

Pre-Meeting WORK SESSION

September 7, 2021

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

September 7, 2021

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 17, 2021

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3694
Entitled an Ordinance to amend the Municipal Code of the City of
Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee
Tax Parcel ID # 032034P B 00300, from CB (Central Business District) to IB
(Intermediate Business District) (W. Morris Blvd. and S. Cumberland St.).

2. Ordinance No. 3695
Being an Ordinance of the City Council of Morristown, Tennessee amending
Title 16 of the Morristown Municipal Code and Establishing a Traffic
Calming Installation Policy.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 8-22

A Resolution of the City Council of the City of Morristown, Tennessee authorizing the City of Morristown to participate in the Public Entity Partners' James L. Richardson "Driver Safety" Matching Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

To amend Ordinance Number 3689, The City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 and to reclassify funds totaling \$8,450; necessary to appropriate additional funds to the Morristown-Hamblen Library. This Amendment does not increase total appropriations.
{Public Hearing Date September 21, 2021}

9-c. Awarding of Bids/Contracts

1. Approval of the contract between the City of Morristown and the Hamblen County Board of Education for four (4) full-time, as staffing allows, School Resource Officers (SRO) for Fiscal Year 2021-2022.
2. Approval to accept the proposal for HVAC Preventive Maintenance from Cook's Mechanical Services and to allow Tony Cox, City Administrator to enter into a contract.
3. Approval to accept the recommendation from LDA Engineering to award the best and lowest bid to East Tennessee Turf & Landscape for the Downtown Water Mains three phase project in a total amount of \$537,136.
4. Approval to accept the proposal from Mitch Cox Construction, Inc. with option #2 from East Tennessee Turf and Landscape for the Thompson Creek Road Construction project and allow Tony Cox, City Administrator to enter into a contract with Mitch Cox Construction.
5. Approval of Task Order from Mattern & Craig for Engineering Services for the Thompson Creek Road Construction project in the amount not to exceed \$90,000.
6. Approval to accept the proposal from LDA Engineering in the amount of \$15,500 for professional services for the design and bidding of resurfacing tennis courts located at Frank Lorino Park.
7. Approval of PO# 22000583 for the purchase of equipment for the new fire truck from Municipal Emergency Services, Inc. via Sourcewell Contract No. 040220.

8. Approval of PO# 22000582 in the amount of \$102,001 to Wavetronix LLC for the purchase of traffic sensors for the Public Works Department. Wavetronix is the sole source provider for these traffic devices.
9. Approval of PO# 22000580 in the amount of \$29,680 and PO# 22000581 in the amount of \$70,120 to Ford of Murfreesboro for the purchase of three (3) pickup trucks for Public Works via Statewide Contract No. 209.
10. Approval of PO# 22000584 for the purchase of a Paint Truck from EZ Liner, a division of Vogel Traffic Services, Inc, in the amount of \$183,366 for the Public Works Department. This purchase is being made via Sourcewell Contract No. 052417-EZL.
11. Approval of Change Order No. 2 from Bewley Construction for the Multiple Storm Water Projects in an amount of \$20,037.40 to close out project.
12. Approval of Contract Amendment for the Tennessee Department of Transportation Consolidated Planning Grant.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Morristown-Hamblen Library Board for a three (3) year term expiring July 1, 2024. Term expiring: Dwayne Nelson.

9-e. New Issues

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
Post-Meeting Work Session
September 7, 2021**

1. Downtown Peavine Alley

City Council Meeting/Holiday Schedule.

September 6, 2021	Monday		City Employee's Holiday – Labor Day
September 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
October 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Employee's Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24, 2021	Friday		City Employee's Holiday – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
AUGUST 17, 2021**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, August 17, 2021, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter. Absent: Ken Smith.

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

Councilmember Pedigo made a motion to approve the August 3, 2021 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to open the agenda and add Resolution 7-22 Morristown-Hamblen Library funding as item 9-a-3. Councilmember A'Hearn 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. 3690.02; No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 3690.02 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3689.02

An Ordinance to amend Ordinance No. 3689, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022, and to appropriate donations made from Weigel's to the Fire Department \$1,500 and Police Department \$1,500.

Councilmember Senter made a motion to approve Resolution No. 5-22. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution No. 05-22

A Resolution of the City Council of the City of Morristown, Tennessee to rename a Public Right-of-Way within the city limits of Morristown from Howell Road to Faith Lane.

August 17, 2021

Councilmember A'Hearn made a motion to approve Resolution No. 6-22. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 06-22

A Resolution of the City Council of the City of Morristown, Tennessee requesting the United States Census follow the OMB decision and leave their definition of Urbanized Areas as is.

Councilmember Senter made a motion to approve Resolution No. 7-22. Councilmember Al A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution No. 7-22

A Resolution of the City Council of the City of Morristown, Tennessee confirms its intent to Increase the Appropriation to the Morristown-Hamblen Library in the amount \$8,450.

Councilmember Pedigo made a motion to approve Ordinance No. 3694 on first reading and schedule a public hearing relative to final passage of said ordinance for September 7, 2021. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3694

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034P B 00300, from CB (Central Business District) to IB (Intermediate Business District) (W. Morris Blvd. and S. Cumberland St.).

Councilmember A'Hearn made a motion to approve Ordinance No. 3695 on first reading and schedule a public hearing relative to final passage of said ordinance for September 7, 2021. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3695

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 16 of the Morristown Municipal Code and Establishing a Traffic Calming Installation Policy.

Councilmember Senter made a motion to accept the recommendation from BurWil Construction and Sports Facilities Company (SFC) to reject the Scoreboard Bid for Morristown Landing and re-bid. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

August 17, 2021

Councilmember Bivens made a motion to approve PO # 22000414 in the amount of \$12,988 for the purchase of a fire hose for the new fire truck from Municipal Emergency Services, Inc. purchased via Sourcewell Contract No. 040220. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the proposal from LDA Engineering to provide General Services for Stormwater projects in an amount not to exceed \$40,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Task Order to Path Construction for the construction of a building on the Police Impound lot in an amount of \$82,807. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to appoint Dawn Cantwell and reappoint Terry Rust to the Morristown Tree Board for a three-year term expiring September 18, 2024. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Nigel Reid spoke.

Mayor Gary Chesney adjourned the August 17, 2021 Morristown City Council meeting at 5:24 p.m.

Mayor

Attest:

City Administrator

August 17, 2021

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: August 17th, 2021
SUBJECT: Rezoning from Central Business to Intermediate Business
Intersection of W. Morris Blvd. and S. Cumberland St.

BACKGROUND:

Staff has received a request to rezone a parcel located at southwest intersection of S. Cumberland Street and W. Morris Boulevard from Central Business (CB) to Intermediate Business (IB).

This parcel is slightly over an acre in size and is currently vacant. It has the Farmers Market and Petsense across W. Morris Blvd., Dairy Queen to the west, Don's Service Center across S. Cumberland St., and a vacant building to the south. The applicant has stated that they are seeking to place a car wash at this location, which is not permitted in the Central Business District but is permissible in the Intermediate Business District. CB zoning is to the north, east, and west but it does contain IB zoning to the adjoining property to the south and throughout the S. Cumberland corridor.

Although it is zoned CB, this location is on a 4-lane highway and the neighboring properties to the west are all suburban in development style.



Prior to any development on this site, the developer will have to submit a plan that meets all applicable city requirements.

RECOMMENDATION:

Due to the characteristics of the location and the adjoining property to the south being zoned Intermediate Business, staff recommends approval of this request. Planning Commission voted 8-0 in support of this request at their August meeting.

ORDINANCE NO. 3694,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034P B 00300, from CB (Central Business District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from CB (Central Business District) to IB (Intermediate Business District);

Being Lot 3 of The Joe Gibson, Jr. Subdivision plat recorded in platbook K page 162 at the Hamblen County Courthouse.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) uses exclusively.

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

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

Passed on first reading the 17th day of August 2021.

Mayor

ATTEST:

City Administrator

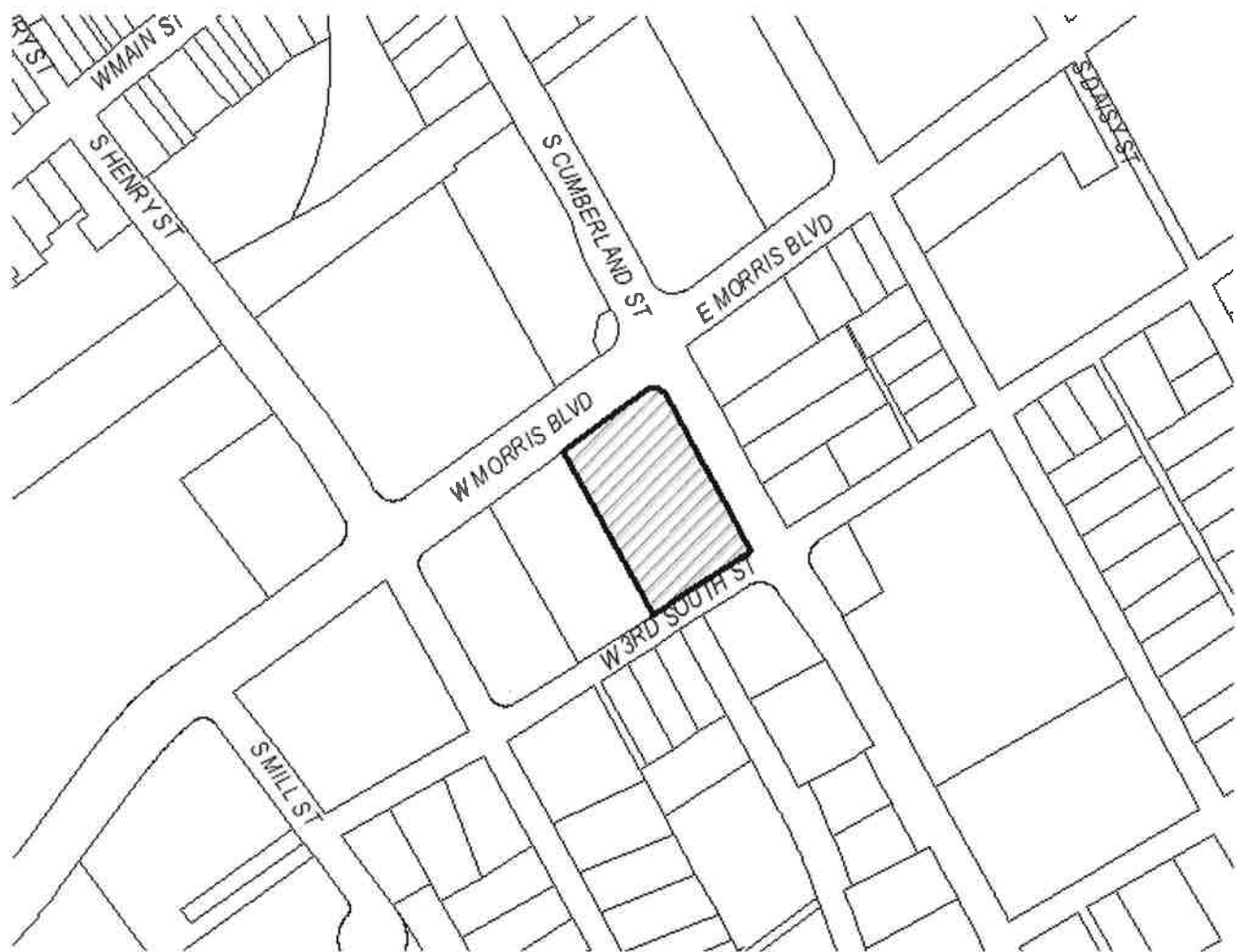
Passed on second and final reading the 7th day of September 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



**ORDINANCE NO. 3695,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 16 OF THE
MORRISTOWN MUNICIPAL CODE AND ESTABLISHING A TRAFFIC
CALMING INSTALLATION POLICY.**

Be it ordained by the City Council for the City of Morristown that additional text is hereby added to Title 16 of the Morristown Municipal Code as follows:

“TITLE 16 - STREETS AND SIDEWALKS, ETC.

Chapter 1 – General Regulations

Sec. 16-117. – Traffic Calming Devices.

A need has been determined by the City of Morristown to have traffic calming devices installed upon its streets. The City Council has hereby established and adopted a Traffic Calming Installation Policy. All traffic calming devices shall be installed in accordance with this Policy on file in the office of the City Administrator.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

Passed on First Reading this 17th Day of August 2021.

Mayor

Attest:

City Administrator

Passed on Second Reading this 7th Day of September 2021.

Mayor

Attest:

City Administrator



TRAFFIC CALMING INSTALLATION POLICY

A. GENERAL

Traffic Calming Devices are an effective and appropriate device for safely reducing vehicle speeds on certain types of streets when installed in accordance with the provisions of this policy. Private property is not covered under this policy.

For Traffic Calming Devices installations to be effective, they should be located selectively in accordance with defined engineering criteria for the purpose of improving documented speeding problems but **is not a guarantee that the street is a safe place for children to play**. Streets exist primarily for the passage of motor vehicles; hence residents, both adults and children, should exercise due care when in the roadway. Proper installation will also minimize driver frustration and encourage safe driving practices.

Installation of Traffic Calming Devices on streets other than local residential streets could have potentially severe traffic safety consequences, almost certainly affect emergency services and other service consequences, almost certainly create a diversion of large amounts of through traffic onto local residential streets, which were not intended for that purpose. Therefore, Traffic Calming Devices will not normally be considered for streets that are classified as collector streets or higher in the City's Major Street Plan, or which are determined to provide a transportation service to the community beyond that of simply providing access to the immediate abutting residences.

The purpose of this policy is to establish the circumstances and criteria under which Traffic Calming Devices will be considered for installation on a residential street. This policy also promotes reasonable opportunities for residents and property owners most affected by a proposed Traffic Calming Device to participate together in the process that leads to its installation. It also provides for a sharing of the Traffic Calming Device installation cost between the City and the neighborhood under certain conditions.

B. DEFINITIONS

For the context of this policy only:

1. **Low Density Residential Dwellings** - include single family houses, townhouses, and duplexes.
2. **Speed Bump** - is a geometric design feature of a roadway, consisting of a raised area in the roadway pavement surface extending transversely across the traveled way, whose primary purpose is to reduce the speed of vehicles traveling along that roadway.

3. **Traffic Speed Study** - will include the operational characteristics, and geometric characteristics of a typical day for 24hrs.
4. **Speed Hump** – is a Speed Bump with an unraised path for fire trucks and ambulances through the hump.
5. **Speed Table** - is a midblock traffic calming device that raises the entire wheelbase of a vehicle to reduce its speed. A Speed Table is longer than a speed bump and flat topped.
6. **Speeds** - are 85th percentile speeds, i.e., the speed at or below which 85 percent of vehicles are traveling.
7. **Typical Day** - is defined as Monday, Tuesday, Wednesday, Thursday and/or Friday.
8. **Street** - refers to the street length that must be petitioned. It is a 1000-foot segment generally centered on the proposed location of the Traffic Calming Device, or the length of the block, whichever is greater. If the 1000-foot segment extends into any part of an adjacent block, it includes the entire length of the adjacent block, unless separated by an intervening thoroughfare, traffic signal or offset intersection.

C. ELIGIBILITY REQUIREMENTS

All the following criteria must be satisfied for a street to be considered eligible for Traffic Calming Device installation.

1. **Petition.** A petition that documents that a minimum of two-thirds of the households in low-density residential dwellings on the street support its installation. In instances where Traffic Calming Devices will affect other roadways the requestor will be required to obtain a petition that documents that a minimum of two-thirds of the households along the total affected area are in favor of the Traffic Calming Device. Requester will be responsible for distribution and collection of all petitions.
2. **Location of the Street.** The land uses of the properties abutting the street where the Traffic Calming Device is proposed must be composed primarily of low-density residential dwellings.
3. **Operational Characteristics of the Street**
 - a. The street must be used to provide access to abutting low-density residential properties (local residential street).
 - b. There must be no more than one moving lane of traffic in each direction.
 - c. Traffic volumes must be more than 200 vehicles per day unless rare special circumstances exist for traffic issues.
 - d. Vehicle speeds must meet the Speed Criteria defined in Section D.2.
 - e. Traffic Team will initially approve all Devices and their locations. If approved, this recommendation will be submitted to the City Administrator for his/her approval. If approved, the recommendation will be sent to the City Council for final approval.
 - f. The street must not be classified on the City's Major Street Plan as a collector or greater.

- g. Paved travel ways that do not function as a street such as alleys, utility/access easements, parking lot circulation routes, and commercial service drives are not eligible for the installation of Traffic Calming Devices.

4. Geometric Characteristics of the Street.

- a. The street must have adequate sight distances to safely accommodate the hump as determined by the Public Works Department.
- b. The street must not have curves or grades that prevent safe placement of the hump. Traffic Control Devices may be located on streets that contain curves and/or grades, but the Device itself should not be located within a significant horizontal curve or on a vertical grade greater than eight percent.
- c. The street shall be paved. If there are no curbs, a special design must be used to prevent vehicle run-around.
- d. The street must have a history that shows the need for traffic calming. New Subdivision Developments should consider traffic calming methods other than Traffic Calming Devices and should consider Traffic Calming Devices only as a last resort and will be the sole responsibility of the developer.
- e. Private property in the City Limits is not governed or controlled by this Traffic Calming Device Installation Policy.
- f. In the case of areas with grid networks a comprehensive study of all affected roadways will need to be assessed.
- g. Traffic Calming Devices are designed to attract the attention of the driver. Therefore, the installation of a Traffic Calming Device within the limits of a school zone or in areas where pedestrians frequently cross a traveled way increases the chance of pedestrian vehicle conflict. Traffic Calming Devices shall not be installed in such areas.

D. COST RESPONSIBILITY

- 1. The requestor will be responsible for a non-refundable \$50 application fee for a Traffic Calming Device study. Should the City determine a Traffic Calming Device is warranted, the application fee will be deducted from monies due to the City for installation costs.
- 2. The cost for the Traffic Calming Device installation (including signs, pavement markings and, if necessary, special design features such as bollards, curbing or guardrail) may be shared between the City and residents according to how much the measured speed on the street exceeds the Speed Criteria as defined in this section. This cost sharing is defined as follows:

COST SHARING TABLE

85th PERCENTILE SPEED RESIDENTS' COST SHARE FOR CONSTRUCTION (BASED ON SPEED ABOVE POSTED)

5-6 mph	100%
7-8 mph	67%
9-10 mph	33%
>10 mph	0%

3. Allocation of the City's contribution will be made on a first come first served basis and constrained by annual funding.
4. The term "resident," when used in cost sharing does not necessarily refer to the petitioners. It is used to define the share of the cost that is not the responsibility of the City and could be paid by one or more of the residents or from other private sources. Notwithstanding the provisions of the foregoing cost-sharing table, Resident(s) may be able to expedite device installation by voluntarily paying the full installation cost.

E. TRAFFIC CALMING DEVICE REMOVAL AND ALTERATION

The process for Traffic Calming Device removal or alteration by residents will require a petition that documents that a minimum of two-thirds of adjacent property owners on the street support its removal. There is no City participation in cost sharing for the removal of the Traffic Calming Device. The City Administrator has the right to remove a Traffic Calming Device if he or she deems necessary, in which case all or a portion of the residents' cost to install the Traffic Calming Device will be refunded (less damage or/and depreciation).

F. TRAFFIC CALMING DEVICE LOCATION

1. A device must not be located in front of a property if the property owner objects to its placement.
2. The exact device location shall be determined by Engineering Dept/Consultant.
3. The device shall be located a minimum of 250' from the nearest intersecting street and at the property line.
4. The device shall not be located or constructed such that it interferes with the proper drainage of the street.
5. Traffic Calming Devices should not be located within 10' from the nearest driveway.

G. DESIGN STANDARDS AND PROCEDURES

The Public Works Department shall prepare and maintain current design standards and installation procedures for Traffic Calming Devices in accordance with this policy and/or Manual Uniform Traffic Control Devices (MUTCD) current regulations.

H. OWNERSHIP

When installed, the device will be part of the street infrastructure and become City property.

I. TRAFFIC CALMING DEVICE INSTALLATION PROCEDURES

1. The initial request for the installation of a Traffic Calming Device must originate from the residents living on the street. A request in writing from a resident or representative must be forwarded to the following address:

City of Morristown

**Traffic Team Request
for Traffic Calming
Device
P.O. Box 1499
Morristown, TN 37816**

2. A determination of eligibility based on a traffic study conducted at the subject site will be made in a timely manner.
 - a. If the street is determined not to be eligible, the applicant(s) will be given written notification of that determination and its reasons.
 - b. The decision may be appealed in writing to the City Administrator within 15 days of the notification date. The City Administrator will review the determination and respond to the applicant(s) within 30 days of the appeal request.
 - c. If the street is determined to be eligible for consideration, a meeting will be arranged between the applicant(s) and staff to define the petition area, the approximate Traffic Calming Device location range. The applicant(s) will be instructed to submit a petition indicating that a minimum of two-thirds of the low-density dwelling households on the street support the installation of a Traffic Calming Device as provided in the Traffic Calming Device policy.
 - d. The City reserves the right to install a Traffic Calming Device on any street it deems necessary without a petition from the adjacent property owners. Said Traffic Calming Device would be paid for by the City.
 - e. The City reserves the right to install other type of designs that will address the concern in question.
3. After verification of the petitions, the Department of Planning or Engineering will conduct the necessary traffic engineering studies and solicit comments and recommendations of other agencies. A determination of the street's eligibility for Traffic Calming Device installation will be made in a timely manner, based on the Traffic Calming Device policy.
 - a. If the street is determined not to be eligible for device installation, the applicant(s) will be notified in writing giving the reason.
 - b. The decision may be appealed in the same manner as in Section 2.
 - c. If the street is determined to be eligible, the street will be placed on a list of streets eligible for device installation.
 - d. The Traffic Team will make a determination of the total installation cost and the cost sharing responsibility of the residents, if applicable, according to the Traffic Calming Device policy.
4. Depending on the method used to pay for cost of Traffic Calming Devices the following shall apply:
 - a. Once a street is placed on the list of streets approved for device installation, the City will submit a statement to the representative of the residents for the cost of the Traffic Calming Device installation. Upon receipt of payment of the cost, the device will be installed as scheduling permits.
 - b. If full payment has not been received within six (6) months from the statement date, the street will be removed from the list of streets approved for installation and all monies received for construction, less the initial application fee, will be returned to the payer.
 - c. When the Morristown City Council has approved a budget amount for Traffic Calming Device installation, the Traffic Team will determine which installations, based on the calculated rating, will be funded from the budgeted amount. Representatives of the

applicants for all approved Traffic Calming Device installations will be notified of which requests have been funded for the coming fiscal year.

- d. Installations not included in the group to be funded may be approved if their full installation cost (including the City's share) is voluntarily paid by the requestor.

Examples of Speed Bump and Speed Hump

Figure 1.

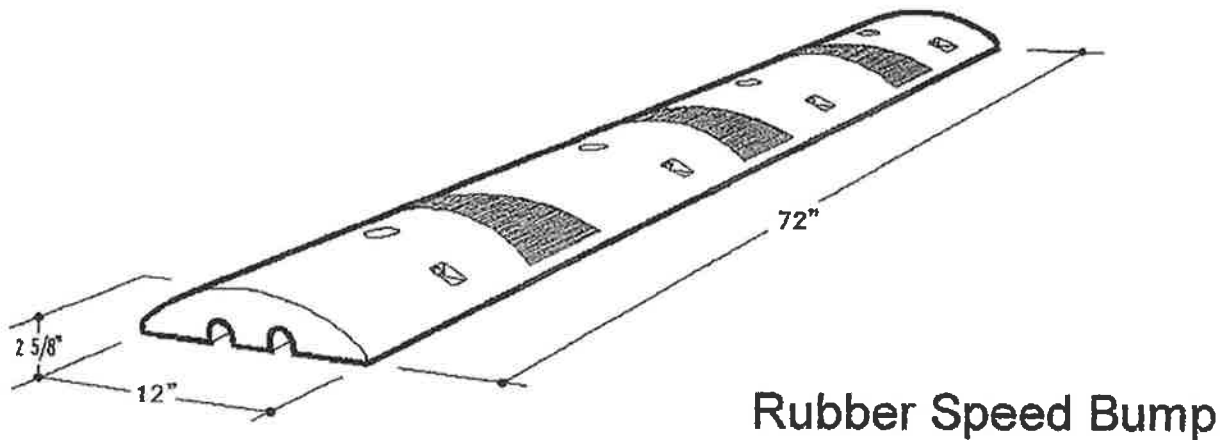


Figure 2. Common Shapes and Dimensions of Speed Humps

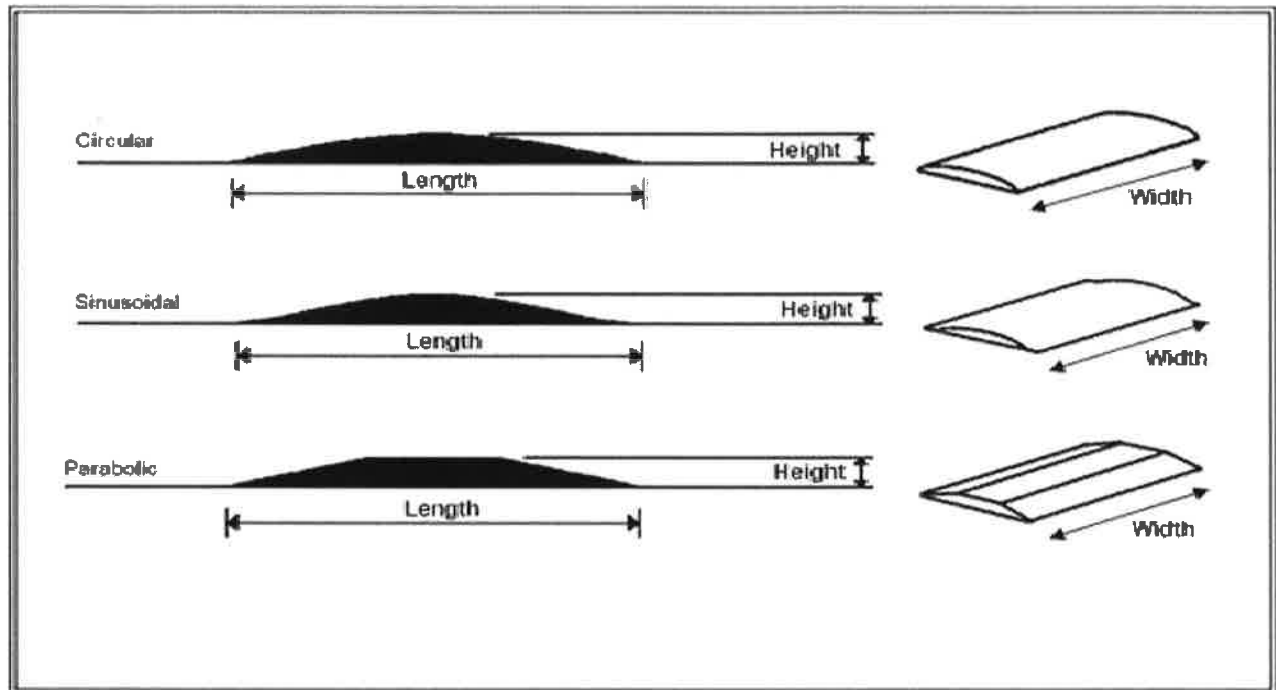
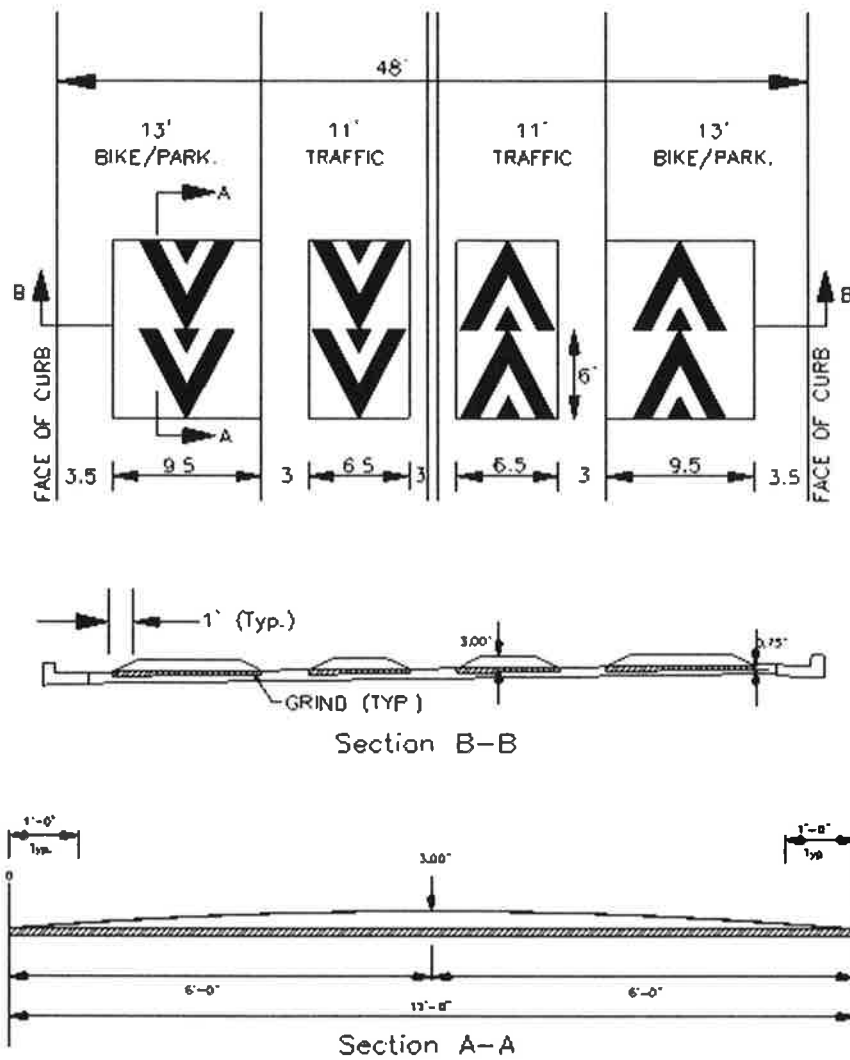


Figure 3. Speed Cushion Example



RESOLUTION NO. 8-22

**A Resolution of the City Council of the City of Morristown,
Tennessee authorizing the City of Morristown to participate in the
Public Entity Partners' James L. Richardson "*Driver Safety*"
Matching Grant Program.**

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seek to encourage the establishment of a safe workplace by offering a "*Driver Safety*" *Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a "*Driver Safety*" *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 7th day of September 2021.

Mayor

ATTEST:

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3689.03

TO AMEND ORDINANCE NUMBER 3689, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 AND TO RECLASS FUNDS TOTALING \$8,450; NECESSARY TO APPROPRIATE ADDITIONAL FUNDS TO THE MORRISTOWN-HAMBLÉN LIBRARY. THIS AMMENDMENT DOES NOT INCREASE TOTAL APPROPRIATIONS.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3689 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2021-2022 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE	FUND BALANCE	EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Other Agencies	81000.614	Public Library			\$ 8,450	
General (#110)	Mayor & City Council	41100.804	Council Contingency				\$ 8,450
			Totals	\$ -	\$ -	\$ 8,450	\$ 8,450

PASSED ON FIRST READING THIS 7th DAY OF SEPTEMBER 2021

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF SEPTEMBER 2021

Mayor Signature

ATTEST:

City Administrator Signature

AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This agreement made and entered into by and between the Hamblen County Board of Education (hereinafter "BOARD") and the Chief of Police and City of Morristown, Tennessee (hereinafter "CHIEF" and "CITY" or, collectively, as "CITY")

WITNESSETH:

The following recitals are deemed necessary as antecedents to this agreement:

The parties recognize that there are benefits to be derived by each party from cooperative programs;

The parties desire to implement a School Resource Officer (SRO) program which is designed to improve the lines of communication between the parties, provide assistance to schools in introducing instructional material, encourage discussion among students on topics of current interest, provide the additional security derived from having an officer present at school functions, as well as other benefits;

The parties desire to enter into an agreement defining the program and the rights and responsibilities of the parties in this program;

Now therefore, in consideration of the foregoing, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following agreement is made:

1. This document supersedes all previous School Resource Officer agreements.
2. The CITY shall provide the BOARD four full-time School Resource/DARE Officers, assigned by the BOARD to individual schools as deemed appropriate. The School Resource Officers shall be employees of the CITY, and the CITY shall have ultimate control and supervision over the School Resource Officers. The CITY shall be solely responsible for the pay and benefits for the School Resource Officers and shall be responsible for employment, discipline, and discharge of such officer. The BOARD shall reimburse to the CITY twenty thousand dollars (\$20,000) for each of the four School Resource Officers. The total amount the BOARD shall reimburse to the CITY is eighty thousand dollars (\$80,000) for four School Resource Officers.

3. The CHIEF shall select the persons to be designated as the School Resource Officers, but the BOARD may reject any such selection. The parties agree to cooperate to find officers acceptable to both parties.

4. The CHIEF shall be responsible for supervising and assigning the duties of the School Resource Officers. However, the BOARD shall work with the CHIEF in identifying the areas where the School Resource Officers are needed and to develop a schedule for the School Resource Officers. In addition, the BOARD shall provide an organization, or chain of command, to work with the School Resource Officers in implementing programs desired by the parties.

5. The School Resource Officers shall be assigned to schools on a full time basis, but their hours may be adjusted to permit attendance at certain extracurricular activities such as athletic contests, club meetings, etc. When school is not in session due to vacations, weather, or other reasons, the CHIEF may assign the School Resource Officers to other non-school-related tasks.

6. Among the duties and responsibilities of the School Resource Officers, but not limited to such activities, are the following:

- A. Act as instructors for specialized, short-term programs at schools;
- B. Be guest speakers at school and school-related functions;
- C. Recommend and assist in the implementation of programs designed to encourage law and order and discipline within the schools;
- D. Attend parent, faculty, and/or student meetings as indicated to ascertain needed programs in areas where involvement of a School Resource Officer could be beneficial;
- E. Be available for conferences with students, parents, teachers, and administrators to assist them with their responsibilities of law enforcement and crime prevention;
- F. Gain and maintain a familiarity with community agencies which offer assistance to young people and their families and recommend to the BOARD personnel referrals to such agencies as the School Resource Officer deems necessary or beneficial to students, faculty, and staff;
- G. Provide assistance to the BOARD in developing and implementing security plans and programs designed to encourage order and discipline in the schools;
- H. Maintain detailed and accurate records of daily operations of the School Resource Officer program and make recommendations and other reports of an instructional nature as required by the school administration or the CHIEF;
- I. Provide assistance as requested by BOARD officials in developing and maintaining discipline and order in the schools;
- J. Maintain confidentiality of all student records and other material deemed confidential under State and Federal law.

7. It is not intended that a School Resource Officer shall act as a school disciplinarian, although it is expected that the School Resource Officers will provide assistance in maintaining discipline and order in the schools. School Resource Officers shall not be used for regularly-assigned lunch duty, or other student monitoring duties. Nothing herein is intended to limit a School Resource Officer's authority as a law enforcement officer employed by the CITY.

8. The BOARD shall provide to each School Resource Officer the following materials and facilities:

- A. Access to a well-ventilated and properly-lighted private office which shall include a telephone to be used for general business purposes;
- B. A location where files and records can be properly secured;
- C. A desk with drawers, a chair, a work table, filing cabinets, and the requisite office supplies.

9. The CHIEF shall have full authority over the School Resource Officer program and may, subject to the BOARD's right to reject such assignment, assign a different officer as School Resource Officer at his discretion. The BOARD, or the administration of the BOARD, may reject any proposed School Resource Officer, but does not have the right to select the School Resource Officer. If a problem arises with a particular School Resource Officer, the BOARD may request that the officer be removed from the School Resource Officer program, but the ultimate decision in this regard shall rest with the CHIEF.

10. This agreement shall be effective for the period from July 1, 2021, until June 30, 2022. Either party may terminate the agreement, with or without cause, by giving the other party ninety (90) days written notice. If either party breaches any provision of this agreement, then the non-breaching party may terminate the agreement upon thirty (30) days written notice to the breaching party.

11. Notices and other communications required to be made under this agreement shall be effective when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows

To the BOARD:

Director of Schools
Hamblen County Department of Education
210 East Morris Boulevard
Morristown, TN 37813

To the CHIEF:

Chief of Police
Morristown Police Department
P. O. Box 1283
Morristown, TN 37816

To the CITY:

Mayor
City of Morristown
100 West First North Street
Morristown, TN 37814

12. The parties pledge their good faith efforts to cooperate in fulfilling the terms of this agreement and in developing and implementing the School Resource Officer program.

13. This agreement may not be assigned without the expressed written consent of the BOARD and the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the _____ day of _____, 20_____.

HAMBLETON COUNTY BOARD OF EDUCATION

BY: _____
Board Chair

BY: _____
Director of Schools

M. P. D. CHIEF OF POLICE

CITY OF MORRISTOWN, TENNESSEE

BY: _____

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: September 2, 2021

Agenda Item: Approval of Request for Proposal – HVAC Preventative Maintenance

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: HVAC Preventative Maintenance RFP

Background/History: The City of Morristown recently accepted request for proposals for an HVAC Preventative Maintenance contract for all units. A preventative maintenance schedule is needed to fully maintain each unit so that they run efficiently for the maximum life of the unit.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on July 28, 2021, and on July 30, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Tuesday, August 10, 2021, at 2:00 PM. We received three (3) responses.

Financial Impact: Preventative maintenance for HVAC units is appropriated for each fiscal year to maintain all current units. Due to the importance of maintaining the units, it was necessary that the City of Morristown select a contractor not by dollar amount alone, but also qualifications and expertise. The preventative maintenance costs as presented by the recommended firm in Year 1 and Year 2 of the contract is \$39,129 and \$39,129.

Action options/Recommendations: It is staffs' recommendation to accept the proposal from Cook's Mechanical Services and to allow Tony Cox, City Administrator to enter into a contract.

Attachment: Rankings and Contract

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: HVAC PREVENTATIVE MAINTENANCE
SUMMARY: FIRM RANKINGS

RANKING	ENTITY
1	Cook's Mechanical Services
2	J & F Mechanical
3	Gunter Construction



City of Morristown

Mechanical Investment Service Proposal

Date:
6/9/2020

Proposal Number:
P00543

Prepared for:
City of Morristown
100 W 1st NA
Morristown, TN 37814

Prepared by:
Kelly Vance
800-995-1388
kvance@cms-hvac.com

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

Cook's Mechanical Services
1565 Hwy. 75
PO Box 701
Blountville, TN 37617

Proposal Date: 6/9/2020

Proposal Number: P00543

Agreement Number:

Ph: 800-995-1388

Fax: 423-323-1565

Bill To Identity	Agreement Location
City of Morristown 100 W 1st NA Morristown, TN 37814 Attn: Ashley Ahl	City of Morristown 100 W 1st NA Morristown, TN 37814 Attn: Ashley Ahl

Cook's Mechanical Services will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: C-5 **SCHEDULES:** *Equipment Schedule *Air Filter Service

Agreement coverage will commence on 9/1/2020.

The Agreement price is \$39,129.00 per year, payable in advanced installments of \$3,260.75 per Month beginning on the effective date of through 6/30/2022.

This Agreement is the property of Cook's Mechanical Services and is provided for Customer's use only. Cook's Mechanical Services guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 2 years and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. 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.

Company

Signature Sales Consultant

Accepted for Company by: Signature

Name & Title

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date

C-5 Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

C-5 Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
7. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
8. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
9. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
10. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
11. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
13. Customer shall make available to Service Provider's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
14. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

15. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

17. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

Current Hourly rates in effect as of 10/1/2021 are \$90.00 Regular Time per hour and \$135.00 Overtime per hour. These rates are subject to adjustment.



LDA ENGINEERING

August 24, 2021

Mr. Tony Cox
City Administrator
City of Morristown
100 W. 1st North Street
Morristown, TN 37814

Mr. Mike Howard
Water Operations Manager
Morristown Utilities
433 W. 1st North Street
Morristown, TN 37814

Regarding: Results of Bid Opening
Downtown Water Mains

Tony/Mike,

Bids (rebid) for the referenced project were received and opened on August 19, 2021, in the Morristown Utilities conference room. Three (3) bids were received sealed and otherwise in proper order. The Bidders and their respective bids were as follows:

BIDDER	PHASE 1	PHASE 2	PHASE 3	TOTAL BID
East Tennessee Turf & Landscape	\$171,031.50*	\$229,638.50	\$146,466.00	\$547,136.00
Pipeline Construction	\$233,810.00	\$300,039.00	\$196,627.00	\$730,476.00
Morgan Contracting	\$585,940.22	\$753,718.98	\$542,297.06	\$1,881,956.26

*Included a \$515.00 math error.

We recommend that the contract be awarded to East Tennessee Turf & Landscape of Whitesburg, TN in the amount of \$547,136.00. A certified bid tabulation, original Bids, Bid Bonds, and other pertinent Bid documents are attached for your files.

If you have questions or comments relative to the project, please feel free to contact us.

Sincerely,

LDA Engineering

Steve Bostic

Steve Bostic, P.E.
Chief Engineer

**CITY OF MORRISTOWN
DOWNTOWN CORRIDOR IMPROVEMENTS, DOWNTOWN WATER MAINS, PHASE 1, 2, AND 3
CERTIFIED BID TABULATION**

				East TN Turf & Landscape		Pipeline Construction Co., Inc.		Morgan Contracting Inc.	
Phase 1				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	8-inch D.I.P. Water Main	350	LF	\$ 215.00	\$ 75,250.00	\$ 330.00	\$ 115,500.00	\$ 890.00	\$ 311,500.00
2	Connection to Exist. 6-inch Main	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 13,000.00	\$ 26,000.00	\$ 28,347.00	\$ 56,694.00
3	8-inch Restraining Gaskets	20	EA	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00	\$ 1,456.00	\$ 29,120.00
4	Box Culvert Crossing	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 86,000.00	\$ 86,000.00
5	8-inch Mechanical Joint Restraints	10	EA	\$ 400.00	\$ 4,000.00	\$ 400.00	\$ 4,000.00	\$ 958.00	\$ 9,580.00
6	Pipe Trench Pavement Repair (Maximum 7' Width)	2,500	SQ FT	\$ 5.00	\$ 12,500.00	\$ 1.00	\$ 2,500.00	\$ 12.00	\$ 30,000.00
7	Pavement Mill & Overlay	3,900	SQ FT	\$ 7.00	\$ 27,300.00	\$ 5.00	\$ 19,500.00	\$ 11.00	\$ 42,900.00
8	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,080.00	\$ 3,080.00
Subtotal					\$ 166,050.00		\$ 227,000.00		\$ 568,874.00
Owner's Contingency					\$ 4,981.50		\$ 6,810.00		\$ 17,066.22
TOTAL BID					\$ 171,031.50		\$ 233,810.00		\$ 585,940.22

				East TN Turf & Landscape		Pipeline Construction Co., Inc.		Morgan Contracting Inc.	
Phase 2				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	8-inch D.I.P. Water Main	470	LF	\$ 245.00	\$ 115,150.00	\$ 350.00	\$ 164,500.00	\$ 870.00	\$ 408,900.00
2	Connection to Exist. 6-inch Main	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 14,000.00	\$ 28,000.00	\$ 31,525.00	\$ 63,050.00
3	8-inch Restraining Gaskets	26	EA	\$ 200.00	\$ 5,200.00	\$ 300.00	\$ 7,800.00	\$ 1,456.00	\$ 37,856.00
4	Box Culvert Crossing	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 86,000.00	\$ 86,000.00
5	8-inch Mechanical Joint Restraints	20	EA	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00	\$ 958.00	\$ 19,160.00
6	Pipe Trench Pavement Repair (Maximum 7' Width)	3,500	SQ FT	\$ 5.00	\$ 17,500.00	\$ 1.00	\$ 3,500.00	\$ 12.00	\$ 42,000.00
7	Pavement Mill & Overlay	5,200	SQ FT	\$ 4.25	\$ 22,100.00	\$ 5.00	\$ 26,000.00	\$ 11.00	\$ 57,200.00
8	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 17,600.00	\$ 17,600.00
Subtotal					\$ 222,950.00		\$ 291,300.00		\$ 731,766.00
Owner's Contingency					\$ 6,688.50		\$ 8,739.00		\$ 21,952.98
TOTAL BID					\$ 229,638.50		\$ 300,039.00		\$ 753,718.98

				East TN Turf & Landscape		Pipeline Construction Co., Inc.		Morgan Contracting Inc.	
Phase 3				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	8-inch D.I.P. Water Main	370	LF	\$ 210.00	\$ 77,700.00	\$ 330.00	\$ 122,100.00	\$ 870.00	\$ 321,900.00
2	Connection to Exist. 6-inch Main	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 13,000.00	\$ 26,000.00	\$ 32,866.00	\$ 65,732.00
3	8-inch Restraining Gaskets	22	EA	\$ 200.00	\$ 4,400.00	\$ 300.00	\$ 6,600.00	\$ 1,456.00	\$ 32,032.00
4	8-inch Mechanical Joint Restraints	11	EA	\$ 400.00	\$ 4,400.00	\$ 400.00	\$ 4,400.00	\$ 958.00	\$ 10,538.00
5	Pipe Trench Pavement Repair (Maximum 7' Width)	2,800	SQ FT	\$ 5.00	\$ 14,000.00	\$ 1.00	\$ 2,800.00	\$ 12.00	\$ 33,600.00
6	Pavement Mill & Overlay	4,100	SQ FT	\$ 7.00	\$ 28,700.00	\$ 5.00	\$ 20,500.00	\$ 11.00	\$ 45,100.00
7	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 17,600.00	\$ 17,600.00
	Subtotal				\$ 142,200.00		\$ 190,900.00		\$ 526,502.00
	Owner's Contingency				\$ 4,266.00		\$ 5,727.00		\$ 15,795.06
TOTAL BID					\$ 146,466.00		\$ 196,627.00		\$ 542,297.06

BID SUMMARY					
		East TN Turf & Landscape		Pipeline Construction Co., Inc.	Morgan Contracting Inc.
Phase 1		\$ 171,031.50		\$ 233,810.00	\$ 585,940.22
Phase 2		\$ 229,638.50		\$ 300,039.00	\$ 753,718.98
Phase 3		\$ 146,466.00		\$ 196,627.00	\$ 542,297.06
Total All Three Phases		\$ 547,136.00		\$ 730,476.00	\$ 1,881,956.26

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


 Steve Bosic, PE AGRICULTURE


NOTE: HIGHLIGHTED CELLS INDICATE A MINOR MATH ERROR (\$515.00) THE CORRECTED TOTAL IS SHOWN.



Morristown City Council Agenda Item Summary

Date: September 2, 2021

Agenda Item: Approval of Request for Proposal - Thompson Creek Road Construction

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: Thompson Creek Road Construction RFP

Background/History: The City of Morristown has identified the need of a new road to connect to the existing Thompson Creek Road from Crockett Trace Drive to provide additional access to new development properties. The road will be a three-lane, asphalt paved road, which shall include a ten-foot multi-use pathway and a five-foot sidewalk.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on August 19, 2021, and on August 22, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Tuesday, August 31, 2021, at 2:00 PM. We received one (1) response, which met the specifications and requirements of the RFP. Within the response, the proposer gave the option of three contractors. The selection committee evaluated the proposal based on each option given by the proposer.

Financial Impact: Funds have been appropriated in the 20-21 budget.

Action options/Recommendations: It is staffs' recommendation to accept the proposal from Mitch Cox Construction, Inc., with option #2 from East Tennessee Turf and Landscape, and to allow Tony Cox, City Administrator to enter into a contract with Mitch Cox Construction.

Attachment: Rankings

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: THOMPSON CREEK ROAD CONSTRUCTION
SUMMARY: RANKINGS

RANKING	Proposal Options from Mitch Cox Construction, Inc.
1	Option #2; Mitch Cox Construction/East Tennessee Turf & Landscape
2	Option #3; Mitch Cox Construction/Summers-Taylor, Inc.
3	Option #1; Mitch Cox Construction/Baker's Construction & Excavation Company



Morristown City Council Agenda Item Summary

Date: September 2, 2021

Agenda Item: Thompson Creek Road Construction

Prepared by: Larry Clark, Assistant City Administrator

Subject: Task Order with Mattern & Craig for Thompson Creek Road Construction

Background/History: The City of Morristown recently sought proposals for the design and build of a new road to connect to the existing Thompson Creek Road from Crockett Trace Drive. The road will be a three-lane, asphalt paved road, which shall include a ten-foot multi-use pathway and a five-foot sidewalk.

Findings/Current Activity: The City of Morristown is seeking approval of a Task Order with Mattern & Craig to provide engineering services of the project. The services will include, but may not be limited to, bid review, coordination with contractor, review of plans during the design process, and construction oversight during the construction process.

Financial Impact: Funds are available in the 2021-2022 fiscal year budget.

Action options/Recommendations: It is staffs' recommendation to accept the Task Order from Mattern & Craig in the amount not to exceed \$90,00.00.

Attachment: Task Order.

Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the reconstruction of Thompson Creek Road, in the City of Morristown (OWNER).

The OWNER requested, with previous Task Order 1, that the ENGINEER provide engineering services for the design of improvements to Thompson Creek Road, from East Morris Boulevard to approximately 570 Thompson Creek Road. After further study, the OWNER intends to extend the roadway improvements, from approximately 570 Thompson Creek Road to the existing roadway beside the Ultimate Shine Car Wash, along Crockett Square Drive (approximately 0.25 miles). The ENGINEER provided a conceptual layout, included herein as Exhibit A1, that depicts the overall project, broken into 2 phases, with “phase 1” being the 0.25 mile section described above.

The OWNER has solicited bids for a design-build project, to construct “phase 1” of the project, and has requested that the ENGINEER provide engineering services to act as the City’s agent. The ENGINEER proposes to provide services that include, but may not be limited to, the following:

- Assist the OWNER with reviewing bids and proposals received from their request.
- Coordinate with the successful bidder, during the design process.
- Review engineering plans for the roadway, during the design process.
- Provide construction oversight, during construction of the project.

Fee and Expenses

The ENGINEER will perform the services described above on an as-needed basis, as requested by the OWNER. Services will be billed at current hourly rates, plus any direct expenses, as described on the attached Exhibit A2, with the amount not to exceed **\$90,000** without prior authorization. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the OWNER.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown’s Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 001 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **Mattern & Craig, Inc.**, and “Owner” shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of
 Larry Clark or provide alternative address).

The Effective Date of Task Order 002 is _____, 2021.

OWNER:

ENGINEER:

By: _____

By: Randy W. Beckner

Name: _____

Name: Randy W. Beckner, P.E.

Title: _____

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

By: _____

By: Jason Carder

Name: Larry Clark

Name: Jason Carder, P.E.

Title: Assistant City Administrator

Title: Project Manager

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

lclark@mymorristown.com

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-585-4617

Phone: 423-245-4970

Fax: 423-586-4661

Fax: 423-245-5932

EXHIBIT A2 - Standard Billing Rate Table
Mattern & Craig

Thompson Creek Road - Design-Build Oversight
City of Morristown
August 20, 2021

Employee Types	Employee Type (Category) Billing Rate (\$/Hr.)
Sr. Principal	\$ 245.00
Principal	\$ 210.00
Sr. Division Manager	\$ 200.00
Business Development Manager	\$ 175.00
Division/Office Manager	\$ 175.00
Sr. Engineering Specialist	\$ 170.00
Business Development Coordinator	\$ 165.00
Sr. Project Manager	\$ 160.00
Project Manager	\$ 145.00
Business Manager	\$ 140.00
Engineering Specialist	\$ 130.00
Sr. Construction Manager	\$ 130.00
Sr. Survey Manager	\$ 125.00
Lead Project Engineer	\$ 120.00
Survey Manager	\$ 120.00
Construction Manager	\$ 120.00
Survey Supervisor	\$ 115.00
Project Engineer	\$ 105.00
Sr. Engineering Technician	\$ 100.00
Sr. Design Technician	\$ 95.00
Associate Engineer	\$ 95.00
Graduate Engineer	\$ 85.00
Sr. Resident Project Representative (Sr. RPR)	\$ 85.00
Accounting Coordinator	\$ 85.00
Marketing Coordinator	\$ 80.00
Survey Crew Chief	\$ 80.00
Billing Specialist	\$ 75.00
Sr. Administrative Assistant	\$ 75.00
Resident Project Representative (RPR)	\$ 70.00
Marketing Assistant	\$ 70.00
Design Technician	\$ 70.00
Survey Field Technician II	\$ 65.00
Assistant RPR	\$ 60.00
Accounting Assistant	\$ 60.00
Administrative Assistant	\$ 60.00
Survey CAD Technician	\$ 60.00
Survey Field Technician I	\$ 55.00
Intern	\$ 45.00

Employee Type (Category) Billing Rates listed above are valid through May 31, 2022. On June 1, 2022, Employee Type (Category) Billing Rates may be adjusted to meet market conditions.

Vehicle mileage will be charged at the published Std. IRS Mileage rate unless modified by individual contract language. All other Direct Project Expenses (i.e., Copying, Shipping, Postage, Meals, Lodging, Supplies, etc.) will be invoiced at cost. All subconsultants charges will be invoiced at a rate of 1.15 times the amount of the subconsultant's invoice.



THOMPSON CREEK ROAD IMPROVEMENTS CONCEPTUAL LAYOUT	
Vertical Scale: N/A	
Horizontal Scale: 1" = 100'	
Compass on Number: 3238F	
Sheet No: A1	
MORRIS TOWN, TN	
 Mallam & Craig ENGINEERING 480 CAT STREET ANDOVER, TN 37015 615-422-4400 FAX 615-422-4400	
Drawn By: [blank]	Check By: [blank]
Design By: [blank]	Reviewed By: [blank]
City/County: [blank]	Date: [blank]



Morristown City Council Agenda Item Summary

Date: September 1, 2021

Agenda Item: Frank Lorino Park Tennis Courts

Prepared by: Larry Clark, Assistant City Administrator

Subject: Proposal from LDA Engineering for Frank Lorino Park Tennis Courts

Background/History: The City of Morristown previously looked at completely reconstructing the tennis courts and sought bids. At that time, the bid received was overbudget and was rejected.

Findings/Current Activity: The City of Morristown is seeking approval to contract with LD&A to engineer repairs to the existing courts and to extend the life at their current location. This will not include a complete tear-down or replacement of existing courts. The scope of work will include the resurfacing, crack sealing, and coating of (8) eight courts and a tennis practice wall area.

Financial Impact: Funds are available in the 2021-2022 fiscal year budget.

Action options/Recommendations: It is staffs' recommendation to accept the proposal from LDA Engineering in the amount of \$15,500.00 for professional services for the design and bidding of resurfacing tennis courts.

Attachment: Proposal

September 1, 2021

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

Reference: Frank Lorino Park Tennis Courts
Morristown, Hamblen County, Tennessee

Mr. Clark,

We appreciate the opportunity to provide you with a proposal to provide professional services for design of a project to update the tennis courts at Frank Lorino Park. This work will include the resurfacing, crack sealing and coating of eight courts and a tennis practice wall area.

I. Basic Engineering Services: Services to be provided in this proposal shall include:

1. Limited survey to establish work areas and information to calculate quantities;
2. Prepare Civil/Site Plan Package to include:
 - Site location.
 - Area of work.
 - Site/civil details.
 - Project Manual to include specifications and bidding documents.
3. Bidding services including rendering assistance in obtaining bids, attending bid opening, make an analysis of the bids received, make recommendations on awards of the contract(s), render assistance in award of the contract(s) and assembly of the contract(s).
4. Services during construction to include preconstruction meeting, answering contractor questions during construction, processing change orders and pay application and closing out the project.
5. Resident Project Representation to include providing a part time inspector on site to monitor contractor's work. Anticipate this being a 45-day duration construction contract and the RPR averaging 1.5 hours per day on project.

II. Fees: Fees for the services outlined above shall be completed for on a lump sum basis for each service as follows:

1. Limited surveying	\$ 1,000
2. Prepare Civil/Site Plan Package and Project Manual	\$ 4,500
3. Bidding Services	\$ 3,000
4. Services during Construction	\$ 2,000
5. Resident Project Representation	<u>\$ 5,000</u>
Lump Sum Total	\$ 15,500

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Any responsibility for any utilities not shown on utility maps provided to LDA or marked by the respective utility owners based upon a Tennessee One Call locate request;
- Environmental Site Assessment, burial ground investigation, or wetland delineation;
- Geotechnical Engineering and/or Environmental Permitting;
- Utility(ies) relocation and/or off-site utility design;
- Structural Design for retaining walls;
- Application, recording and/or Permit Fees;
- Other items not outlined in Basic Services.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in purple ink, appearing to read "Steve Drummer", followed by a long horizontal line.

Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000583-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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MUNICIPAL EMERGENCY SERVICES, INC.
6701-C NORTHPARK BLVD

CHARLOTTE, NC 28216

S
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T
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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
800-868-8584		704-599-4605	22000610		
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/01/21	003573				42240
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	12544.00000	12,994.00
002	EQUIPMENT FOR NEW FIRE ENGINE PURCHASED VIA SOURCEWELL CONTRACT NO. 040220 New Engine APEX 4 Point Deluxe Kit Item #APX-4PTX 42240-419		1.00 EACH	1729.00000	1,989.00
003	AUTO X CRIB TOOL KIT - KIT B, ITEM AUTO-X-KIT-B 42240-419		1.00 EACH	84.00000	99.00
	4' DRYWALL HOOK, HIVIZ YELLOW HANDLE W/D-HANDLE, ITEM PLY-4DH-D 42240-419				99.00
	Total Freight				725.00
				PO Total	15,082.00

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date

VENDOR COPY

**Solicitation Number: RFP #040220****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln., 2nd Floor, Sandy Hook, CT 06482 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell'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 Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 4:59 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans

Title: Contract Administrator

Date: 5/5/2020 | 5:10 PM CDT

Approved:

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

Title: Executive Director/CEO

Date: 5/5/2020 | 5:13 PM CDT

RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

Submission Details

Created On:	Tuesday March 17, 2020 14:42:29
Submitted On:	Tuesday March 31, 2020 13:31:19
Submitted By:	Seth Cosans
Email:	seth.cosans@mesfire.com
Transaction #:	7c771148-545f-4664-bab8-9fd382eb0216
Submitter's IP Address:	173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to include: equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to: Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches, Fire pumps including skid units, portable pumps, compressed air foam systems, Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars, Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts, Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags, Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits, Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges	*
9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and has been working to grow with great contracts like Sourcwell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor.. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certifications standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Promotion from Sourcwell in concert with MES would be very important to all its membership. Sourcwell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcwell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcwell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcwell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - MES Audited Financials 2018 FS.pdf - Tuesday March 24, 2020 09:25:05
 - [Marketing Plan/Samples](#) - MES Sourcewell 04022020 Marketing plan.doc - Monday March 30, 2020 17:38:32
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell 0402 Warranty.doc - Monday March 30, 2020 17:38:44
 - [Pricing](#) - SW MES PL 04022020.zip - Monday March 30, 2020 17:35:02
 - [Additional Document](#) - MESWEL~1.PDF - Tuesday March 24, 2020 09:25:15

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220 Thu March 19 2020 10:41 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220 Wed March 4 2020 11:38 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220 Wed February 19 2020 03:16 PM	<input checked="" type="checkbox"/>	2



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000582-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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WAVETRONIX LLC
78 E 1700 S

PROVO, UT 84606

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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
801-734-7241			22000630	MATTHEW MANNING	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/01/21	007271				43190
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	102000.00000	102,001.00
	QUOTE NUMBER# QUO-10017-Q0J4N2		EACH		
	43190-365		102,001.00		
	Total Freight		1.00		
				PO Total	102,001.00

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)



DATE: 08/12/2021

TO: Mr. Matthew Manning
City of Morristown
619 Howell Road
Morristown, TN 37813

FROM: Wavetronix, LLC
COMPANY

Steve Rojik
NAME

Regional Sales Manager
TITLE

RE: SOLE SOURCE DECLARATION
Product/Service: Wavetronix Advance and Matrix Radar Sensors
Supplier: Wavetronix, LLC
Address: 78 E 1700 S, Provo, UT, USA 84606

Mr. Manning:

We hereby declare and affirm in good faith and to the best of our knowledge after exhaustive study that the products and/or services requested for purchase are impossible of award by competitive bidding due to the unique and/or proprietary nature of said product or service, the accrued critical and necessary functional benefits of the aforementioned unique characteristics being essential to the performance-based expectations inherent in the purchase decision, and as a consequence of the absence of a functionally equivalent product or service sufficient of fulfilling the mission-sensitive needs and expectations or alternative source for the purchase of said product or service.

I. UNIQUE CHARACTERISTICS:

The requested product or service consists of the following unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features deemed elemental, necessary and essential to the function, performance or mission-related accomplishment for which this purchase is initiated:

- a. Advance Extended Range:
 - i. Installed City of Morristown Advance Extended Range Detection Sensors are manufactured solely by Wavetronix.
 - ii. Dilemma Zone Protection including high profile vehicles
 - iii. Dynamic ETA Tracking
 - iv. Patented SafeArrival technology

b. Matrix:

- i. Installed City of Morristown Matrix Detection Sensors are manufactured solely by Wavetronix.
- ii. Patented Digital Wave Radar 16 Beams
- iii. True Presence Radar Detection
- iv. Up to 10 lanes and 16 channels of detection simultaneously
- v. We use the full transmit signal bandwidth of 245Mhz

II. FUNCTIONAL APPLICABILITY TO MISSION

The unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features inherent in the requested product or service are elemental, necessary, and essential to the function, performance or mission-related accomplishment of the City of Morristown as related to the purposes for which this product or service is purchased, as follows:

- a. Non-Intrusive, Radar Based detection to allow superior detection in all-weather elements to include Fog, poor lighting, zero visibility, snow, rain, wind, glare, and shadowing effects.

III. ABSENCE OF COMPETITIVE PRODUCT OR SERVICE ALTERNATIVE

We hereby affirm in good faith that to the best of our knowledge, after exercising due diligence in our attempts to locate alternate sourcing opportunities, that no other manufacturer, distributor, or provider exists who can sell, deliver or service within the State of Tennessee a comparable competitive product or service capable of accomplishing the declared functional and productive expectations of the City of Morristown as relates to the purposes for this purchase.

IV. ABSENCE OF ALTERNATIVE SOURCING

Wavetronix, LLC, the manufacturer, sells directly to end-users in Tennessee. We attest that no reseller or manufacturer's representative has an agreement with Wavetronix, LLC to exclusively sell, distribute, service or solicit sales for the foregoing product or service for sales within the geographical confines of the State of Tennessee, or within the prescribed local geographic area of the State of Tennessee.

Thank you for your immediate and affirmative attention. Respectfully,



Steve Rojik
Regional Sales Manager



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000580-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF F MURFREESBORO
1550 NW BROAD STREET

MURFREESBORO, TN 37129

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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
			22000863	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/01/21	008830				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	29680.00000	29,680.00
			EACH		
	2021 FORD F-150 SUPER CAB 4WD PICKUP TRUCK PER QUOTE VIA STATEWIDE CONTRACT 209				
	COUNCIL APPROVAL DATE: SEPTEMBER 7, 2021				
	41655-971		29,680.00		
				PO Total	29,680.00

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

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Authorized Signature

Date

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**CITY OF MORRISTOWN
PURCHASING DIRECTOR**

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000581-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF F MURFREESBORO
1550 NW BROAD STREET

MURFREESBORO, TN 37129

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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference/Contact			
				22000864		ASHLEY AHL			
Date Ordered		Vendor Number		Date Required		Interoffice Delivery		Department/Location	
09/01/21		008830						41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL								
					2.00	35060.00000		70,120.00	
					EACH				
	2022 FORD F-250 CREW CAB 4WD PICKUP								
	PER QUOTE VIA STATEWIDE CONTRACT 209								
	COUNCIL APPROVAL DATE: SEPTEMBER 7,								
	2021								
	43140-971				70,120.00				
						PO Total		70,120.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

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Authorized Signature

Date



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

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc.
1550 NW Broad St
Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000064470

Title: SWC# 209 - Vehicles

Start Date : October 07, 2019 End Date: September 30, 2021
Options to Renew: 0

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

APPROVED:



Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2019.10.01 08:53:09 -05'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO, ou=CPO,
email=mike.neely@tn.gov, c=US
Date: 2019.10.01 07:56:44 -05'00'

PURCHASING AGENT

DATE



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000584-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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VOGEL TRAFFIC SERVICES, INC
1920 ALBANY PLACE SE
PO BOX 140
ORANGE CITY, IA 51041

**S
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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
712-707-9773			22000865	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/02/21	008831				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	183366.00000	183,366.00
			EACH		
	PAINT TRUCK UNIT WITH OPTIONS PER QUOTE NO. 0005383 PURCHASED VIA SOURCWell CONTRACT NO. 052417-EZL				
	COUNCIL APPROVED DATE: SEPTEMBER 7, 2021				
	43150-971		183,366.00		
				PO Total	183,366.00

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: *Vogel Traffic Services, Inc. dba EZ-Liner Industries*

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		<i>No exceptions taken.</i>	

Proposer's Signature: _____

Daryl Lyf
General Manager/Vice President

Date: 5/19/2017

NJPA's clarification on exceptions listed above:

Review and Approved:

Dei Ran 9/27/17
NJPA Legal Department

Contract Award
RFP #052417

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS,
AND SUPPLIES**


In compliance with the Request for Proposal (RFP) for ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Vogel Traffic Services, Inc.
dba EZ-Liner Industries Date: June 6, 2017

Company Address: PO Box 140; 1920 Albany Place S.E.

City: Orange City State: IA Zip: 51041

Contact Person: Norm Scholten Title: Truck Project Manager

Authorized Signature:  Dave Van Gorp
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract#: 052417-EZL

Proposer's full legal name: Vogel Traffic Services, Inc. dba EZ-Liner Industries

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-EZL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Vogel Traffic Services, Inc. dba EZ-Liner Industries
General Manager/Vice President

Authorized Signatory's Title



VENDOR AUTHORIZED SIGNATURE

Dave Van Gorp

(NAME PRINTED OR TYPED)

Executed on Sep. 29, 2017
88

NJPA Contract # 052417-EZL

[Return to Agenda](#)

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Vogel Traffic Services, Inc. dba EZ-Liner Industries

Address: PO Box 140; 1920 Albany Place S.E.

City/State/Zip: Orange City, IA 51041

Telephone Number: 712-737-4016

E-mail Address: sales@ezliner.com

Authorized Signature: 

Authorized Name (printed): Dave Van Gorp

Title: General Manager/Vice President

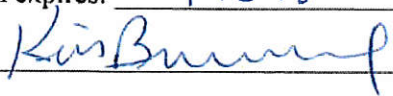
Date: June 6, 2017

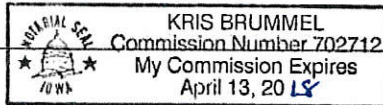
Notarized

Subscribed and sworn to before me this 6th day of June, 20 17

Notary Public in and for the County of Sioux State of Iowa

My commission expires: 4-13-18

Signature: 





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: *Vogel Traffic Services, Inc. dba EZ-Liner Industries*

Questionnaire completed by: *Norm Scholten*

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? *Net 30.*
- 2) 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? *Yes, EZ-Liner works with Bankers Equipment Leasing a division of American Financial Network, Inc., 1704 Savannah Way, Waunakee, WI 53597, Richard Homan, 877-898-1519, RHoman@AFNLeasing.com; www.AFNLeasing.com. Please refer to the information provided.*
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. *Orders will be submitted through EZ-Liner's Regional Sales Managers. The orders will be processed by EZ-Liner's Accounts Receivable Department. EZ-Liner's Accounts Receivable Department will submit the quarterly reports to NJPA.*
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? *EZ-Liner doesn't accept the P-card procurement and payment process. Credit cards are accepted for parts purchases.*

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions. *Please refer to EZ-Liner's attached warranty.*
 - Do your warranties cover all products, parts, and labor? *Products furnished by but not manufactured by EZ-Liner (such as chassis, engines, compressor, etc.) will carry only the warranty of the original equipment manufacturer. Any labor that is required to correct the defects of products not furnished by EZ-Liner will be the responsibility of the manufacturer of the product. EZ-Liner warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale by EZ-Liner or an authorized EZ-Liner distributor.*
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? *EZ-Liner's warranty doesn't cover any damage, wear or malfunction caused by improper or inadequate maintenance, or substitution of components not supplied by EZ-Liner. The warranty doesn't apply to normal wear and tear due to equipment operation or to consumable replacement parts. Wearable parts are not covered by warranty.*

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? *This is addressed on a case by case basis. It depends on the situation. If the component or product that is defective but not manufactured by EZ-Liner it will be the responsibility of the manufacturer of the product.*
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? *There are no regions in the United States where a technician cannot perform warranty repairs. In very remote areas the time required for a technician to reach the customer will be increased.*
 - 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? *Any warranty issues on products furnished by, but not manufactured by EZ-Liner will be passed on to the original equipment manufacturer. As needed EZ-Liner's Customer Support Manager will coordinate or facilitate any warranty support.*
 - What are your proposed exchange and return programs and policies? *On returns the customer is to return prepaid freight part covered under warranty. EZ-Liner will verify the claimed defect. EZ-Liner has the option to repair or replace any defective parts. EZ-Liner will return the repaired or replaced part via prepaid freight to the customer.*
- 6) Describe any service contract options for the items included in your proposal. *At this time EZ-Liner doesn't offer a service contract as an option.*

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. *As part of its RFP proposal to NJPA EZ-Liner is offering its line of paint striping equipment. The pricing listed is F.O.B. Orange City, IA. Freight costs are listed separately. Training is included in the base price on the paint striping trucks. On the pallet units training is quoted separately based upon the customer's location and the number of days the customer requests.*
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) *A discount from MSRP across the product line has been provided on the pricing listed for NJPA customers.*
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. *The pricing listed is considered MSRP. At the bottom of the pricing sheets a statement has been included that a 3% discount is available to NJPA members.*

Please refer to the attached Pricing Sheets.

- 10) The pricing offered in this proposal is
- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer. *EZ-Liner doesn't offer any quantity or volume discounts or rebate programs. The competitive nature of the selling of paint striping trucks doesn't lend itself to allowing for these types of programs.*
- 12) 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. *Any NJPA member requests for special or nonstandard options will be handled by providing quotes for each request.*
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. *For shipments to Canada any brokerage fees or other fees would be the responsibility of the customer. Because of changes in Canadian laws EZ-Liner cannot be the importer of record. The NJPA member in Canada would pay all applicable fees and taxes for crossing the border. For all of EZ-Liner's customers the traffic paint and glass beads required for use during the training session would be the responsibility of the NJPA member. Also any training that is to be provided that is not within the US and Canada would be quoted separately.*
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. *EZ-Liner has provided a shipping schedule either based upon mileage or that delivery is to any Continental US destination.*
Please refer to the attached Delivery Schedule.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. *Shipping for Alaska would be quoted to a forwarder at the port in Spokane, WA. EZ-Liner would supply a separate quote to deliver to the delivery location within the State of Alaska. Usually customers in Alaska have their own contracts for the delivery of equipment from a forwarder in Spokane. For Hawaii and other offshore deliveries, the equipment would be quoted to a port of the NJPA member's choice. The NJPA member or their representative would be responsible for delivery from the port to their location.*
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. *EZ-Liner is willing to give the NJPA member the option of picking up their equipment at the factory and to receive training at the factory.*
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. *EZ-Liner has internal checks and balances to self-audit compliance with the requirements of the contract. When orders are written up by the Regional Sales Managers, they are double checked by the Sales Manager and in the case of truck bodies by the Truck Project Managers to ensure NJPA Members receive proper pricing.*
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.) *EZ-Liner is proposing a 2% administrative fee that will be paid to NJPA for facilitating, managing and promoting the contract on the paint striping body only.*

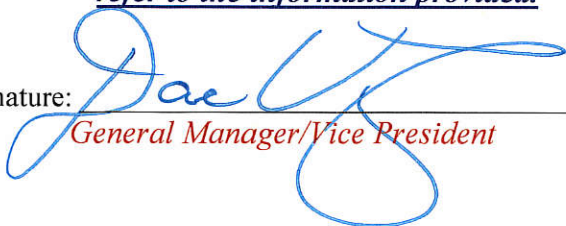
Industry-Specific Questions

- 19) Identify the required subcategory or subcategories that best describe your solutions: Subcategory A) Roadway Surface Maintenance and Repair Equipment; Subcategory B) Roadway Surface Marking Equipment and Paint; Subcategory C) Road Right-of-Way Management Equipment and Chemicals; and/or Subcategory D) Equipment

and Products in Support of Roadway Maintenance and Repair. *EZ-Liner is submitting a proposal based upon Subcategory B-Roadway Surface Marking Equipment and Paint.*

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.” *EZ-Liner’s equipment designs provide simple controls for operating the paint striping equipment. Concerning serviceability EZ-Liner’s equipment designs allow for accessibility to the major components of the paint striping body. The air preparation components are installed around the perimeter of the paint striping bodies for accessibility for servicing and maintenance. For parts availability EZ-Liner stocks all of the major component brands for paint striping equipment and also for pneumatic and hydraulic components. EZ-Liner also uses recognized mainline manufacturers of components that are readily available in the market place throughout the US and Canada. EZ-Liner has customer support and parts departments that are staffed by individuals with the knowledge and experience to provide superior customer support. EZ-Liner has some of the industry’s best field technicians that provide training and customer support for its customers.*
- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions. *EZ-Liner provides equipment designs that are simple to service, maintain and operate. Since most paint striping equipment is not used on a daily basis a simple design makes it easier to operate. EZ-Liner’s open equipment designs allow for easier access to controls located on the deck of a paint striping body.*
- a. EZ-Liner was the first OEM in the paint striping industry to extensively use aluminum construction for weight savings and also corrosion resistance. Using aluminum also allows for increased payload capacity.*
 - b. EZ-Liner’s equipment platforms are constructed using a formed rub rail which provides a clean more professional appearance. Please refer to the information provided.*
 - c. EZ-Liner exclusively provides foldup safety ladders for access to the equipment platform. When the ladders are swung down a slight angle is provided that allows easier ascent and descent to the equipment platform. Please refer to the information provided.*
 - d. EZ-Liner provides “stairstep type” rear access for its truck mounted stripers. These rear steps with a right side handle railing provide easy and safe access to the operators’ station. Please refer to the information provided.*
 - e. EZ-Liner provides heavy duty gun carriages on its long line paint striping trucks that are equipped with heavy duty “aircraft style” carriage tires. Please refer to the information provided.*
 - f. EZ-Liner provides electric “gun raisers” for the paint guns so they can be remotely raised and lowered from the operators’ station for changing line widths. Please refer to the information provided.*
 - g. EZ-Liner provides a hinged lid on its bead tanks on truck mounted paint stripers. The bead tanks are also equipped with 2” sight glasses to monitor the amount of beads left in the tank. Please refer to the information provided.*
 - h. EZ-Liner provides special options such as a bike lane attachment for painting bike lanes while striping the edge line on a road. Options like this improve efficiencies. Please refer to the information provided.*

Signature:



General Manager/Vice President

Date: 5/19/2017



Morristown City Council Agenda Item Summary

Date: September 7, 2021

Agenda Item: Approval of Change Order

Prepared By: Larry Clark

Subject: Approval of Change order for Multiple Storm Water Projects

Background/History: This was contract was for multiple projects for Storm Water that was performed by Bewley Construction. This is the 2nd and final change order for the project.

Findings/Current Activity: Change order for pipe, drainage structures and catch basins that were used for the project.

Financial Impact: Increase in costs of \$20,037.40 to close out project. This will be paid from Stormwater Capital Funds.

Action options/Recommendations: Approval of Change Order

Attachment: Change Order and Final Summary of Bid Items

CHANGE ORDER

No. 2

DATE OF ISSUANCE	<u>August 10, 2021</u>	EFFECTIVE DATE	
OWNER	<u>City of Morristown</u>		
CONTRACTOR	<u>Bewley Excavation</u>		
Contract:	<u>City of Morristown, TN – Multiple Drainage Improvements</u>		
Project:	<u>Multiple Drainage Improvements</u>		
OWNER's Contract No.		ENGINEER's Contract No.	<u>MRC921</u>
ENGINEER	<u>LDA Engineering</u>		

You are directed to make the following changes in the Contract Documents.

Description: Quantity Adjustment and add items to finish project due to existing conditions

Reason for Change Order: (1) Adjustment of quantities to close out project.
(2) Several items added (#29 to 32) to complete project.

Attachments: (List documents supporting change) Final Summary of Bid Items

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$ <u>274,248.00</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$ <u>67,300</u>	
Contract Price prior to this Change Order	
\$ <u>341,548.00</u>	
Net Increase (decrease) of this Change Order	
\$ <u>20,037.40</u>	
Contract Price with all approved Change Orders	
\$ <u>361,585.40</u>	

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	<u>120</u>
Substantial Completion:	<u>150</u>
Ready for final payment:	<u></u>
	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	
Substantial Completion:	<u>30</u>
Ready for final payment:	<u>30</u>
	(days)
Contract Times prior to this Change Order	
Substantial Completion:	<u>150</u>
Ready for final payment:	<u>180</u>
	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion:	<u>0</u>
Ready for payment:	<u>0</u>
	(days)
Contract Times with all approved Change Orders	
Substantial Completion:	<u>150</u>
Ready for final payment:	<u>180</u>
	(days or dates)

RECOMMENDED:

BY: [Signature]
ENGINEER (Authorized Signature)

DATE: 8/10/2021

APPROVED:

BY:
OWNER (Authorized Signature)

DATE:

ACCEPTED:

BY:
CONTRACTOR (Authorized Signature)

DATE:

MRC921

00640 - 1

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.


City of Morristown, Tennessee
MULTIPLE DRAINAGE PROJECTS

FINAL SUMMARY OF BID ITEMS

Item	Description	Items Bid				Items Installed		Overrun or (Underrun)	
		Unit	Qty	Unit Price	Total Cost	Qty.	Total Cost	Qty	Total Cost
1	REMOVAL OF STRUCTURES	LS	1	\$6,000.00	\$ 6,000.00	1	\$ 6,000.00	0.00	\$0.00
2	EXCAVATION	LS	1	\$81,000.00	\$ 81,000.00	1.00	\$ 81,000.00	0.00	\$0.00
3	CONCRETE CRUB & GUTTER	LF	160	\$61.00	\$ 9,760.00	160	\$ 9,760.00	0.00	\$0.00
4	RIP-RAP TDOT CLASS A-1	TN	1450	\$50.00	\$ 72,500.00	1229.92	\$ 61,496.00	(220.08)	(\$11,004.00)
5	GROFABIC	SY	1600	\$5.00	\$ 8,000.00	1600	\$ 8,000.00	0.00	\$0.00
6	15" HDPE	LF	5	\$100.00	\$ 500.00	56	\$ 5,600.00	51.00	\$5,100.00
7	18" HDPE PIPE	LF	485	\$60.00	\$ 29,100.00	464	\$ 27,840.00	(21.00)	(\$1,260.00)
8	24" HDPE PIPE	LF	8	\$60.00	\$ 480.00	8	\$ 480.00	0.00	\$0.00
9	36" HDPE PIPE	LF	160	\$200.00	\$ 32,000.00	160	\$ 32,000.00	0.00	\$0.00
10	TDOT NO.12LP CATCH BASIN	EA	2	\$2,000.00	\$ 4,000.00	3	\$ 6,000.00	1.00	\$2,000.00
11	TDOT NO. 14RB CATCH BASIN	EA	4	\$3,000.00	\$ 12,000.00	5	\$ 15,000.00	1.00	\$3,000.00
12	TDOT 5'0 MANHOLE	EA	1	\$2,500.00	\$ 2,500.00	3	\$ 7,500.00	2.00	\$5,000.00
13	CONCRETE HEADWALL TYPE AW	EA	1	\$2,500.00	\$ 2,500.00	3	\$ 7,500.00	2.00	\$5,000.00
14	CONCRETE HEADWALL TYPE BW	EA	1	\$2,500.00	\$ 2,500.00	2	\$ 5,000.00	1.00	\$2,500.00
15	CONCRETE HEADWALL TYPE CW	EA	1	\$2,500.00	\$ 2,500.00	1	\$ 2,500.00	0.00	\$0.00
16	CONCRETE,CLASS A 3000 PSI	CY	9	\$3,012.00	\$ 27,108.00	9	\$ 27,108.00	0.00	\$0.00
17	STEEL REINFORCING	LB	900	\$1.00	\$ 900.00	900	\$ 900.00	0.00	\$0.00
18	MINERAL AGGREGATE NO.68	TN	20	\$50.00	\$ 1,000.00		\$ -	(20.00)	(\$1,000.00)
19	MINERAL AGGREGATE TYPE A, GRADE D30	TN	30	\$50.00	\$ 1,500.00		\$ -	(30.00)	(\$1,500.00)
20	TRAFFIC CONTROL	LS	1	\$6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$0.00
21	CONSTRUCTION FENCE	LF	300	\$2.00	\$ 600.00	300	\$ 600.00	0.00	\$0.00
22	EROSION AND SEDIMENT CONTROL	LS	1	\$5,000.00	\$ 5,000.00	1	\$ 5,000.00	0.00	\$0.00
23	CLEANUP, FINAL GRADING AND SEEDING	LS	1	\$8,900.00	\$ 8,900.00	0.45	\$ 4,000.00	(0.55)	(\$4,900.00)
24	MISCELLANEOUS CONCRETE	CY	10	\$150.00	\$ 1,500.00	10	\$ 1,500.00	0.00	\$0.00
25	MISCELLANCE STONE	TN	50	\$30.00	\$ 1,500.00	12.38	\$ 371.40	(37.62)	(\$1,128.60)
26	DITCHING	LF	1200	\$10.00	\$ 12,000.00	1200	\$ 12,000.00	0.00	\$0.00
27	CHECK DAMS	EA	34	\$250.00	\$ 8,500.00	34	\$ 8,500.00	0.00	\$0.00
28	MODIFY EXISTING CATCH BASIN	EA	1	\$1,200.00	\$ 1,200.00	1	\$ 1,200.00	0.00	\$0.00
29	10" HDPE PIPE	LF	0	\$90.00	\$ -	37	\$ 3,330.00	37.00	\$3,330.00
30	15" ADS CATCH BASIN	EA	0	\$1,400.00	\$ -	1	\$ 1,400.00	1.00	\$1,400.00
31	18" INLINE ADS DRAIN	EA	0	\$1,000.00	\$ -	1	\$ 1,000.00	1.00	\$1,000.00
32	PRECAST CONCRETE JUNCTION BOX	EA	0	\$2,000.00	\$ -	2	\$ 4,000.00	2.00	\$4,000.00
		Total			\$ 341,548.00		\$ 353,085.40		\$11,537.40

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: August 18, 2021

Subject: LAMTPO CPG Contract Amendment

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and TDOT are in the process of doing a contract amendment. The Contract Amendment for Consolidated Planning Grant (CPG) shows 3 years, FFY2019, FFY2020, and FFY2021.

The total State and Federal amount is \$637,730.20, while the local match is \$147,138.80. The total amount is \$784,869.00. *Please note that this funding is for FFY2019, FFY2020, and FFY2021.*

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO Executive Board approved of this unanimously at their August 18, 2021 meeting. LAMTPO staff recommends approving the contract as submitted.

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

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

Thank you for your time and cooperation.



GRANT AMENDMENT

Agency Tracking # 40100-02519	Edison ID 59110	Contract # Z19MPO009	Amendment # 02		
Contractor Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Amendment Purpose & Effect(s) To add Consolidated Planning Grant funds					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$200,507.80		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	3,152.00	236,024.00			239,176.00
2020	3,219.20	194,827.20			198,046.40
2021	3,463.80	197,044.00			200,507.80
TOTAL:	\$9,835.00	\$627,895.20			\$637,730.20
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
1Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
			Z19 MPO 009		
Speed Chart (optional)		Account Code (optional) 71302000			

**AMENDMENT
OF GRANT CONTRACT Z19MPO009**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Morristown, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Six Hundred Thirty-Seven Thousand Seven Hundred Thirty Dollars and Twenty Cents (\$637,730.20) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective September 1, 2021. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY, APPROVED AS TO FORM DATE

DEPARTMENT OF TRANSPORTATION

CLAY BRIGHT, COMMISSIONER DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL DATE

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: October 1, 2018 END: September 30, 2021				
POLICY 03 Object Line- item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	435,742.20	96,641.80	532,384.00
4. 15	Professional Fee, Grant & Award ²	161,188.00	40,297.00	201,485.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	7,200.00	1,800.00	9,000.00
11. 12	Travel, Conferences & Meetings	1,440.00	360.00	1,800.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	32,160.00	8,040.00	40,200.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$637,730.20	\$147,138.80	\$784,869.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
11E Corridor Study (WSP) (2021)	\$100,000.00
SR66 Corridor Study (WSP) (2018)	\$101,485.00
TOTAL	\$201,485.00

OTHER NON-PERSONNEL	AMOUNT
Legal Advertisements	\$40,200.00
TOTAL	\$40,200.00