enter into an agreement with Pella Window and Door in the amount of \$20,791.89.
14. Acknowledge receipt of bids for a Police Department Drone, accept the bid from Precision Capture as the best and lowest bid, and authorize the one-time purchase of a DJI Matrice Drone, 30T, which includes the 2nd year Care Basic Plan warranty, totaling \$16,227.00.
15. Consideration of Audio/Visual equipment for Council Chambers.

9-d. Board/Commission Appointments

9-e. New Issues

1. Confirmation of disciplinary action for the Fire 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
October 18, 2022**

1. Agenda Management

City Council Meeting/Holiday Schedule.

October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Public Hearing for Urban Growth Boundary and Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 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

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
October 4, 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: Chris Bivens, Tommy Pedigo, Kay Senter and Ken Smith. Absent: Al A'Hearn and Bob Garrett.

Reverend Don Lamb, Chaplain Morristown Police Department, led in the invocation.

Mayor Chesney led in the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the September 20, 2022, minutes as circulated. Councilmember Pedigo 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 relating to Ordinance No. 4726. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4726 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4726

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #041C B 00208 000 from LI (Light Industrial) to IB (Intermediate Business) (East Economy Road).

A Public Hearing was held relating to Ordinance No. 4727. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4727 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4727

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032034J G 00100 and 032034J

G 00200 from HI (Heavy Industrial District) to IB (Intermediate Business District) (215 S. Liberty Hill Road).

Councilmember Smith made a motion to approve Ordinance No. 4713.02 on its first reading and schedule a public hearing relative to final passage of said ordinance for October 18, 2022. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4713.02

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

Councilmember Bivens made a motion to authorize the purchase of twenty-five (25) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement in the amount of \$11,850.00. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion of the approval of Change Order No. 4 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$9,739.00. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion of the approval to declare twelve (12) City owned vehicles as surplus as listed. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Public Works

Unit #549 – 1991 Ford E-350 (VIN/1FDKE37G4MHB12530)

Unit #223 – 1997 Ford F-150 (VIN/1FTDF17W3VNB76101)

Unit #63 – 2000 Ford F-250 (VIN/1FDNF20L9YEB94810)

Planning Vehicle

Unit #59 - 2006 Ford Crown Victoria (VIN/2FAFP71W26X105429)

Police Department Vehicles

Unit #434 - 2006 Ford Explorer (VIN/1FMEU72E66UA00562) To be crushed

Unit #377 - 2013 Dodge Charger (VIN/2C3CDXAG2DH568696) To be crushed

Unit #305 - 2008 Ford Expedition (VIN/1FMFU16598LA33012)

Unit #306 - 2008 Ford Expedition (VIN/1FMFU16508LA33013)

Unit #400 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X105431)

Unit #404 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X104439)

Unit #419 - 2008 Ford Crown Victoria (VIN/2FAFP71V38X139454)

Fire Department Vehicle

Unit #470 - 1994 Chevrolet (VIN/1GCEC14H7RE205642)

Councilmember Senter made a motion to approve an agreement with Sonja Shannon, Architect, for Design work related to a new location for Fire Station No. 3 and new training facility location on Thompson Creek Road and authorize execution of the same. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to acknowledge and approve an emergency purchase from Rebel Services, LLC in the amount of \$17,908.71 for replacement equipment and labor for a new pump at the airport fuel farm. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize purchase of one (1) 2023 Kawasaki Mule UTV and associated accessories totaling \$23,065.95 under statewide contract #242 for the Police Department as budgeted. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion of the approval of additional Employee Benefit. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23, not to exceed \$50,000.00. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to appoint Laura Dickerson to the Property Maintenance Board of Appeals for a three (3) year term to expire June 1, 2025. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to promote Brad Rice to Patrol Lieutenant, Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to promote Michael Voccola to Patrol Sergeant, Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to promote Jeffrey Coyne to Patrol Corporal, Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to promote Shelby Holt and Blake McCarter to Detective, Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to promote Pete Shockley to Narcotics Detective Corporal, Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

During the City Administrator's Report, Anthony Cox stated that a Joint Hamblen County and City of Morristown Public Hearing regarding the Urban Growth Boundary (UGB) was held on September 29, 2022 at Walters State Community College. He added that the City will hold a second Public Hearing about the UGB on October 18, 2022 during the next City Council meeting.

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 October 4, 2022, Morristown City Council meeting at 5:29 p.m.

Mayor

Attest:

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number:

4713.02

TO AMEND ORDINANCE NUMBER 4713, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 NECESSARY TO RE-APPROPRIATE FUNDS IN THE AMOUNT \$295,660 TO ALLOW FOR THE PURCHASE OF FIVE VEHICLES AND THE ASSOCIATED UPFITTING FOR THE POLICE DEPARTMENT. THE 2022 MODEL VEHICLE ORDER THAT WAS PLACED DURING FISCAL YEAR 2022 WAS CANCELED BY THE FACTORY WITH INSTRUCTION THAT A NEW ORDER WOULD NEED TO BE PLACED FOR THE 2023 MODELS AND TO APPROPRIATE AN ADDITIONAL \$2,000 FOR THE USTA SOUTHERN PARKS AND RECREATION GRANT THAT WAS AWARDED TO THE CITY. THERE IS NO MATCH REQUIRED.

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)	Police Department - Patrol	42120.971	Motor Equipment			\$ 295,660	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 295,660		
General (#110)	Parks & Recreation - Programs	44420.801	Grants & Other Subsidies			\$ 2,000	
General (#110)	Revenue	110-33609	Parks & Rec Grants & Reimbursements	\$2,000			
			Totals	\$ 2,000	\$ 295,660	\$ 297,660	\$ -

PASSED ON FIRST READING THIS 4th DAY OF OCTOBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 18th DAY OF OCTOBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

Resolution No. 2022-26

**RESOLUTION AUTHORIZING A LOAN TO THE BOARD OF
THE HAMBLÉN COUNTY-MORRISTOWN SOLID WASTE
DISPOSAL SYSTEM AND AN AMENDED AND RESTATED
SOLID WASTE DISPOSAL AGREEMENT AND ADDRESSING
RELATED MATTERS**

WHEREAS, pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq., the City of Morristown, Tennessee (the “Municipality”), and the County of Hamblen, Tennessee (the “County”) entered into a Solid Waste Disposal System Agreement dated as of July 26, 1988, which agreement has been previously amended (as amended, the “System Agreement”), for the purpose of consolidating their separate landfills into a joint solid waste disposal system designated therein as the Hamblen County-Morristown Solid Waste Disposal System (the “System”) and providing for the control, operation, maintenance and improvement of the System by a Board appointed by the Municipality and the County (the “Board”);

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds for the purpose of financing the costs of constructing and equipping public works projects, including financing improvements to the System's landfill, the acquisition of all property real and personal appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs incident thereto (collectively, the “Project”), and costs incident to the financing thereof;

WHEREAS, pursuant to the terms of the System Agreement, the Municipality and the County have agreed to cooperate on an equal basis as necessary to finance construction and equipment acquisitions;

WHEREAS, the City Council of the Municipality (the “Council”) has previously adopted resolutions authorizing its General Obligations Bonds (the “Bonds”) of the City in a principal amount not to exceed to \$4,675,000;

WHEREAS, the proceeds of the sale of the Bonds will be loaned to the Board pursuant to a Loan Agreement between the Municipality and the Board pursuant to which the Board will agree to make payments in an amount sufficient to make payments of principal and interest on the Bonds at the time such payments become due, and to pledge the revenues of the System to support such payment obligation (the “Loan Agreement”);

WHEREAS, in connection with the issuance of the Bonds, the Municipality intends to amend and restate its agreement to deposit all of its solid waste with the System, and has been presented with a preliminary form of such amended and restated solid waste disposal agreement (the “Solid Waste Agreement”);

WHEREAS, the System Agreement should also be amended to give the Board authority to enter into the Loan Agreement and the Solid Waste Agreement; and

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Bonds:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE, AS FOLLOWS:

Section 1. Loan Agreement. The Mayor and the City Administrator/Recorder are hereby authorized and directed to negotiate the Loan Agreement between the Municipality and the Board. The Loan Agreement shall require the Board to (i) make payments sufficient to pay principal, premium, if any, and interest on the Bonds, and (ii) to pledge the Revenues of the System to such payments. The Loan Agreement shall also require the Board to use the proceeds of the Bonds for the construction of the Project, shall prohibit the Board from using the proceeds or the Project in any manner as to adversely affect the tax-exempt status of the Bonds. The Mayor and the City Administrator/Recorder are hereby authorized to execute and deliver the Loan Agreement in the form submitted to this meeting, with such omissions, changes, completions and insertions that are in conformity with this resolution as may be approved by the Mayor and the City Administrator/Recorder, their execution of such Loan Agreement to constitute conclusive evidence of their approval of the terms thereof.

Section 2. Solid Waste Disposal Agreement. The Mayor and the City Administrator/Recorder are hereby directed to negotiate with the Board to finalize an Amended and Restated Solid Waste Disposal Agreement among the Municipality, the County and the Board (the “Solid Waste Agreement”), which shall require the Municipality to dispose of all of its non-hazardous solid waste at the System's landfill to the extent provided therein for so long as the Bonds are outstanding, and shall require the Board to establish tipping fees sufficient to cover the debt service on the Bonds and any other bonds to be issued to finance improvements to the System. The Mayor and the City Administrator/Recorder are authorized and directed to execute and deliver such Solid Waste Agreement in the form submitted to this meeting, with such omissions, changes, completions and insertions that are in conformity with this resolution as the Mayor and the City Administrator/Recorder may approve, their execution and delivery thereof to constitute conclusive evidence of their approval of the terms of the Solid Waste Agreement.

Section 3. Amendment to System Agreement. The Mayor and the City Administrator/Recorder are hereby authorized and directed to negotiate, execute and deliver an amendment to the System Agreement to enable the Board to enter into the Solid Waste Agreement and the Loan Agreement. Such amendment shall be in the form entered into in connection with the issuance of bonds by the City to finance improvements to the System, with such completion, omissions, insertions and changes that are in conformity with this resolution as the Mayor and the City Administrator/Recorder may approve, their execution to constitute conclusive evidence of their approval of such terms.

Section 4. Officers Authorized. The Mayor and the City Administrator/Recorder, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Duly adopted and approved on October 18, 2022.

Mayor

Attested:

City Administrator

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on October 18, 2022; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the matters described therein.

WITNESS my official signature on _____, 2022.

City Administrator



Morristown City Council Agenda Item Summary

Date: October 18, 2022

Agenda Item: Approve the concessionaire agreement with Sports Facilities Food & Beverage Tennessee, LLC enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, subject to all regulatory authorities, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Event-related alcohol sales at the Landing

Background: Various anticipated events at the Landing may request alcoholic beverages: receptions, trade shows & exhibits, galas, etc.

Findings/Current Activity:

- The operator is NOT proposing alcohol sales as a regular concession – only in conjunction with special events and in designated areas of such an event.
- Enabling a subsidiary of the Landing operator to be the sole concessionaire related to alcohol (as opposed to outside catering) will ensure a better-controlled environment.
- The agreement renews annually, allowing the City to reevaluate as needed.

Financial Impact:

Activity through this agreement will be separate from general operations of the facility. Net income from alcohol sales (revenue minus all costs) will be shared 50/50 between the City and the vendor.

Action options/Recommendations:

Staff recommends approval.

Attachment: Alcohol Beverage Agreement

CONCESSION SERVICES USE AGREEMENT

THIS CONCESSION SERVICES USE AGREEMENT (the "Agreement") with an Effective Date of the 18th day of October, 2022 (the "Effective Date"), and entered into by and between the City of Morristown, a Tennessee municipality, (the "Owner") and Sports Facilities Food & Beverage Tennessee, LLC, a Florida limited liability company registered as a foreign limited liability company doing business in Tennessee (the "Concessionaire", and together with "Owner", the "Parties" or singularly the "Party").

RECITALS

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

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

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

ARTICLE 1

CONCESSION SERVICES

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

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

1.3 License Granted. This Agreement is a use license to the Concessionaire to provide Alcoholic Beverages at the Facility upon the terms and conditions provided in this Agreement and shall not be construed as a lease for any purpose, other than as may be required for Concessionaire to obtain any licenses and or permits required by the Tennessee Alcoholic Beverage Commission and the City of Morristown for service of alcoholic beverages at the Facility.

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

1.5 Concession Services. Concession Services shall include, in addition to the other provisions herein, (i) the sale and serving of Alcohol Beverages in compliance with applicable federal, state and local law, (ii) the providing of appropriate cups and glasses, napkins, stir sticks and other ancillary items, the cost for which are further addressed in section 3.4 regarding net income, necessary to provide the Concession Services; (iii) the checking of proper identification at the point of service or point of sale; and (iv) setup and takedown of points of service and sale.

ARTICLE 2

TERM

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

2.2 Options to Extend. The Term of this Agreement shall automatically renew for additional one (1) year terms thereafter unless and until either of the Parties provides the other with written request no later than sixty (60) days prior to the expiration of the then-current Term. Each successive extension shall be on the same terms and conditions (including notice requirements) set forth herein. Nothing in this section shall prevent termination of the agreement as provided by Article 8, herein.

ARTICLE 3

FINANCIAL CONSIDERATION

3.1 Financial Consideration. Concessionaire shall pay Owner fifty percent (50%) of the monthly net operating income, which is further described in section 3.4, from alcoholic beverage sales excluding gratuities for all events at the Facility for which Concessionaire provides Concession Services. This amount is due and payable to and must be postmarked or hand delivered to Owner by the 15th day following each month end. In all cases, a monthly reconciliation and report of related activity will be provided to Owner by the 15th day following each month end.

3.2 Reimbursement for Costs of Goods Sold. Owner agrees to reimburse Concessionaire for the actual costs of all products it purchases for sale at the Facility (subject to section 3.3). All such reimbursement will be based on receipts to be furnished by Concessionaire to the Owner. All fees and reimbursements for product shall be paid to Concessionaire within fifteen (15) calendar days of invoicing.

3.3 Cash Balance. Owner may choose to maintain an operating cash balance with the Concessionaire to be used for event expenses. At the completion of any event and payout of net operating income, Owner can request all remaining funds be disbursed back to the Owner or can maintain the cash balance for future events. Any funds maintained with the Concessionaire after an event will be used for future event expenses by the Concessionaire prior to requesting a reimbursement from the Owner. In all cases, a monthly reconciliation and report of related activity will be provided to Owner by the 15th day following each month end.

3.4 Net Income. The calculation of Net Income for the purpose of determining the share of Net Income to be distributed between the Owner and Concessionaire according to Section 3.1 shall be the revenue from the sale of beverages and/or any other items for sale through the concessions by the Concessionaire, excluding gratuities, and reduced by all operating costs, personnel costs, supplies, expenses, permitting, licenses, and insurance specific to the sale of alcoholic beverages, including but not limited to: wages, salaries, benefits, training and other payroll costs attributable to this Concessionaire's activity, the cost of alcohol and other product for sale, cups, glasses, napkins, stirring sticks, and other ancillary items used in serving or providing product, permit and license costs, taxes other than sales taxes, and insurance as required in Section 7.1. All costs related to the Concessionaire's activity shall be included in calculating Net Income, regardless of whether it is considered in this agreement a function of the Concessionaire's ongoing operation or an immediately reimbursable item, except as may be specifically excluded herein.

ARTICLE 4

PERFORMANCE OF THE CONCESSION SERVICES

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

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

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

4.4 Storage. Storage of Alcoholic Beverages shall be permitted only in designated locations approved by Owner. Concessionaire shall have exclusive access to the location of all stored alcohol/inventory prior to and after each Event, and at such other time on an "as needed" basis and Owner is not to inspect inventory or otherwise access the storage area without the Concessionaire being present.

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

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

ARTICLE 5

PRICES

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

ARTICLE 6

RECORDS, ACCOUNTING AND TAXES

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

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

6.3 Taxes. The Concessionaire shall collect and promptly pay all sales, transaction, privilege, license, excise or similar taxes imposed by federal, state and local authorities (the "Taxes") and shall pay any applicable Taxes relating to the Concession Services. The Concessionaire shall fully indemnify and defend the City of Morristown, Sports Facilities Management, LLC and MCC SFM, LLC from and against all liabilities for Taxes relating to the Concession Services.

ARTICLE 7

LIABILITY, INDEMNITY AND INSURANCE

7.1 Liquor Law Liability Insurance. Concessionaire shall maintain appropriate liquor law liability coverage with a minimum coverage of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis. The Concessionaire shall hold harmless the Owner, its members/managers and all Owner's officers, directors, employees from liability. The Concessionaire shall provide Owner with a Certificate of Insurance showing the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The Concessionaire will also procure and maintain a Comprehensive General Liability Insurance Policy and a workers' compensation insurance policy during the full term of this Agreement. This insurance policy will insure Concessionaire for any claim brought against the Company, resulting from Concessionaire's use of the Facility. The insurance policy shall name the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The insurance policy shall have limits of not less than \$1,000,000 per occurrence for injury or death. The insurance policy

shall provide that before any cancellation or reduction in coverage, the insurance company will give Owner at least thirty (30) days prior written notice. Before this Agreement goes into effect, Concessionaire will deliver to Owner a Certificate of Insurance satisfactory to Owner.

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

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

7.4 Reimbursement. Owner agrees to reimburse Concessionaire for its costs in securing Liquor Liability Insurance. See section 3.4 describing inclusion of this cost in the calculation of Net Income.

ARTICLE 8

TERMINATION

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

ARTICLE 9

ALCOHOLIC BEVERAGES

9.1 Alcoholic Beverage Licenses. In performing under this Agreement, the Concessionaire shall obtain all required licenses and permits ("AB License") necessary for the sale of Alcoholic Beverages at the Facility, and keep them in good standing at all times during the Term hereof. Owner shall cooperate with and assist the Concessionaire in obtaining any Alcoholic Beverage License required for service of alcoholic beverages at the Facility, and agrees to reimburse Concessionaire its costs in securing and maintaining its Alcohol Beverage License. See section 3.4 describing inclusion of this cost in the calculation of Net Income.

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

ARTICLE 10

EXCULPATION

10.1 Anything in this Agreement to the contrary notwithstanding, Concessionaire agrees that it shall look solely to the profits from Events for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms, covenants, and conditions of this Agreement to be observed or performed by Owner, and no other property or assets of the Owner shall be subject to levy, execution or other procedures for the satisfaction of Concessionaire's remedies.

ARTICLE 11

MISCELLANEOUS

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

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

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

The Owner:

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

The Concessionaire:

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

With a copy to:

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

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

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

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

shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

11.7 Expenses of Transaction; Reliance on Advisors. Each Party hereto shall pay its and its representatives fees, expenses and disbursements incurred in connection with this Agreement. Each Party represents and warrants to the other Party that it has relied on its own advisors for all legal, accounting, financial, tax or other advice whatsoever in connection with this Agreement and the transactions contemplated hereby. The costs of such services by either party are not to be included in the calculation of Net Income as described in Section 3.4.

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

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

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

“OWNER”

City of Morristown

BY

“CONCESSIONAIRE”

SPORTS FACILITIES FOOD &
BEVERAGE TENNESSEE, LLC

BY



Morristown City Council Agenda Item Summary

Date: October 18, 2022

Agenda Item: Authorize the sale of approximately 1.25 acres along the eastern edge of 321 Hamblen Avenue to Lakeway Achievement for \$20,000, contingent upon subdivision of the same, for the purpose of combining with the property to the east at 320 Industrial Avenue.

Prepared By: Andrew Ellard

Subject: 321 Hamblen Avenue subdivision & sale

Background: The City's longstanding lease of 321 Hamblen Ave to Amerigas is coming to an end with tanks scheduled to be removed from the site. The City Council approved a sale of the bulk of 321 Hamblen Ave earlier this year. The back portion of the property has been used by Lakeway Achievement for parking for several years.

Findings/Current Activity:

The sale of this rear 1.25 acres to Lakeway Achievement will ensure their continued ability to use the property. City staff will complete the necessary subdivision plat.

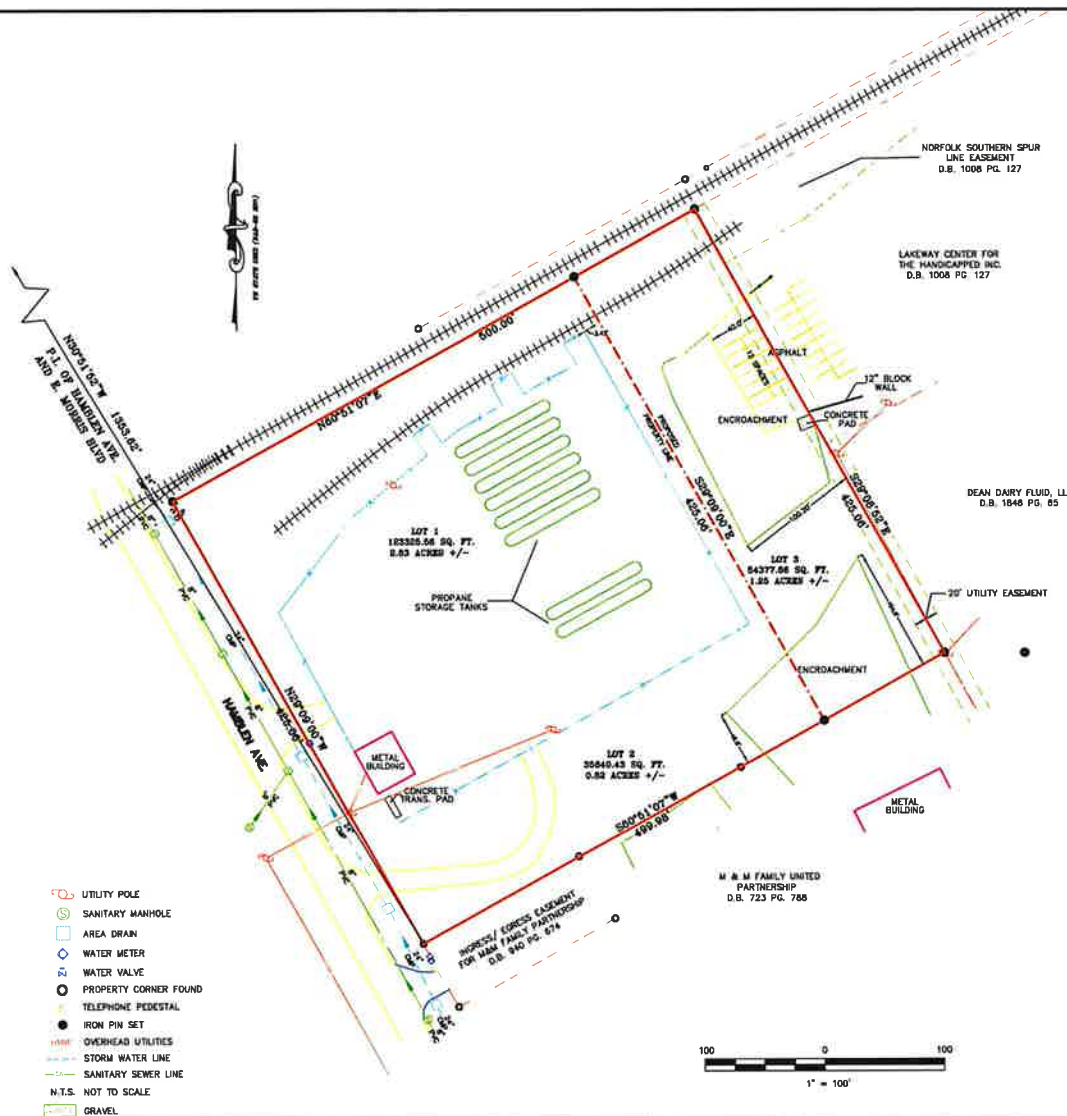
Financial Impact:

The sale has no cost impact to the City other than staff and City Attorney time. Revenue will be \$20,000.

Action options/Recommendations:


Authorize the sale.

Attachment: Draft of surveyed area for reference.



- NOTES**
- 1) PROPERTY IS ZONED HEAVY INDUSTRIAL (H4) BUILDING SETBACKS:
35' FRONT
20' REAR
10' SIDE
 - 2) PLAT REFERENCE: EAST TENNESSEE VALLEY INDUSTRIAL DISTRICT
DATED: MARCH 15, 1975
ON FILE AT THE OFFICES OF THE CITY OF MORRISTOWN DEPARTMENT OF ENGINEERING
 - 3) DEED REFERENCE: D.B. 241 PG. 306, D.B. 134 PG. 550
 - 4) PROPERTY OWNER: CITY OF MORRISTOWN
144 N. 1ST N. STREET
MORRISTOWN, TN 37804
 - 5) PROPERTY ADDRESS: 335 HAMBLEN AVENUE
 - 6) TAX MAP 505, PARCEL NUMBER 088.03
 - 7) NEW IRON PINS SET ON ALL CORNERS UNLESS OTHERWISE NOTED
 - 8) ALL OR PART OF THIS SURVEY WAS PERFORMED USING THE TRIMBLE 580 GPS RECEIVER, MODEL # 532900000
POSITIONAL ACCURACY: HORIZONTAL - BRIMBLE 580
VERTICAL - 15mm/10mm RMS TYPE OF GPS FIELD PROCEDURE:
NEAR: STATIC, NETWORK: SATURN/1000
HORIZONTAL - NAD 83, VERTICAL - NAVD 83
 - 9) TDTT DATA REFERENCE NETWORK: GEOID MODEL: 2018
POSITION: 36°14'52.83767"N 83°17'11.07254"W



		DRAWN BY CHECKED BY DATE SCALE 1"=100'		CITY OF MORRISTOWN DEPARTMENT OF ENGINEERING	TITLE SHEET AND INDEX OF DRAWINGS PINE BROOKE ROAD PUBLIC SAFETY COMMUNICATIONS TOWER CITY OF MORRISTOWN, TENNESSEE	WORK ORDER PROJECT NUMBER SHEET 1 1 OF X SHEETS
--	--	--	---	--	---	---



LAKEWAY ACHIEVEMENT CENTER

Lakeway Achievement Center

Executive Board Meeting

By Phone

1. Bonnie discussed the price of the property behind Lakeway for sale. It is 1 ¼ acres that would be perfect for additional parking and outdoor events for people we serve. The cost is \$20,000.00 total and the City Attorney will provide the paperwork and we would not need a realtor. Bonnie suggested we make the purchase.

Mike Minnich made a motion to move forward with the purchase. Jimmy Davis 2nd and Patsy and Brian agreed to move forward with the purchase. It was voted and approved.

Bonnie L. Guthrie
Executive Director
Lakeway Achievement Center
423-586-2196 X142
423-312-7111 cell



Morristown City Council Agenda Item Summary

- Date:** October 18th, 2022
- Agenda Item:** Authorize purchase of one (1) Kubota MX6000HST utility tractor and two (2) Kubota ZD1211L-3-72 Zero Turn mowers via cooperative purchasing agreement for the Parks Department.
- Prepared By:** Andrew Ellard
- Subject:** Purchase of Kubota MX6000HST utility tractor and (2) Kubota ZD1211L-3-72 Zero Turn mowers – FY23
- Background:** Budget in FY 2023 provides for the purchase of one (1) Kubota MX6000HST utility tractor and (2) Kubota ZD1211L-3-72 Zero Turn mowers for the Parks Department.

Findings/Current Activity:

Tri-County Power Equipment, Inc. has provided a quote covering the purchase of the utility tractor and the two (2) zero turn mowers. Pricing for all three have been approved under Sourcewell Cooperative Purchasing agreement (#031121).

Financial Impact:

Funding has been appropriated in the FY23 budget.

Kubota MX6000HST Utility Tractor - \$37,030.86

(2) Kubota ZD1211L-3-72 Zero Turn Mowers - \$32,211.44

Total cost - \$69,242.30

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Sourcewell Cooperative Contract #031121 and Tri-County Power Equipment Quotes

- Standard Features -

- Custom Options -



M Series

MX6000HST
UTILITY TRACTOR, 4WD, 2 POST FOLDABLE ROPS, HST
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403
 Direct injection
 4 Cyl. 148.6 cu. in.
 ^ 59.5 Net Eng. HP
 ^ 51.7 PTO HP
 @ 2700 Eng. rpm
 EPA Tier 4 Emmission Cert.
 Turbo Common Rail Electronic Fuel Injection
 12V - 600 CCA Battery
 Charging Output 45 Amps

HYDRAULICS

Open Center - Gear Pump
 4.9 gpm Power Steering
 9.5 gpm Remote/3 Pt. Hitch
 14.4 gpm Total Hyd. Flow
 Cat I/II 3-point Hitch
 At lift Point 2870 lbs.
 24" Behind 2310 lbs.
 Telescoping Lower Links
 Telescoping Stabilizers

^ Manufacturer Estimate

FRONT AXLE

Hydrostatic Power Steering
 4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High
 Cruise Control Standard
 Mech. Wet Disc Brakes
 Left Side Brake Pedals
 Rear Differential Lock

SELECTED TIRES

AMXR8828 & AMXR8862A
 FRONT - 12-16.5 R4 TITAN HD-2000
 REAR - 17.5L-24 R4 TITAN INDUSTRIAL CONTRACTOR TL

FLUID CAPACITY

Fuel Tank 13.5 gal
 Cooling System 6.9 qts
 Crankcase with filter 7.4 qts
 Transmission and
 Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic
 540 rpm Rear PTO
 @ 2700 Eng. rpm
 SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT

2-Post Foldable ROPS w/
 Retractable Seat Belt
 Flip-Up PTO Shield
 Safety Start Switches
 Parking Brakes
 Electric Key Shut Off
 Turn Signals
 SMV Sign

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals
 High Back Seat with Adjustable
 Suspension
 Rubber Floor Mat
 Stationary PTO Switch
 Cup Holder
 Color Coded Controls

INSTRUMENTS

Tachometer/Hour Meter
 Fuel Gauge Meter
 Warning Symbols
 Coolant Temperature Meter

MX6000HST Base Price: \$35,768.00

(1) 72" QUICK ATTACH SQUARE BACK BUCKET	\$818.00
L2235A-72" QUICK ATTACH SQUARE BACK BUCKET	
(1) FRONT LOADER MX SERIES W/O VALVE	\$5,015.00
LA1065A-FRONT LOADER MX SERIES W/O VALVE	
(1) DELUXE FIBERGLASS CANOPY KIT	\$451.00
E1134-DELUXE FIBERGLASS CANOPY KIT	
(1) 42" PALLET FORKS	\$564.00
K9058-42" PALLET FORKS	
(1) LOADER VALVE FOR ROPS MODELS	\$881.00
MX2131-LOADER VALVE FOR ROPS MODELS	
(1) PALLET FORK FRAME TWO-LEVER QUICK ATTACH TYPE	\$803.00
L2238-PALLET FORK FRAME TWO-LEVER QUICK ATTACH TYPE	
(1) MOUNTING BRACKET FOR CANOPY	\$223.00
E1136-MOUNTING BRACKET FOR CANOPY	
Configured Price:	\$44,523.00
Sourcewell Discount:	(\$9,795.06)
SUBTOTAL:	\$34,727.94
Factory Assembly:	\$260.00
Dealer Assembly:	\$724.17
Freight Cost:	\$918.75
PDI:	\$400.00

Total Unit Price: \$37,030.86
 Quantity Ordered: 1
 Final Sales Price: \$37,030.86

**Purchase Order Must Reflect
 the Final Sales Price**

**To order, place your Purchase Order directly with the quoting
 dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

- Standard Features -



Kubota

ZD1200 Series

ZD1211L-3-72

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
 D1105
 24.8 Gross HP @ 3000 rpm
 68.5 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
 Length 93.7"
 Width Overall 85.8"
 Wheelbase 61.4"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

OPERATING FEATURES

Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Suspension Seat w/
 Kubota Exclusive Seat Design
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
 w/ACS
 8 Gauge, 6" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 Flexible Discharge Cover
 3 Blades

FLUID CAPACITY

Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
 Rear 26 x 12.0 - 16 Turf, Low Profile

- Custom Options -

ZD1211L-3-72 Base Price: \$19,799.00

Configured Price: **\$19,799.00**

Sourcewell Discount: (\$4,355.78)

SUBTOTAL: **\$15,443.22**

Dealer Assembly: \$0.00

Freight Cost: \$262.50

PDI: \$400.00

Total Unit Price: \$16,105.72

Quantity Ordered: 2

Final Sales Price: \$32,211.44

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

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. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

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. [Note – Vendor’s products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

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

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

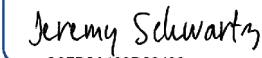
solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

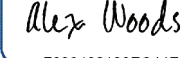
22. CANCELLATION

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


Sourcewell

Kubota Tractor Corporation

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:20 PM CDT

DocuSigned by:

7839492180EC44E...
By: _____
Alex Woods
Title: Vice President
Date: 4/28/2021 | 9:39 AM PDT

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:30 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Kubota Tractor Corporation
Address: 1000 Kubota Drive
Grapevine, TX 76051
Contact: Mike Spillars
Email: mike.spillars@kubota.com
Phone: 817-532-5592
HST#: 95-2801513

Submission Details

Created On: Thursday January 21, 2021 09:29:17
Submitted On: Thursday March 11, 2021 13:37:19
Submitted By: Rusty Pugh
Email: rusty.pugh@kubota.com
Transaction #: e816d383-5749-427b-85c2-950c6dca68cc
Submitter's IP Address: 74.84.168.187

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):	Kubota Tractor Corporation	*
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051	*
3	Proposer website address:	www.kubotausa.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):	Alex Woods Vice President 1000 Kubota Drive, Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Drive, Grapevine, TX 76051 rusty.pugh@kubota.com 817-716-3587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Drive, Grapevine, TX 76051 mike.spillars@kubota.com 817-532-5592	

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>Who Kubota is, and will continue to be, is summed up in this statement; Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply.</p> <p>In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes all the products serving this contract in turf mowing and grounds maintenance equipment, tractors, and attachments, as well as compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution.</p> <p>Innovating products since 1890, Kubota continues today to innovate and bring new products and technology into the marketplace. One example is Kubota's revolutionary common rail system with exhaust gas recirculation (EGR), and diesel particulate filter (DPF) muffler. This combination produces more torque at low rpm's with less emissions and better fuel efficiency. This innovation is used across our products where possible. Another example is our inventive glide steer technology, found on our GR series of mowers. These mowers also feature Reverse Awareness Systems (KRS) for additional safety when mowing in reverse. These are but a few examples in action of Kubota's philosophy of creating new and innovative products that are dedicated to preserving our environment and life. Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, diesel utility vehicle, and diesel engine in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise".</p> <ol style="list-style-type: none"> Produce state of the art, quality products Lead the industry in engineering and technological firsts Respect the environment and protect our customer's safety Provide uncompromising service Listen and respond to the customer's needs Value each customer relationship with integrity and respect Support professional dealers and retailers Manage with vision and leadership <p>Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy of being passionate about, and dedicated to food, water, and life.</p>
---	--	--

8	What are your company's expectations in the event of an award?	<p>If awarded the Sourcewell contract number 031121, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible.</p> <p>Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Financial information has been attached. These documents include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability.</p> <p>Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investment not only demonstrates financial strength and stability, it allows Kubota to develop AI-based solutions for businesses in the area of food, water, and the environment.</p> <p>Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.</p>	*
10	What is your US market share for the solutions that you are proposing?	Kubota has approximately 34% market share for the solutions being proposed.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share data mirrors that of the United States.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification.</p> <p>Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. There have been no suspensions or debarment in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
-----------	----------	------------

16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020</p> <ul style="list-style-type: none"> • Landscape Business "Twenty for 2020 New Products Award • Pro Tool Innovation Awards – SZ series stand-on mowers • Rental Equipment Register 2020 "Innovative Product Award" – SVL65-2 • Pro Tool Innovation Awards – RTV-XG850 • Diesel International "Diesel of the Year" V5009 – first ever won by a Japanese manufacturer for this European award • "2020 Machine of the Year" Agraheute Audience Choice Award– M7003 • Georgia US Department of Economic Development GEAR Award <p>Transportation Equipment Manufacturer of the Year.</p> <p>2019</p> <ul style="list-style-type: none"> • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (ranked number one every year since 2004). • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award. • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. <p>2018</p> <ul style="list-style-type: none"> • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings. • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations. • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference. • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems. • Excellence Award in Environmental Reporting - 22rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. <p>2017</p> <ul style="list-style-type: none"> • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Green Industry Award from the Thai government. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year. • iF International Forum - Design Award – M7001 series <p>2016</p> <ul style="list-style-type: none"> • Japan Institute of Design Promotion – FY2016 Good Design Award. • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. 	
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcwell cooperative purchasing contract – 2020 - \$34.5mm, 2019 - \$33.8mm, 2018 - \$26.3mm</p> <p>BuyBoard – 2020 - \$8.03mm, 2019 - \$9.9mm, 2018 – no contract</p> <p>HGAC cooperative purchasing contract - 2020 - \$306k, 2019 - \$595k, 2018 - \$656k</p> <p>MAPO cooperative purchasing contract - 2020 - \$1.4mm, 2019 - \$1.7mm, 2018 - \$1.16mm</p> <p>Louisiana state contract - 2020 - \$199k, 2019 - \$3.4mm, 2018 - \$3.41mm</p> <p>Oregon state contract - 2020 - \$396k, 2019 - \$1.2mm, 2018 - \$860k</p> <p>New York state contract (adopted Sourcwell contract, volume is included in Sourcwell totals)</p> <p>Pennsylvania state contract - 2020 - \$2.07mm, 2019 - \$2.2mm, 2018 - \$44k</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE . While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported Kubota.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Lodi Unified School District	Eric Wise	209-712-6346	*
Eugene Water and Electric Board	Gary Lentsch	503-484-2411	*
Samaritan's Purse	Matt Libby	207-551-8292	*
New York State Natural Heritage Trust	Bill Bohach	631-323-2440	
Auburn University	Malcomb Pegues	251-928-2740	

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 *	
Village of Holley	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$763,406	*
Miami Dade Parks and Recreation	Government	Florida - FL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$498,766	*
City of Greensboro	Government	North Carolina - NC	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$384,395	*
Town of Fallsburg	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$355,798	*
City of Athens	Government	Alabama - AL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$342,345	*

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 *	
23	Sales force.	Kubota's sales force is strong and contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.	*
24	Dealer network or other distribution methods.	Kubota has five divisions in the United States that is served by three distribution warehouse in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.	*
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.	*
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.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member, to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.	*
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?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota's corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota's in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level.</p> <p>To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members.</p> <p>Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.
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?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.
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.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.

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.	Training is available for all products found in this contract through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Kubota utilizes fuel efficient engine systems (water cooled diesel common rail systems and gasoline EFI). This is advanced electronic fuel injection systems which is an advancement from carburetors. EFI systems are more fuel efficient, constantly adjusting for air to fuel ratios. This burns less fuel and creates less pollutants and waste. Kubota also uses electronic fuel injection, otherwise known as common rail systems, in our diesel engines. Common rail systems and our Kubota Eco-Plus system prioritizes fuel economy, lowers noise and excess vibration providing for the health of the operator and our environment. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. Concerning lawn, garden, and grounds maintenance care, Kubota's mulching systems on all products improve grass health, not requiring disposal. Kubota's technological advances are focused on fuel efficiency, reducing waste, pollution, and improving not just products performance, but improving our environment.
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.	Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment. The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results. CO2 emission per unit produced has been reduced by -17.1%. Energy use per unit of production was reduced by -14.3%. Waste discharge has reduced by -10% per unit of production. Water consumption per unit of production was reduced by -19.5%. VOC's (volatile organic compounds) was reduced per unit of production by -38.1% Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do. https://www.kubota.com/sustainability/environment/active/index.html
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.	All products in the proposed solution meet or exceed the highest applicable Environmental Protections Agency requirements and certifications.
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.	No proposal for this section.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>A unique attribute to Kubota is its blending of commitment to the environment with its commitment to improving our products. Progress and advancements in technology, design, and safety enhancement, go hand in hand in product improvements with environmental considerations in mind. Kubota designs safety into our products. 3M activity or method, man, machinery is employed in our design.</p> <p>Further, ISE or inherently safe equipment is a better choice compared to machinery lacking similar design considerations. This is, machinery designed with fewer ways of causing harm. Seeking continuous improvement is foundational to Kubota's philosophy and practice. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence and continuous improvement. 5-gen and PDCA (plan, do, check, act) continuous improvement is used in manufacturing and operations. Hydrostatic power steering, common rail systems, and reverse awareness systems and cameras, are just a few of the many, many features, all introduced and interwoven as a result of a focus on enhanced safety, performance, and concern for the environment. This is a unique attribute in our industry.</p> <p>Lastly, Kubota manufactures and/or markets products in more than 130 countries. This footprint that extends around the globe allows our company to pool "best practices" from across many languages, cultures, and geographic regions. We pool these ideas and innovations and share them across the entire business. This unique attribute of viewing people, products, and the environment as interrelated and global, is a unique attribute shared with Sourcewell members. Kubota is more than part of a supply chain; Kubota is part of a global value chain.</p>	*
----	--	---	---

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
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?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.	*
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?	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation.	*
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.	<p>The proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers.</p> <p>Sourcewell member process flow:</p> <ul style="list-style-type: none"> • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. <p>Kubota/Dealer process flow:</p> <ul style="list-style-type: none"> • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319. 	*
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?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series – 22% BX series – 22% L series – 22% M series – 22% Turf F series – 22% GR series – 22% T series – 22% Z series – 22% TLB series - B26, L47 & M62 – 22% Land Management Disc mowers – 22% Rotary tedders – 22% Rotary rakes – 22% Spreaders – 22%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
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.	Requests for open market “sourced” or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
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.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to \$100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
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.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell members within our 1,100+ location dealer network. This allows for Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Sourcewell members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
----	---	--	---

Table 12: Pricing Offered

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

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.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
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.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of whole goods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet.</p> <p>Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance.</p> <p>This proposal also includes a wide variety of tractors, attachments, and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Fork lift attachments for tractors provide forklift capability for moving product as needed.</p> <p>Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The literature provided in additional documents shows these subcategories in better detail.

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

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

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full spectrum of lawn, sod, grounds, and garden equipment and tools.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solutions (ground engaging) can be used to install irrigation systems
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	The products we offer in our proposed solution can be used for grounds maintenance along waterfront areas.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full assortment and wide variety of attachments and accessories for grounds maintenance as well as service and training.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly/yearly performance.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Serviceability in the way of after sale support for Sourcewell members is easy and robust. With an extensive dealer network across the United States and Canada waiting to support Sourcewell members, the serviceability of the solutions proposed by Kubota is comprehensive. Local dealers will provide local expertise for parts, warranty work as well as regular service internals as needed. Our dealers are experts in our products. Sourcewell members will be able to sit down with these localized experts and map out any turnkey solution needed. Every Kubota dealer is required to have a factory trained technician on staff. To support this, Kubota dealers are required to participate annually in service school training. To also help ensure a high level of serviceability for parts, Kubota has added a parts component to measuring our dealers performance. The goal is to incentivize Kubota dealers to have parts on the shelf when needed. Parts on the shelf, factory trained technicians, and local experts in the solutions in this proposal ensure a high level of serviceability and dependability waiting for Sourcewell members.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Advancements are ongoing and constant as is total operational improvement. Some examples of our advancements follow here. Kubota has developed Reverse Awareness Systems for our GR series of mowers. These advancements enhance safety when mowing in reverse. Regarding life-cycle and longevity, Kubota offers multiple year warranties as standard for many products. For products with standard one year warranty's, most all products have extended warranty's available to Sourcewell members. Another advancement is Kubota's exclusive "Swift-Tach" loaders which allow for safe and easy removal and installation. "Swift-Connect" backhoes are likewise designed and performance matched for ease and safety. Another example of an advancement is the industry-exclusive optional one-lever quick couplers found on the LX series of tractors in this proposal. Likewise is the industry-exclusive mechanical self-leveling kit for easier material handling capabilities. Kubota engines with their next generation common rail systems and electronic fuel injections are examples of advancements that improve fuel cost savings and environmental enhancement. Throughout Kubota's product offering, our products are engineered to provide durable long life that reduce down time as well as minimize lifetime costs. The previous are but a few of the product advancements that will serve Sourcewell members.

Exceptions to Terms, Conditions, or Specifications Form

Only those [Proposer Exceptions to Terms, Conditions, or Specifications](#) that have been accepted by Sourcewell have been incorporated into the contract text.

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

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - 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://sam.gov/SAM/>; 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. - Rusty Pugh, National Account Manager Municipal and New Business, Kubota Tractor Corporation

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_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1 TO CONTRACT #031121-KBA

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Kubota Tractor Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 28, 2021, through April 30, 2025 (Contract).

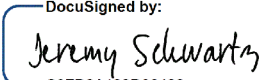
The parties wish to amend the following terms within the Contract.

1. Section 6. Participating Entity Use and Purchasing—Subsection B. Additional Terms and Conditions/Participating Addendum, of the Contract, is deleted in its entirety and replaced with the following:

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

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

Sourcewell

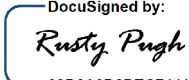
DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO
 Date: 4/22/2022 | 11:25 AM CDT

Approved:

DocuSigned by:

 By: _____
 7E42B8F817A64CC...
 Chad Coauette, Executive Director/CEO
 Date: 4/22/2022 | 11:37 AM CDT

Kubota Tractor Corporation

DocuSigned by:

 By: _____
 89D8A8D8BEC744A...
 Rusty Pugh, National Accounts Manager
 Date: 4/22/2022 | 8:27 AM PDT



Morristown City Council Agenda Item Summary

Date: October 18th, 2022

Agenda Item: Acknowledge receipt of bids for a Ductless Split Air Conditioning System, accept the bid from Cook's Mechanical Services as the best, lowest, and only bid, and authorize the one-time purchase and installation of a Ductless Split Air Conditioning System at Public Works, totaling \$13,174.00.

Prepared By: Andrew Ellard

Subject: Public Works Ductless Split Air Conditioning System

Background: The Public Works department desires to install a ductless split air conditioning system to improve the air flow and circulation in the building.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received one (1) response to the bid. Cook's Mechanical Services provided the best, lowest, and only bid. (See the attached bid tabulation for further information).

Financial Impact:

Staff has identified funds to cover the cost of this purchase.

Action options/Recommendations:

Acknowledge bid, award the bid to Cook's Mechanical Services, and authorize the purchase and installation of the Ductless Split Air Conditioning System at Public Works in the amount of \$13,174.00.

Attachment: Bid tabulation and Cook's Mechanical Services Quote

City of Morristown
Finance Department
Ductless Split Air Conditioning
October 11th, 2022
2:00 P.M.

BIDDER	DUCTLESS A/C COMPONENTS	DUCTLESS A/C INSTALLATION	ELECTRICAL	ELECTRICAL LABOR	TOTAL
COOK'S MECHANICAL	\$8,106.00	\$2,756.00	\$807.00	\$1,505.00	\$13,174.00



City of Morristown

PUBLIC WORKS DSS ELECTRICAL

Proposed Project Agreement

Date:
10/6/2022

Proposal Number:
P02131

Prepared for:
City of Morristown
Public Works Building
Morristown, Tn

Prepared by:
Keith Whitehead

kwhitehead@cms-hvac.com



PROJECT PROPOSAL

Company
Cook's Mechanical Services

Proposal Date: 10/6/2022
Proposal Number: P02131

Ph:

Bill To Identity
City of Morristown
Public Works Building
Morristown, Tn
Gary Blizzard

Agreement Location
City of Morristown
Public Works Building
Morristown, Tn
Gary Blizzard

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:
PUBLIC WORKS DUCTLESS SPLIT SYSTEM EQUIPMENT ELECTRICAL

Furnish labor and material to install electrical service from existing panel to Lennox outdoor unit serving new multi-zone ductless split system. Scope of work includes outdoor weatherproof disconnect, conduit and wiring. One year warranty all parts and labor.

NOTE: Work to be done Monday thru Friday during normal business hours

OUR PRICE FOR THIS PROPOSAL IS\$2,312.00

***Prices quoted are valid for 10 days from the date issued unless otherwise indicated.**

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Keith Whitehead

Name (Print/ Type)

Phone

10/6/2022

P02131

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



City of Morristown

DSS AT PUBLIC WORKS BUILDING

Proposed Project Agreement

Date:
10/6/2022

Proposal Number:
P01656

Prepared for:
City of Morristown
Public Works Building
Morristown, Tn

Prepared by:
Keith Whitehead

kwhitehead@cms-hvac.com



PROJECT PROPOSAL

Company
Cook's Mechanical Services

Proposal Date: 10/6/2022
Proposal Number: P01656

Ph:

Bill To Identity
City of Morristown
100 W 1st NA
Morristown, TN 37814
Gary Blizzard

Agreement Location
City of Morristown
Public Works Building
Morristown, Tn
Gary Blizzard

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:
REVISED

INSTALL DUCTLESS SPLIT SYSTEM AT PUBLIC WORKS BUILDING

Furnish labor and material to install (2) ceiling cassette's and (1) outdoor unit for DSS per following:

- required permit
- remove a section of ceiling and install indoor unit's hanger system
- install (2) Lennox M22A009S4-2P indoor ceiling mounted cassette's
- install (1) outdoor Lennox MPBM018S4M-2P 18K btu208/230V 1 PH unit
- install insulated refrigeration line set and communication wiring
- install condensate piping
- start up and commission new DSS equipment
- one year warranty all parts and labor - standard equipment manufacture extended warranty parts only

OUR PRICE FOR THIS PROPOSAL IS\$10,862.00

***Prices quoted are valid for 10 days from the date issued unless otherwise indicated.**

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Keith Whitehead

Name (Print/ Type)

Phone

10/6/2022

P01656

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

The City of Morristown

Office of the Mayor



October 11, 2022

Butch Eley, Commissioner Tennessee Department of Transportation
James K. Polk Bldg., Suite 700
505 Deaderick Street
Nashville, TN 37243

Commissioner Eley:

The City of Morristown is proud that we were selected to receive funding through the RAISE grant for our SR343 Complete Streets and ITS Traffic Signal Coordination Project.

Project Name: SR343 Complete Streets and ITS Traffic Signal Coordination Project

Applicant: City of Morristown

RAISE Grant Funding: \$23,430,325

Estimated Total Project Costs: \$23,430,325

Project Description: The project has two main components. The first component will narrow the roadway from 4 to 3 lanes, add sidewalks, multiuse path, landscaping, lighting, signage on SR343/ S Cumberland Street. The second component is ITS Traffic Signal Coordination through an update of 13 traffic signals.

The endorsement of our grant application by your office and the support we received from TDOT in preparing the submission is greatly appreciated. We are confident that TDOT's role was an important component of the favorable review of the project.

It would be hard to overstate the importance of this undertaking to our community. The improvements are multifaceted and will be a key component of our efforts to enhance transportation, increase safety, and serve key segments of our disadvantaged population. This project has the potential to be transformational for Morristown.

In light of the magnitude and importance of this project, we once again turn to you for assistance. We would request that TDOT consider being the administrator of this grant. We recognize the complexity of managing this project and TDOT's capacity to navigate Federal Highway regulations. Your office is well suited to assure that the project meets federal, state, and local objectives.

We appreciate TDOT's help in securing the grant award and hope that you will further assist us by serving as project administrator for our RAISE grant.

Sincerely,

Gary Chesney
Mayor

Industrial Development Board of The City of

Morristown

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

September 30, 2022

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

Dear Tony:

At a special called meeting of the Industrial Development Board of the City of Morristown on September 28, 2022, the Board reviewed a request from Advanced Tool & Machine to purchase a parcel of land, identified on the attached map as Lot 1 in the *East Tennessee Progress Center*. This site consists of approximately 15 acres, but exact acreage will need to be determined by a survey.

The Industrial Development Board recommends the sale of this property to Advanced Tool & Machine by City Council at an agreed upon purchase price of \$12,000 per acre.

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

Sincerely,



Marshall Ramsey
Secretary

MR/jb

Attachment

AGREEMENT OF SALE

CITY PROJECT : THOMPSON CREEK ROAD

CITY OF MORRISTOWN TN.

FEDERAL PROJECT : N/A

TRACTS 9 & 10

This agreement entered into on this the 12th day of October 2022, between Mark and Letsa Wisecarver, herein after called the Seller 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 Seller and the City of Morristown Tennessee.

- A. The Seller hereby offers and agrees to convey to the City lands identified as TRACTS 9 & 10 on the right-of-way plan for the above referenced project upon tendering the purchase price of \$50,215.00, said tract being further described on the attached legal description.
- 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 Seller 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
Seller agrees 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 Seller agrees 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 his expenses.

- E. Other: Please see attached Addendum for additional agreement details.***

- F. The Seller states 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

ADDENDUM

- A. This agreement is based on Construction plans with a 30 MPH Design Speed, any changes in design speed will void this agreement.
- B. The City will sell the abandoned existing ROW area in front of the subject residence, located in front of the residence at the intersection of existing Thompson Creek Road and the new roadway recently completed coming from the Thompson Creek Apartments, to Mr. Wisecarver for \$1.00. This conveyance is subject to formal approval by Morristown City Council. This area is approximately 2000 square feet in size.
- C. Any fencing installed along the new roadway will be owned and maintained by the Wisecarvers. Cost to cure damages of \$33,215.00 are included in the purchase price for any fencing the Wisecarvers choose to install along the new roadway. This figure includes installation of electric gates if so desired by the property owners.
- D. The existing mail box will be relocated by the roadway contractor to a point in front of the residence agreeable to the post office and property owners. The existing street address will remain the same.
- E. The construction plans prepared by Mattern & Craig, indicate a paved driveway and turn around area going into the main residence as well as a wider paved driveway leading into Tract 10 which surrounds the main residence, at the request of the property owner, the proposed driveway going into the main residence shall be concrete instead of asphalt. Alterations to these proposed driveways can be made in the field during construction provided the property owners and the project engineer over the project for the City of Morristown are in agreement regarding in alternations that might be felt needed during construction. This policy also applies to the final slopes along the roadway. Slope adjustments can be made during construction if it is seen that small changes can be made to make a slope more attractive, easier to mow and control water runoff etc. Any such changes would have to be approved by the project engineer and the property owner would allow the contractor to go outside the Right of Way, if necessary to create a better grade. The entire driveway will be pressure washed after construction is complete.
- F. Any street lighting placement in front of the residence will be done with the intent to keep direct light from coming into the residence front windows as much as possible, using any type of light control devises available.

Note : This purchase is contingent upon Formal Approval of the Morristown City Council.

76001 9

PROPERTY of MARK WISECARVER AND LETSA WISECARVER

FEE SIMPLE

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

BEGINNING at a point at the intersection of the existing east right of way line of Thompson Creek Road and north property line of the Grantor(s) herein; thence with the said property line N 78° 24' 29" E, a distance of 25.47 feet to a point; thence S 20° 44' 24" E, a distance of 44.59 feet to a point; thence along a curve to the right having an arc length of 130.30 feet, radius of 284.00 feet, and a chord bearing of S 7° 35' 48" E, to a point in the existing right of way line; thence with the said existing right of way line N 19° 21' 16" W, a distance of 174.46 feet to the Point of the **BEGINNING**.

Containing 3,499 square feet, more or less.

UTILITY EASEMENT

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

Containing 905 square feet, more or less.

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the said proposed east right of way line of Thompson Creek Road varying in width from 48.43 feet to 41.50 feet, more or less, for a distance of 48.36 feet to a point; thence varying in width from 41.50 feet to 14.38 feet, more or less, for a distance of 85.21 feet to a point; thence adjacent to the said existing right of way line with a constant width of 30.00 feet, more or less, to a point in the south property line of the Grantor(s) herein.

Containing 6,401 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 proposed 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 883, Page 78, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

PROPERTY of MARK WISECARVER AND LETSA WISECARVER

FEE SIMPLE

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

BEGINNING at a point at the intersection of the existing east right of way line of Thompson Creek Road and north property line of the Grantor(s) herein; thence with the said property line N 60° 08' 19" E, a distance of 14.55 feet to a point; thence S 20° 44' 24" E, a distance of 4.62 feet to a point in the existing property line of the Grantor(s) herein; thence with the said property line S 78° 24' 29" W, a distance of 14.55 feet to the Point of the **BEGINNING**.

Containing 34 square feet, more or less.

UTILITY EASEMENT

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

Containing 28 square feet, more or less.

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the said proposed east right of way line of Thompson Creek Road and being of varying width of 62.12 feet to 48.43 feet, more or less.

Containing 712 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 proposed 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.

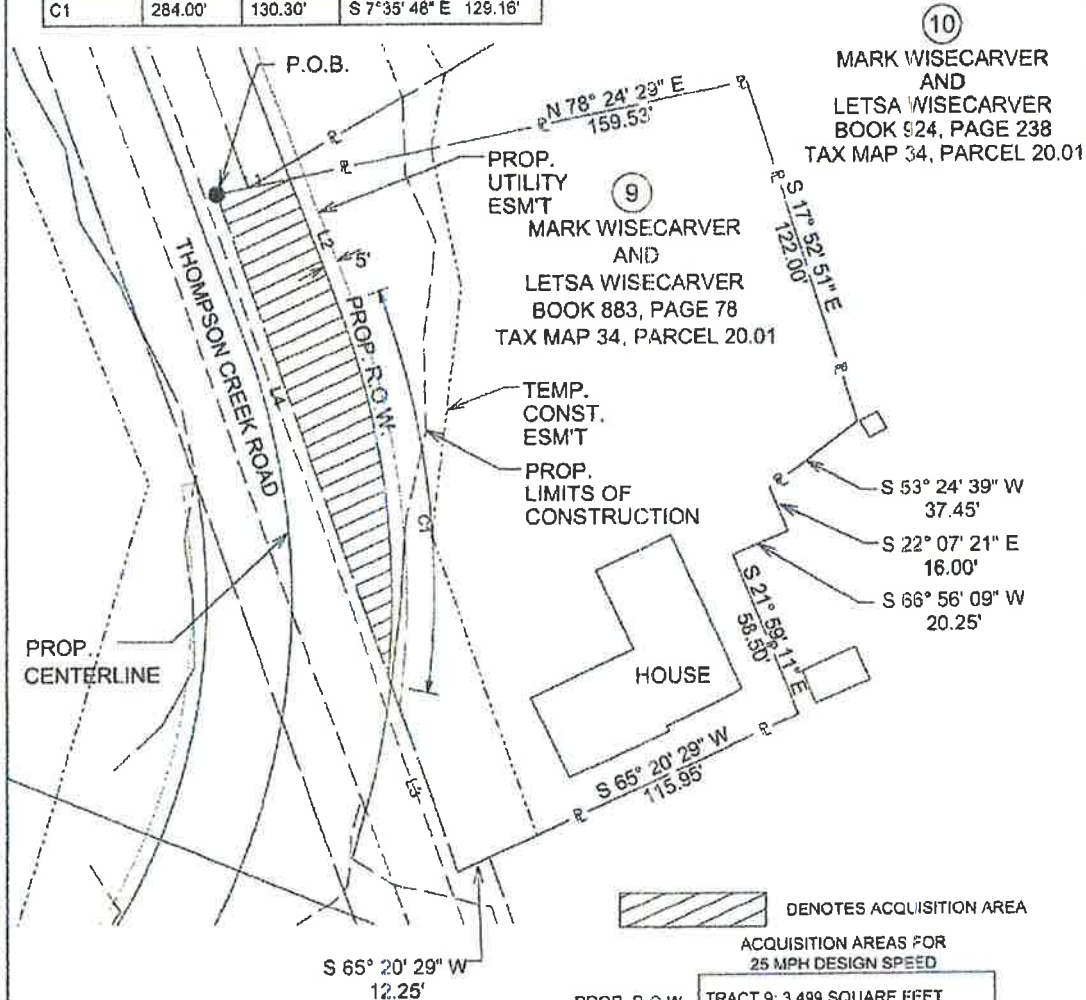
The grantors acquired title to said land under deed of record in Deed Book 924, Page 238, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 20.01, Tax Map 34.

LINE	DIRECTION	DISTANCE
L1	N 78° 24' 29" E	25.47'
L2	S 20° 44' 24" E	44.59'
L3	N 19° 21' 16" W	71.16'
L4	N 19° 21' 16" W	174.46'

CURVE	RADIUS	LENGTH	CHORD
C1	284.00'	130.30'	S 7° 35' 48" E 129.16'



 DENOTES ACQUISITION AREA
 ACQUISITION AREAS FOR
 25 MPH DESIGN SPEED

PROP. R.O.W.	TRACT 9: 3,499 SQUARE FEET
TEMP. CONST. ESM'T	TRACT 9: 6,401 SQUARE FEET
PROP. UTILITY ESM'T	TRACT 9: 905 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

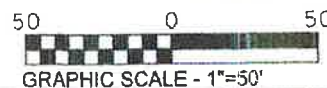
NOTES:

This drawing is not intended to represent a Boundary Survey/General Property Survey compliant with the minimum standard detail requirements of the State of Tennessee Rule 0820-03-.07. A complete Boundary Survey has not been completed for this property.

The purpose of this drawing is to identify the acquisition areas shown on plans entitled "THOMPSON CREEK ROAD RECONSTRUCTION", prepared by Mattern & Craig, 429 Clay St., Kingsport, Tennessee 37660.

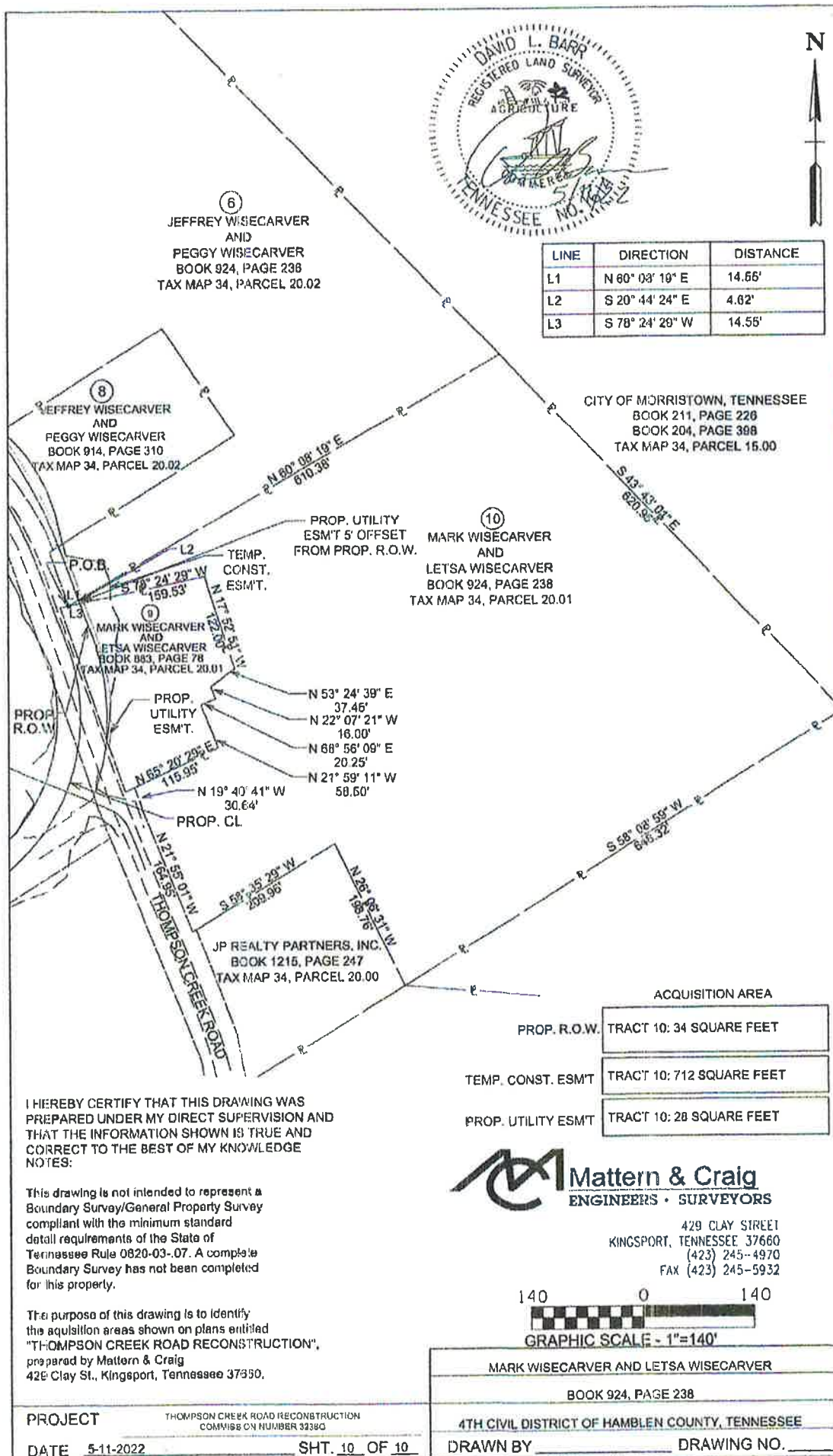
 **Mattern & Craig**
 ENGINEERS • SURVEYORS

429 CLAY STREET
 KINGSFORT, TENNESSEE 37660
 (423) 245-4970
 FAX (423) 245-5932



PROJECT	THOMPSON CREEK ROAD RECONSTRUCTION COMMISSION NUMBER 3238G	
	MARK WISECARVER AND LETSA WISECARVER BOOK 883, PAGE 78	
DATE	4TH CIVIL DISTRICT OF HAMBLIN COUNTY, TENNESSEE	
	DRAWN BY	DRAWING NO.

DATE 5-11-2022 SHT. 9 OF 10





(SELLERS) Mark Wisecarver



(SELLERS) Letsa Wisecarver

AGREEMENT OF SALE

CITY PROJECT : THOMPSON CREEK ROAD

CITY OF MORRISTOWN TN.

FEDERAL PROJECT : N/A

TRACT 4

This agreement entered into on this the 3rd day of October 2022, between Rebecca S. Hamilton, herein after called the Seller 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 Seller and the City of Morristown Tennessee.

- A. The Seller hereby offers and agrees to convey to the City lands identified as TRACT 4 on the right-of-way plan for the above referenced project upon tendering the purchase price of \$16,550.00, said tract being further described on the attached legal description.
- 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 Seller 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
Seller agrees 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 Seller agrees 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 his expenses.

E. Other:

- F. The Seller states 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

-p. 1 of 2

PROPERTY of REBECCA S. HAMILTON

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

CONSTRUCTION EASEMENT

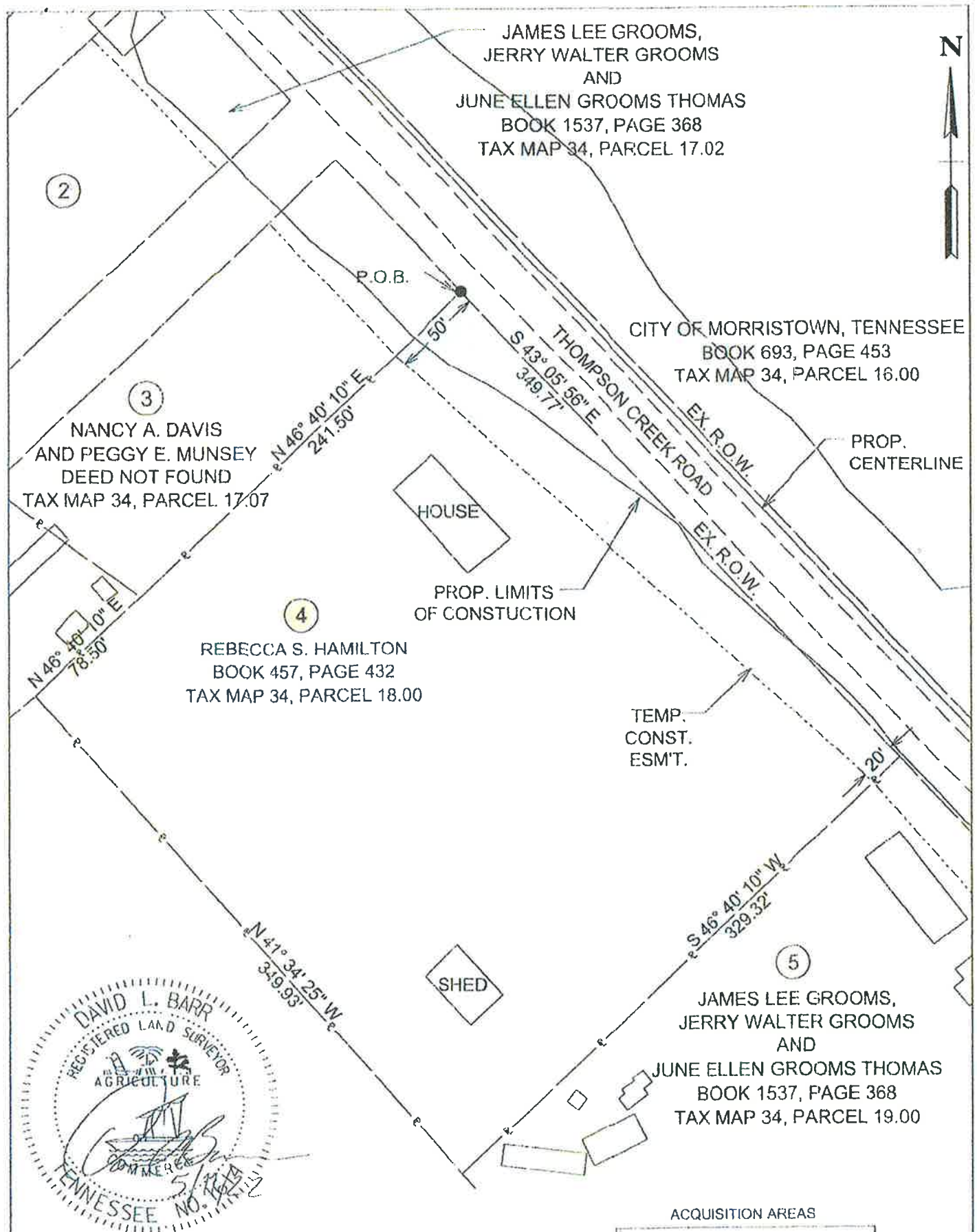
Being a parcel of land lying outside and adjacent to the existing west right of way line of Thompson Creek Road and being of varying width of 50 feet to 20 feet, more or less.

Containing 12,242 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 457, Page 432, in the Register's Office of Hamblen County, Tennessee.

The above described property is a portion of Parcel 18.00, Tax Map 34.



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:

TEMP. CONST. ESM'T TRACT 4: 12,242 SQUARE FEET



Mattern & Crain

[Return to Agenda](#)



Rebecca S. Hamilton, Seller



Morristown City Council Agenda Item Summary

Date: October 18, 2022

Agenda Item: Approve Amendment No. 1 to the sale and development agreement with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street, extending the timeline for closing.

Prepared By: Andrew Ellard

Subject: Amend Sale & Development Agreement

Background: Circumstances warrant additional time to execute purchases.

Findings/Current Activity:

The amendment creates no challenge for the City.

Financial Impact:

No cost impact to the city.

Action options/Recommendations:

Approve the amendment.

Attachment: Amendment No. 1

PROPERTY REDEVELOPMENT CONTRACT

AMENDMENT NO 1

This Property Redevelopment Contract ("Contract"), entered into on 20th day of September 2022 by and between **THE CITY OF MORRISTOWN, TENNESSEE** ("City"), a municipal corporation, and **MICHAEL BUNCH DEVELOPMENT**, a property development business, owned and operated by Michael Bunch and authorized to do business in the State of Tennessee ("MBD"), is hereby amended this the 18th day of October 2022.

WITNESSETH

Whereas, the City and MBD do hereby mutually agree to amend the terms of the aforementioned contract, amending only those terms outlined herein, the full force and effect of all other terms of the original contract and proposal remaining in effect.

NOW THEREFORE IT IS AGREED that the following sections be amended to read:

1. **Purchase of Property.** The City does hereby sell to MBD the .52 acre parcel located at the intersection of East Main Street and James Street (Map 043 I, Group E, Parcel 006.00) for the offered purchase price of ten thousand dollars (\$10,000.00) subject to all of the conditions outlined herein including those beyond the purchase. The property shall be closed **by January 18, 2023** through a closing agent as selected by the City.
6. **Completion.** The parties agree that the redevelopment project shall be substantially completed within twenty-four (24) months of **closing on the City-owned parcel**. The parties agree and understand the current market conditions, with regards to supply chain issues, and agree that the completion time may be extended based upon documented supply chain issues or other extenuating market conditions. Such extension shall not exceed twelve (12) months without consideration by the City Council and shall be agreed upon in writing by both parties.

Witness the day and year first above written.

City of Morristown, Tennessee

Michael Bunch Development

By: _____

By: _____

Its: _____

Its: _____



Morristown City Council Agenda Item Summary

Date: October 18, 2022

Agenda Item: Approve Task Order No. 2 for Mattern & Craig in the amount of \$14,550 to perform preliminary civil engineering services in preparation for the construction of a new Fire Station No. 3 and training facility.

Prepared By: Andrew Ellard

Subject: Work Authorization for civil engineering of new Fire Station No. 3

Background: Mattern & Craig was identified as a qualified eligible engineering firm for City projects earlier this year. The firm is actively working with the City on Thompson Creek improvements, and it is intended that civil engineering and eventual earthwork for both Thompson Creek Phase 2 and new Fire Station No. 3 could benefit from running in tandem.

Findings/Current Activity:

Mattern & Craig will work in conjunction with Sonja Shannon, the architect selected by the City for this Fire Station project.

Financial Impact:

The task order at hand only addresses preliminary consultation until a basic conceptual layout is established. Once a conceptual design is further along, a new task order will be negotiated for the cost of full design, specification, and construction phase services.

Action options/Recommendations:

Approve Task Order No. 2.

Attachment: Task Order No. 2

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 2,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **June 21, 2022** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: _____
City of Morristown
- c. Engineer: _____
Mattern & Craig, Inc.
- d. Specific Project (title): _____
Fire Station #3 Due Diligence and Conceptual Layout
- e. Specific Project (description): _____
Preliminary coordination and due diligence efforts for Fire Station #3

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Mattern & Craig will create a Conceptual Site Plan per our research and investigations of the site and discussion with applicable agencies, the City and Project Architect and make revisions based on City comments to meet the requirements of the City of Morristown, TN and specific criteria required by the owner. Below outlines our scope of work:

- Conduct a Site Visit to verify existing conditions, investigate possible site restrictions, and determine if geotechnical investigations and/or hydrological determinations are needed.
- Review City of Morristown, TN zoning requirements and subdivision regulations for the perspective site.
- Investigate and provide a list of utility providers for the perspective site.
- Verify Sanitary Sewer and Water availability.
- Investigate preliminary stormwater detention locations.
- Prepare Conceptual Layout Drawing.
- Conduct a pre-application conference with the City of Morristown, TN Community Development Department Staff.
- One round of revisions per Owner/City comments.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish Conceptual Layout.	Within 45 days of Owner's authorization to proceed
Owner	Review and provide comment.	Within 30 days of receipt of Conceptual Layout (1 st Submission)
Engineer	Furnish Final Conceptual Layout.	Within 30 days of the receipt of Owner's comments on preliminary design plans.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Due Diligence and Conceptual Layout	\$14,550	Lump Sum
TOTAL COMPENSATION (lines 1.a-h)	\$14,550	Lump Sum
2. Additional Services	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

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

The Effective Date of this Task Order is _____.

OWNER: **City of Morristown**

ENGINEER: **Mattern & Craig, Inc.**

By: _____

By: Jason Carder

Print Name: _____

Print Name: Jason A. Carder, P.E.

Title: _____

Title: Vice President/Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Andrew Ellard

Name: Jason Snapp

Title: Assistant City Administrator

Title: Project Manager

Address: 100 West First North Street
Morristown, TN 37814

Address: 429 Clay Street
Kingsport, TN 37660

E-Mail aellard@mymorristown.com

E-Mail djsnapp@matternandcraig.com

Address: _____

Address: _____

Phone: 423-585-4614

Phone: 423-245-4970



Morristown City Council Agenda Item Summary

Date: October 18th, 2022

Agenda Item: Approve the repair and sash replacement of City Center windows and authorize the City Administrator to enter into an agreement with Pella Window and Door in the amount of \$20,791.89.

Prepared By: Andrew Ellard

Subject: City Center window repair and sash replacement

Background: Several windows within the City Center are in need of repair, which includes sash replacement and window rebalancing. The window repair was beyond the scope of the current City Center renovations.

Findings/Current Activity:

To maintain the City Center façade and replace like materials for like materials, a quote was sought from Pella Window and Door. Pella Window and Door is a sole source vendor for the replacement/repair products needed to complete the window repairs.

Financial Impact:

Funds have been identified in the FY23 budget to cover the cost of the repairs.

Pella Window & Door Quote - \$20,791.89

Action options/Recommendations:

Staff would recommend City Council approve the expense and authorize the City Administrator to enter into an agreement with Pella Window and Door.

Attachment: Pella Window & Door Quote/Agreement



Contract - Detailed

Pella Window and Door Showroom of Atlanta
4772 Ashford Dunwoody Road Suite 300
Atlanta, GA 30338-5553
Phone: (770) 804-0606 **Fax:** (770) 804-1181

Sales Rep Name: Brower, Rhonda
Sales Rep Phone: 770-962-0555
Sales Rep Fax:
Sales Rep E-Mail: rbrower@pellasoutheast.com

Customer Information	Project/Delivery Address	Order Information
City of Morristown City Center 100 W. First North Street MORRISTOWN, TN 37813 Primary Phone: (423) 312-0251 Mobile Phone: (423) 3120251 Fax Number: (423) 586-1205 E-Mail: Contact Name: Great Plains #: 5049983 Customer Number: 1004972572 Customer Account: 1001302078	City of Morristown - City Center 211029-002449 Lot # County: Owner Name: City of Morristown City Center Owner Phone: (423) 312-0251	Quote Name: 337S Pella Parts & Repair Quote Order Number: 337 Quote Number: 16031359 Order Type: Service Wall Depth: Payment Terms: Net 30 Days Tax Code: EXEMPT Cust Delivery Date: None Quoted Date: 9/26/2022 Contracted Date: Booked Date: Customer PO #:

Customer Notes: This quote is provided as follow up to the service appointment on 9/15/22. & includes added items from the 10/11/22 appointment.

If you would like to go ahead with this order, please contact me at 1-800-668-7355 ext 223 or my direct line 678-638-1427

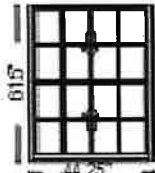
Prepayment for the parts is required. We take MC, Visa or AMEX. You can also mail in a check.
Mail checks to: 2605 N. Berkeley Lake Rd. Suite 400, Duluth GA 30096 and include the quote number.

If you do want to place the order, it is not necessary to sign and return the quote, but a simple response to my email is required if you prefer that instead of signing the quote.

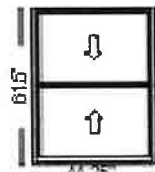
Let me know if you have any questions. Quote good for 30 days.

Rhonda Brower
Pella Window & Door Customer Service
1-800-668-7355 ext 223, Direct 678-638-1427
rbrower@pellasoutheast.com

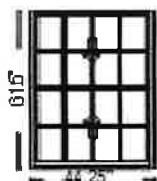
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location:	Attributes					
10	PLANNING	 <p>Viewed From Exterior</p>	<p>PK # 2124</p>	<p>1: Traditional, Non-Standard SizeNon-Standard Size Double Hung, Equal Frame Size: 44 1/4 X 61 1/2 General Information: Standard, Clad, Pine, 5", 3 11/16" Service: Sash Only, Jan 1995 - Dec 2004, Upper Sash, Prep For 2 Locks Exterior Color / Finish: Painted, Standard Enduraclad, White Interior Color / Finish: Unfinished Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Clear Air Filled Non High Altitude Remake: . Grille: 1LT, No Custom Grille, 7/8", Traditional (4W2H / 4W2H), Ogee, Ogee Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.</p>	Item Price	Qty	Ext'd Price
					\$1,628.37	4	\$6,513.48

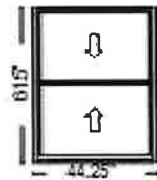
Rough Opening: 45" X 62.25"

Line #	Location:	Attributes			
15	PLANNING	Replacement: Balancing. Architect, Traditional, Double Hung, 44.25 X 61.5	Item Price	Qty	Ext'd Price
	 <p>Viewed From Exterior</p>		\$326.38	6	\$1,958.28
	PK # 2122	1: Traditional, Non-Standard SizeNon-Standard Size Double Hung, Equal Frame Size: 44 1/4 X 61 1/2 General Information: Standard, Style, Clad, Pine, 5", 3 11/16" Service: Balancing, Feb 2002 - Jan 2005, Balance Assembly Lower Sash / Panel: Standard Glass: Insulated Dual Clear Air Filled Non High Altitude Remake: , Grille: No Grille, Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.			

Rough Opening: 45" X 62.25"

Line #	Location:	Attributes				
20	FINANCE WING	<div><p>Viewed From Exterior</p><p>PK # 2124</p></div>	Replacement: Sash Only. Architect, Traditional, Double Hung, 44.25 X 61.5, White	Item Price	Qty	Ext'd Price
				\$1,628.37	5	\$8,141.85
<p>1: Traditional, Non-Standard SizeNon-Standard Size Double Hung, Equal Frame Size: 44 1/4 X 61 1/2 General Information: Standard, Clad, Pine, 5", 3 11/16" Service: Sash Only, Jan 1995 - Dec 2004, Upper Sash, Prep For 2 Locks Exterior Color / Finish: Painted, Standard Enduraclad, White Interior Color / Finish: Unfinished Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Clear Air Filled Non High Altitude Remake: , Grille: ILT, No Custom Grille, 7/8", Traditional (4W2H / 4W2H), Ogee, Ogee Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.</p>						

Rough Opening: 45" X 62.25"

Line #	Location:	Attributes				
25	FINANCE WING	<div><p>Viewed From Exterior</p><p>PK # 2124</p></div>	Replacement: Balancing. Architect, Traditional, Double Hung, 44.25 X 61.5	Item Price	Qty	Ext'd Price
				\$326.38	6	\$1,958.28
<div><p>1: Traditional, Non-Standard SizeNon-Standard Size Double Hung, Equal Frame Size: 44 1/4 X 61 1/2 General Information: Standard, Style, Clad, Pine, 5", 3 11/16" Service: Balancing, Feb 2002 - Jan 2005, Balance Assembly Lower Sash / Panel: Standard Glass: Insulated Dual Clear Air Filled Non High Altitude Remake: , Grille: No Grille, Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.</p></div>						

Rough Opening: 45" X 62.25"

Line #	Location:	Attributes			
30	None Assigned	5001B - LABOR FEE	Item Price	Qty	Ext'd Price
			\$185.00	12	\$2,220.00

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

SERVICE: To receive service for your products, please visit www.pellasoutheast.com and fill out a Service Request form.

Sales tax is calculated at the time of delivery & subject to change dependent upon state/county changes.

PRICES ARE VALID FOR 10 BUSINESS DAYS

TERMS & CONDITIONS:

These Terms & Conditions of Sale apply to and are part of the Contract. The terms "Customer" and "PWDT" throughout this Agreement shall refer to the Customer signing the Contract and to Pella Window and Door Company of Tennessee, Inc.

Article 1 - SELLER: The seller identified in this agreement is Pella Window and Door Company of Tennessee, Inc. DBA Pella Southeast, 2605 N. Berkeley Lake Road, Suite 400, Duluth GA, 30096 - (770) 962-0555.

Article 2 - ENTIRE AGREEMENT: This detailed contract, the detailed quote proposal attached hereto, and any attachments to the detailed quote proposal, and any change orders represents the entire agreement between parties. The parties agree there are no written or oral representations, promises, agreements, understanding or conditions (precedent or subsequent) which are not expressed herein. Written change orders will be considered a part of the agreement.

Article 3 -DEFAULTS: If the Buyer fails to pay pursuant to the terms of this Contract, the Buyer agrees to pay all reasonable attorney's fees, expert witness fees, transcript costs, and other costs incurred by Pella to collect the debt. Buyer also agrees that any dispute will be subject to binding arbitration with the state of Tennessee based on the location of the installation. Buyer also agrees to pay late charges of 1.5% per month on any past due balances.

Article 4 - All promises of shipments are estimated as closely as possible and our best efforts will be used in every case to ship within the time promised, but there is no guarantee to do so. Seller shall not be liable for any direct, indirect, or consequential damage or loss caused by delay in shipment. The customer also represents that they alone are liable for any discrepancies, errors, or omissions whether the product is for their own use or on behalf of an end user. The terms and conditions of this contract will be governed by the laws of the state of Tennessee. I have read and agree to the terms of this contract.

Article 5 - Open account payments are due 30 days from invoice date. A 1.5% monthly service charge will be added to all past due accounts. If any account is placed with a third party for collection, I/we agree to pay all costs including attorney fees in the amount of not less than 25%.

Article 6 - Delivery and Confirmation: Vendor provides delivery assistance to garage or other FIRST floor or ground level (NO Stairs) covered storage area. To maintain accurate product delivery and shipping efficiencies, a delivery cancellation and/or reschedule within 72 business hours or less of scheduled delivery is subject to a surcharge of **\$250**.

Article 7 -Storage and Inventory: All materials will be ordered based on the need dates from the customer. Materials not delivered within 14 business days of the need date is subject to \$250 weekly inventory fee.

Article – 8 -Authorization is given herewith for purchases and deliveries to be made without signature by officer, partner, principal, or owner. The terms and conditions of this agreement will be governed by the laws of the State of Tennessee.

Article – 9 Credit Card Payments: IF PURCHASES ARE TO BE MADE USING A CREDIT CARD, A 4% TRANSACTION FEE WILL BE ADDED TO EACH CREDIT CARD PURCHASE! (This does not apply to service parts & repair purchases made through the Parts & Service Department.)

COVID-19: The customer acknowledges that the receipt of any services or products provided by any employees, sub-contractors, or affiliates of PWDT carries with it certain inherent risks related to the spread and contraction of an infectious illness or disease, including Covid-19, that cannot be eliminated, regardless of the care taken to avoid injuries. By signing this contract, you agree to allow our team to complete the project in a timely manner and make payment per the terms stated in our contract.

PWDT is independently owned and operated member of the Pella Direct Sales Network

IF INSTALLED SALES: Please see attached Replacement Terms and Conditions.

Please verify the age of the home: _____

Customer Signature: _____

IF PRE 1978, the dwelling will need to be tested for Lead Paint in accordance with the EPA's Lead RPR Rule.

☐ **Project Checklist has been reviewed**

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

Order Totals

Taxable Subtotal	\$18,571.89
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$2,220.00
Total	\$20,791.89
Deposit Received	\$0.00
Amount Due	\$20,791.89



Morristown City Council Agenda Item Summary

Date: October 18th, 2022

Agenda Item: Acknowledge receipt of bids for a Police Department Drone, accept the bid from Precision Capture as the best and lowest bid, and authorize the one-time purchase of a DJI Matrice Drone, 30T, which includes the 2nd year Care Basic Plan warranty, totaling \$16,227.00.

Prepared By: Andrew Ellard

Subject: Police Department Drone

Background: The police department desires to enhance their current drone program by adding a more sophisticated drone to their drone fleet. Through a test and evaluation process, the department selected the DJI Matrice 30T drone.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received seven (7) total responses to the bid. Precision Capture provided the best and lowest bid. Please note, although other bids were slightly lower, they did not include the 2nd year warranty presented as an option by Precision Capture. (See the attached bid tabulation for further information).

Financial Impact:

Although funds were not appropriated in the FY23 budget to purchase this item, staff has identified funds to cover the cost of this purchase.

Action options/Recommendations:

Acknowledge bids, award the bid to Precision Capture, and authorize staff to make a one-time purchase of a DJI Matrice Drone 30T to include the 2nd year Care Basic warranty in the amount of \$16,227.00.

Attachment: Bid tabulation and Precision Capture Quote

City of Morristown
Finance Department
Police Department Drone Bid Tab
October 4th, 2022
2:00 P.M.

Drone Bid Tab							
Vendor	DJI M30T Drone (Qty. 1)	DJI TB30 Intelligent Flight Battery (Qty. 8)	DJI WB37 Battery (Qty. 1)	Training	2nd Year Care Basic Plan	Discount	Total
Axon*	\$14,042.00	\$2,632.00	\$59.00	\$3,750.00			\$20,483.00
BAAM Tech	\$13,341.00	\$2,632.00	\$59.00				\$16,032.00
Adorama Inc. **	\$13,999.00	\$2,632.00	\$59.00	\$0.00			\$16,690.00
Precision Capture	\$13,341.00	\$2,632.00	\$59.00	\$0.00	\$1,050.00	\$855.00	\$16,227.00
Unmanned Vehicle Technologies	\$13,341.00	\$2,632.00	\$59.00	\$0.00			\$16,032.00
Florida Drone Supply***	\$13,999.00	\$1,974.00	\$59.00	\$0.00	\$1,050.00		\$17,082.00
Gresco Supply Inc. ***	\$13,999.00	\$1,974.00	\$59.00	\$0.00			\$16,032.00

*Axon takes exception to the contract language
**Adorama did not notarize their bid, nor did they initial all of the pages as required.
*** (2) Batteries included with drone. Only (6) extra batteries were then quoted.

PRECISION PRODUCTS QUOTATION



PRECISION CAPTURE

Adam Johnston
1420 Hugh Ave
Louisville, KY 40213

Cell: 502-552-1426
Fax:
Email: adam12@yourprecision.com

Contact Name: _____
Organization: Morristown Police
Address: _____
City, State, Zip: _____
Mobile: _____
Office: _____
Fax: _____
E-Mail: _____

Precision Products is pleased to quote:		DJI M30T		DATE	July 18, 2022
Item	Part No.	Description	Qty	Unit Price	Ext. Price
1		DJI M30T	1	\$13,341.00	\$13,341.00
2		<i>Includes: DJI Care Basic 1 year, Controller, Case, Charger, 2 propeller pairs</i>			
3		DJI TB30 Intelligent Flight Battery	8	\$329.00	\$2,632.00
4		DJI WB37 Controller Battery	1	\$59.00	\$59.00
5		2nd Year DJI M30T Enterprise Care Basic	1	\$1,050.00	\$1,050.00
6		Landing Pad	1	(Included)	(Included)
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17		Onsite Delivery & Operational Training - 1 day up to 10 Users	1	(Included)	(Included)
18		Precision Forensics Discount		(\$855.00)	(\$855.00)
19					
				Sub Total:	\$16,227.00
				Optional Equipment Total:	
				Pre-Tax Total:	\$16,227.00

Optional Equipment & Accessories				
Item	Part No.	Description	Qty	Unit Price
A				
B				
C				
D				

Additional Notes:

- * Quotation is valid for fourteen (14) business days and subject to product inventory and/or availability.
- * Pricing shown above does not include any applicable sales taxes and/or shipping costs, all of which is the customer's responsibility.
- * Standard warranty on new equipment is 2 years for Robotics Equipment and 1 year for GNSS and Data Collectors. Precision Products is a factory-authorized service center for these products. **No standard warranty is offered for demo and/or used equipment.**
- * Payment Terms: Dependent upon package configuration. Financing options may be available; consult me for details.
- * Please contact me if you have other questions or need additional information. Thank you for the opportunity to present this proposal!

Signature (Authorized Person, Morristown Police) _____ Date _____

Signature (Adam Johnston, Precision Products) _____ Date _____

Customer P.O. # _____

Precision Products, LLC
 Adam Johnston
 Email: adam12@yourprecision.com

The City of Morristown

Memorandum

From the Fire Department



TO: Mayor Gary Chesney
City Council

FROM: Clark Taylor, Chief

DATE: October 18, 2023

RE: Disciplinary Action

I am requesting confirmation of a disciplinary action against a Firefighter. I am requesting this action based upon an infraction of the City's Drug Free Workplace Policy. The Firefighter will receive a 3 Shift (72 Hour) suspension. Will be on probation for 12 months, and subject to monthly drug screens.

If you have questions or would like additional details, please contact me.

Thank you,

Clark Taylor
Fire Chief