



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, October 01, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman-designate Gary Mayes

Alderman James Phillips

Leadership Team

Chris McCartt, City Manager

Michael Borders, Assistant City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

John Morris, Budget Director

Scott Boyd, Fire Chief

Ryan McReynolds, Deputy City Manager

Jessica Harmon, Assistant City Manager

Tyra Copas, Human Resources Director

Dale Phipps, Police Chief

Adrienne Batara, Public Relations Director

Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. SWEARING IN OF APPOINTED BOARD MEMBER

1. Gary Mayes as Alderman - The Honorable S. Curt Rose

III. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

IV. INVOCATION

V. ROLL CALL

VI. RECOGNITIONS AND PRESENTATIONS

VII. COMMENT

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

VIII. APPOINTMENTS

IX. APPROVAL OF MINUTES

- [1.](#) September 16, 2024 - Work Session
- [2.](#) September 17, 2024 - Business Meeting

X. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

- [1.](#) Consideration of a Budget Ordinance to Appropriate \$54,000.00 from the Tennessee Highway Safety Office (THSO) FY' 25 Grant (AF-270-2024) (Dale Phipps)
- [2.](#) Consideration of a Budget Ordinance to Appropriate \$25,000.00 from the Tennessee Highway Safety Office's (THSO) FY '25 Coordinator Grant (AF-271-2024) (Dale Phipps)
- [3.](#) Consideration of a Budget Ordinance For Various Funds in FY2025 (AF-279-2024) (Chris McCartt)

XI. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of a Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 24-25 (AF-231-2024) (Candace Sherer)
- [2.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-244-2025) (Chris McCartt)
- [3.](#) Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer's Authority (AF-253-2024) (Chris McCartt)
- [4.](#) Consideration of an Ordinance to Amend the FY2025 General Project Fund to Establish Project and Funding for a New Customer Information System (CIS) (AF-264-2024) (Lisa Winkle)

XII. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Purchase Two (2) Freightliner with Peterson TL-3 Loaders Utilizing Sourcewell Contracts (AF-275-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Purchase One (1) Supershot 125D Asphalt Crack Sealer Utilizing Sourcewell Contracts (AF-277-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Amend Employee and Training Development Policy #33 and adopt Employee Training Agreement (AF-267-2024) (Tyra Copas)
- [4.](#) Consideration of a Resolution to Authorize Issuance of Qualified Tax Exempt Capital Outlay Notes (AF-278-2024) (Lisa Winkle)
- [5.](#) Consideration of a Resolution Authorizing an Agreement with Hansen Banner, LLC for the purchase of a Software Customer Information System (CIS) and Service Agreement (AF-273-2024) (Floyd Bailey)
- [6.](#) Consideration of a Resolution Authorizing an Agreement with Raftelis for Customer Information Software (CIS) Implementation Management Support Contract (AF-276-2024) (Floyd Bailey)

XIII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

- [1.](#) Consideration of a Resolution to Amend Employment Verification Policy #25 (AF-268-2024) (Tyra Copas)
- [2.](#) Consideration of a Resolution Ratifying an Amendment for the Waterline Upgrades for the Sullivan County Water Project (AF-269-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Accept an Easement from the State of Tennessee for a Waterline Installed in Warrior's Path State Park (AF-272-2024) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Authorize the Mayor to Execute a SCSEP Host Agency Agreement with FTHRA for Bays Mountain Park (AF-280-2024) (Michael T. Borders)

XIV. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XV. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, September 16, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Colette George

Alderman Morris Baker

Alderman Darrell Duncan

Alderman Betsy Cooper

Alderman James Phillips

I. CALL TO ORDER 4:30 pm by Mayor Montgomery.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

1. Jt. Meeting with KHRA Board

Seth Jarvis gave a presentation on this item, giving information on the structure of KHRA and how they operate. He discussed the voucher program and answered questions from the board. Hope Caruthers, Marketing and Compliance Analyst, provided further details on this program and how it is administered. Discussion ensued throughout the entire presentation.

Mr. Jarvis talked about revenue sources, wait list preferences as well as regional housing. Executive Director Terry Cunningham also provided details regarding these topics. Bytha Kilgore, Director of Finance gave further details on jurisdictional issues and answered questions.

Casey Begley, Project Manager, provided information on the HUD HEARS study, detailing why people move on from this program. Mr. Jarvis highlighted goals clients have provided and also resident income demographics. Emily Chase, Grants Manager, talked more in depth about the process of the purge and the waiting list.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, September 16, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

There was considerable discussion regarding the Lee Property site. Alderman Phillips expressed concern over continuing to wait for the 90% tax credits to rebuild those units. Ms. Chase stated KHRA was accepted this year for the Opportunity Appalachia program accepted which will connect with investors to get a technical advisor to work on resources and funding.

NOTE: At this time (6:00 p.m.) there was a five minute recess.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the September 17, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

VIII.1 Consideration of Appointment to the Board of Mayor and Aldermen (AF-265-2024) The City Manager explained the process for filling the alderman vacancy. Mayor Montgomery provided further information on this process, noting his recommendation would be Gary Mayes who has previously served on the BMA as well as the Sullivan County Commission.

X.4 Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer's Authority (AF-253-2024) Mr. McCartt provided information on this item noting it will provide a mechanism to address multiple false alarms from businesses. The City Attorney provided further details pointing out the code change is more to update the city code.

XII.10 Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming of Future Parking Lot "Wallace & Billie Alley Memorial Parking Lot" (AF-249-2024) The City Manager noted this property is on the eastern end of the greenbelt and allows for a future parking lot.

XIII.4 Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-238-2024) Alderman Baker asked for clarification on the approval process for murals. There was some discussion.

There was also discussion regarding the recent issues at Domtar.

Alderman Phillips asked staff to follow up with KHRA to clarify information presented at the earlier discussion.

V. ITEMS OF INTEREST

1. Projects Status Report

Item IX1.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

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VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 6:37 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 17, 2024 at 7:00 PM

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Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy City Recorder

I. **CALL TO ORDER** 7:00 pm by Mayor Montgomery.

II. **SWEARING IN OF ELECTED BOARD MEMBER**

1. **Morris Baker as Alderman** - The Honorable Robert Montgomery

III. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth

IV. **INVOCATION**

V. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

VI. **SELECTION OF VICE MAYOR**

Alderman Duncan made a motion to self-nominate, Seconded by Mayor Montgomery.

Passed in a roll call vote: Alderman Baker, Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Phillips, Mayor Montgomery

VII. **RECOGNITIONS AND PRESENTATIONS**

1. **Proclamation: Honor Flight** (Mayor Montgomery)

2. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)

3. **Kingsport Police Dept. - TN Highway Safety Office Awards** (Alderman Baker)

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COMMENT

Mayor Montgomery invited citizens in attendance to speak. The following individuals came forward to comment and the mayor closed the public comment section.

Bobby Flowers commented on the homeless issue and thanked the BMA and the City for their support.

Tim Sanders commented on an article in the paper regarding KHRA and Section 8 housing.

Kevin Mitchell commented on the International Association of Firefighters talked about a successful motorcycle rally event that was held last week. He thanked the city staff that made it possible.

VIII. APPOINTMENTS

1. **Consideration of Appointment to the Board of Mayor and Aldermen (AF-265-2024)** (Mayor Montgomery)

Mayor Montgomery made a motion to nominate Gary Mayes, Seconded by Vice Mayor Duncan.

Passed in a roll call vote: Alderman Baker, Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Phillips, Mayor Montgomery

2. **Consideration of Appointments to the Regional Planning Commission (AF-254-2024)** (Ken Weems)

Motion made by Alderman George, Seconded by Alderman Cooper.

APPOINT CANDICE HILTON TO A FOUR YEAR TERM AND REAPPOINT CHIP MILLICAN TO HIS FIRST FULL FOUR YEAR TERM TO THE REGIONAL PLANNING COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2028.

Passed: All present voting "aye."

IX. APPROVAL OF MINUTES *(These items are considered under one motion.)*

Motion made by Alderman Cooper, Seconded by Alderman George.

Passed: All present voting "aye."

1. **August 19, 2024 - Work Session**
2. **August 20, 2024 - Business Meeting**
3. **September 3, 2024 - Business Meeting**

X. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

1. **Consideration of a Budget Ordinance for Various Funds FY25 (AF-244-2024)** (Chris McCartt)

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Motion made by Alderman George, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of an Ordinance to Establish Funding for New Customer Information System from 12 Year Capital Outlay Note (AF-264-2024) (Lisa Winkle)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE FY2025 GENERAL PROJECT FUND BUDGET TO ESTABLISH PROJECT AND FUNDING FOR NEW CUSTOMER SERVICE SYSTEM FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of a Resolution and Budget Ordinance to Enter Into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 24-25 (AF-231-2024) (Candace Sherer)**

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-046 A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2024-2025; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

Motion made by Alderman George, Seconded by Alderman Baker.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 4. Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer's Authority (AF-253-2024) (Chris McCartt)**

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Motion made by Alderman Baker, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 34, ARTICLE IV AUTOMATIC POLICE OR FIRE ALARM SYSTEMS AND SECTION 2-264(2) RELATIVE TO SPECIAL CODE ENFORCEMENT OFFICERS WITHIN THE FIRE DEPARTMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

XI. BUSINESS MATTERS REQUIRING FINAL ADOPTION None.

XII. OTHER BUSINESS

- 1. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to TS Designs (Todd Stevens), Related to the St. Andrews Garth Phase 2 Development (AF-154-2024) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-047 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO TS DESIGNS FOR THE ST. ANDREWS GARTH PHASE 2 DEVELOPMENT

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 2 Development (AF-168-2024) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Baker.

RESOLUTION NO. 2025-048 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION FOR THE HUNTS CROSSING PHASE 2 DEVELOPMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Brickyard TN, LLC Related to the Brickyard Village Phase 1 Development (AF-247-2024) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

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RESOLUTION NO. 2025-049 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH BRICKYARD, TN LLC RELATED TO THE BRICKYARD VILLAGE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution Authorizing the Execution of the MOU with Niswonger Foundation for Project On-Track High-Dosage/Low-Ratio Tutoring Program for Kingsport City Schools (AF-237-2024) (David Frye)**

Motion made by Alderman Baker, Seconded by Alderman George.

RESOLUTION NO. 2025-050 A RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH NISWONGER FOUNDATION FOR PROJECT ON-TRACK TUTORING FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Amend Existing NASPO Contract AR2488 with Purchase of Ecolane Mobility Customer Smartphone App for Kingsport Area Transit Service (KATS) (AF-246-2024) (Timothy Land)**

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-051 A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION FOR THE ACQUISITION OF ECOLANE SOFTWARE MOBILITY CUSTOMER SMARTPHONE APP UNDER THE TERMS OF NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NO.: AR2488

Passed: All present voting "aye."

- 6. Consideration of a Resolution Authorizing the City Manager to Purchase Nine (9) 72-Passenger Blue Bird School Buses from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract (AF-250-2024) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

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RESOLUTION NO. 2025-052 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL STATES BUS SALES, INC., FOR NINE 72-PASSENGER SCHOOL BUSES THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. 063020-BBB

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Enter into a Lease Agreement for 64 Golf Carts with Yamaha (AF-251-2024) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2025-053 A RESOLUTION AWARDDING THE PROPOSAL FOR THE LEASE OF GOLF CARTS FROM YAMAHA FINANCIAL SERVICES FOR 64 GOLF CARTS FOR USE AT CATTAILS AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 8. Consideration of a Resolution to Accept Donations from the Bays Mountain Park Association and Casey Construction (AF-266-2024) (Michael T. Borders)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-054 A RESOLUTION ACCEPTING MONETARY DONATIONS FOR THE FOX DEN PLAYGROUND

Passed: All present voting "aye."

- 9. Consideration of a Resolution to Award a Bid to Inland Construction Inc. for the Fox Den Playground (AF-256-2024) (Michael T. Borders)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-055 A RESOLUTION AWARDDING THE BID FOR THE FOX DEN PLAYGROUND PROJECT AT BAYS MOUNTAIN PARK TO INLAND CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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10. Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming of Future Parking Lot "Wallace & Billie Alley Memorial Parking Lot" (AF-249-2024) (Michael T. Borders)

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2025-056 A RESOLUTION APPROVING THE DONATION OF PROPERTY ON CLEEK ROAD FROM THE WALLACE FAMILY FOR A FUTURE GREENBELT PARKING LOT, NAMING THE PARKING LOT THE "WALLACE & BILLIE ALLEY MEMORIAL PARKING LOT"; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION AGREEMENT OR THIS RESOLUTION

Passed: All present voting "aye."

11. Consideration of a Resolution Amending Resolution #2025-040 (AF-262-2024) (Michael T. Borders)

Motion made by Alderman Phillips, Seconded by Alderman Baker.

RESOLUTION NO. 2025-057 A RESOLUTION AMENDING RESOLUTION NO. 2025-040 TO INCREASE THE AMOUNT FOR REPAIRS AND RENOVATIONS; REGARDING THE SUBLEASE AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF KINGSPORT, TENNESSEE FOR SPACE AT THE FORT HENRY MALL FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBLEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

XIII. CONSENT AGENDA *(These items are considered under one motion.)*

Motion made by Vice Mayor Duncan, Seconded by Alderman Cooper.

Passed as presented with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Phillips, Mayor Montgomery

1. Consideration of a Resolution to Approve the FY24 Stormwater Annual Report for TDEC (AF-259-2024) (Ryan McReynolds)

RESOLUTION NO. 2025-058 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

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- 2. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for Approx. \$25,181 from the Department of Justice FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF-260-2024) (Chief D. Phipps)**

RESOLUTION NO. 2025-059 A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2024 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

- 3. Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2024 (AF-261-2024) (Chief D. Phipps)**

RESOLUTION NO. 2025-060 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

- 4. Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-238-2024) (Ken Weems)**

RESOLUTION NO. 2025-061 A RESOLUTION APPROVING A MURAL FOR 311 CHEROKEE STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

- 5. Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-258-2024) (Ken Weems)**

RESOLUTION NO. 2025-062 A RESOLUTION APPROVING A MURAL FOR 101 CHEROKEE STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

- 6. Consideration of a Resolution to Amend Resolution No. 2023-280 Transfer of Real Property to the Industrial Development Board (AF-263-2024) (Jessica Harmon)**

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RESOLUTION NO. 2025-063 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO TS DESIGNS FOR THE ST. ANDREWS GARTH PHASE 2 DEVELOPMENT

- 7. Consideration of a Resolution Clarifying the Match Requirement for the Connected Communities Facility Grant (AF-257-2024) (Michael T. Borders)**

RESOLUTION NO. 2025-064 A RESOLUTION AMENDING RESOLUTION 2024-279 TO CLARIFY THE AMOUNT OF THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PROPER TO APPLY FOR AND RECEIVE A CONNECTIVE COMMUNITY AND FACILITIES 2.0 GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

- 8. Consideration of a Resolution Authorizing the Kingsport Mayor to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport (AF-248-2024) (Candace Sherer)**

RESOLUTION NO. 2025-065 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DESIGNATION OF SIGNATURE AUTHORITY FOR THE FEDERAL TRANSIT AWARD MANAGEMENT SYSTEM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

XIV.COMMUNICATIONS

- 1. City Manager**

Mr. McCartt highlighted several items from the agenda and talked about the benefits they provide to the City. Alderman Baker asked for details on road paving which were provided by Deputy City Manager Ryan McReynolds.

- 2. Mayor and Board Members**

Alderman Phillips noted Alderman Baker performed his wedding and he had known him for years. He congratulated Vice-Mayor Duncan and thanked Alderman George for serving. Vice-Mayor Duncan thanked the board for their vote of confidence and acknowledged Alderman George had set the bar high and he will do his best, stating he is humbled and honored. He offered congratulations to Alderman Baker and look forward to working together. He also congratulated Gary Mayes on his appointment noting he will be a great addition as he has served before on the BMA and on Sullivan County Commission. Alderman Cooper welcomed Alderman Baker and congratulated Vice-Mayor Duncan. Alderman George echoed. She also commented

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on the meeting with KHRA at the work session yesterday and looks forward to follow up answers regarding Lee Apartments. Mayor Montgomery offered congratulations to Alderman Baker and Vice-Mayor Duncan and thanks to Alderman George and her continued service. He commented on the meeting process and how the board gets familiar with the items on the agenda. He mentioned health concerns for former Alderman Valerie Joh and former Mayor Dennis Phillips were the family members of Alderman George and Alderman Phillips. The Mayor concluded the meeting in prayer.

XV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$54,000.00 from the Tennessee Highway Safety Office (THSO) FY' 25 Grant

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-270-2024
Work Session: September 30, 2024
First Reading: October 1, 2024
Final Adoption: October 15, 2024
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding for programs designed to reduce the number of fatalities, injuries, and related economic losses that result from traffic crashes on Tennessee’s roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department has been notified that it has been awarded funding to assist with the enforcement of Tennessee driving under the influence laws and other traffic-related offenses. This grant will provide funding for overtime details and the purchase of traffic safety equipment.

This grant funding is \$54,000, and no match is required. Funding is for one year.

Attachments:

- 1. Ordinance
- 2. Grant Contract

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$54,000 to the TN Highway Safety Office Grant project (NC2506) to enforce traffic safety. No matching funds are required.

Account Number/Description:

Fund 111: General Project/Special Rev

Fund

TN Highway Safety Office Grant (NC2506)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	54,000	54,000
<i>Totals:</i>	0	54,000	54,000

Expenditures:

	\$	\$	\$
111-0000-601.10-11 Overtime	0	40,000	40,000
111-0000-601.10-20 Social Security	0	3,520	3,520
111-0000-601.10-30 Health Insurance	0	535	535
111-0000-601.10-41 TCRS Retirement	0	7,200	7,200
111-0000-601.10-43 ICMA/Retirement	0	2,135	2,135
111-0000-601.10-50 Life Insurance	0	130	130
111-0000-601.10-52 Long Term Disability	0	80	80
111-0000-601.10-60 Workmen's Comp	0	270	270
111-0000-601.10-61 Unemployment Ins.	0	130	130
<i>Totals:</i>	0	54,000	54,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS158	Edison ID 83667 (ID)		
Grantee Legal Entity Name Kingsport Police Department				Edison Vendor ID 1562	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.607			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$54,000.00			\$54,000.00
TOTAL:		\$54,000.00			\$54,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget 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.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Kingsport Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Kingsport Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Four Thousand Dollars and Zero Cents (\$54,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chris Tincher, Captain

Kingsport Police Department
 200 Shelby Street
 Kingsport, Tennessee 37660
 Email Address: ChrisTincher@KingsportTN.gov
 Telephone #: (423) 229-9498
 FAX #: (423) 224-2786

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Kingsport Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Kingsport Police Department
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	69A37524300001540TNA
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$54,000.00
Total amount of federal funds obligated to the subrecipient	\$54,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,662,766.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$25,000.00 from the Tennessee Highway Safety Office’s (THSO) FY '25 Coordinator Grant

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-271-2024
Work Session: September 30, 2024
First Reading: October 1, 2024
Final Adoption: October 15, 2024
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

The Kingsport Police Department has been notified that we were approved for \$25,000.00 in grant funds for the upcoming '25 fiscal year. The grant will be utilized to pay for Corporal Matt McGuire’s travel/training to various traffic-related workshops and conferences. Additional funds will be used for traffic enforcement/education items and overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance
- 2. Grant Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$25,000 to the THSO Coordinator Grant project (NC2505) to enforce traffic safety. No matching funds are required.

Account Number/Description:

**Fund 111: General Project/Special Rev Fund
THSO Coordinator Grant (NC2505)**

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	25,000	25,000
Totals:	0	25,000	25,000

Expenditures:

	\$	\$	\$
111-0000-601.10-11 Overtime	0	450	450
111-0000-601.10-20 Social Security	0	40	40
111-0000-601.10-30 Health Insurance	0	50	50
111-0000-601.10-41 TCRS Retirement	0	120	120
111-0000-601.10-50 Life Insurance	0	30	30
111-0000-601.10-52 Long Term Disability	0	20	20
111-0000-601.10-60 Workmen's Comp	0	50	50
111-0000-601.10-61 Unemployment Ins.	0	40	40
111-0000-601.20-40 Travel Expense	0	4,000	4,000
111-0000-601.20-41 Registration Fees/Tuition	0	4,000	4,000
111-0000-601.30-20 Operating Supplies & Tool	0	16,200	16,200
Totals:	0	25,000	25,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS159	Edison ID 83664 (PT)		
Grantee Legal Entity Name Kingsport Police Department			Edison Vendor ID 1562		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Network Coordinator					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$25,000.00			\$25,000.00
TOTAL:		\$25,000.00			\$25,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
<input type="checkbox"/> Non-competitive Selection					
Budget 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.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Kingsport Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Kingsport Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Matthew McGuire, Corporal

Kingsport Police Department
 200 Shelby Street
 Kingsport, Tennessee 37660
 Email Address: mcguire@kingsporttn.gov
 Telephone #: (423) 229-9498
 FAX #: (423) 224-2786

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Kingsport Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Kingsport Police Department
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	69A37524300004020TN0
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	\$25,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,730,180.47
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project-Special Revenue Fund be amended by reducing the Leisure Services Project (NC2331) budget by \$401,700 for use in the Fox Den Playground project (GP2214).

SECTION II. That the General Project Fund be amended by transferring \$75,000 from the Justice Center Expansion project (GP2402) to the Fox Den Playground project (GP2214), by allocating \$326,700 less \$6,435 to be allocated to the Public Art Commission Fund to cover Percentage for Art requirements for a total of \$320,265 from the General Fund to the Fox Den Playground project (GP2214), by allocating \$100,000 from the Visitors Enhancement Fund to the Fox Den Playground project (GP2214), by allocating \$411,091 from the Bays Mtn Park Commission Fund to the Fox Den Playground project (GP2214), and by allocating \$100,000 from the Visitors Enhancement project to the Bays Mtn Water Tower project (GP2503).

SECTION III. That the Regional Sales Tax Fund be increased by allocating \$50,000 to the Aquatic Center Fund to be allocated to the KAC Miscellaneous project (AQ2403).

SECTION IV. That the Visitors Enhancement Fund be amended by allocating \$100,000 to the Fox Den Playground project (GP2214), and by allocating \$100,000 to the Bays Mtn Water Tower project (GP2503).

SECTION V. That the Aquatic Center Fund be increased by allocating \$50,000 from the Regional Sales Tax Fund to be allocated to the KAC Miscellaneous project (AQ2403).

SECTION VI. That the Aquatic Center project Fund is being amended by allocating \$50,000 from the Aquatic Center Fund to the KAC Miscellaneous project (AQ2403).

SECTION VII. That the Bays Mountain Park Commission Fund be amended by allocating \$411,091 from donations received to be transferred to the Fox Den Playground project (GP2214).

SECTION VIII. That the Public Art Commission Fund be increased by \$81,435 by accepting \$75,000 from the General Fund for the Justice Center Expansion and \$6,435 from the Fox Den Playground to fulfil the percentage to the arts requirements for both projects.

Fund 111: Gen Project-Special Revenue Fund
Leisure Services Projects (NC2331)

Account Number/Description:

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 780,037	\$ (401,700)	\$ 378,337
Total:	780,037	(401,700)	378,337

Expenditures:

111-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 780,037	\$ (401,700)	\$ 378,337
Total:	780,037	(401,700)	378,337

Fund 110: General Fund

Account Number/Description:

Expenditures:

110-4804-481.70-35 To Gen Proj-Spec Rev

110-4804-481.70-36 General Project Fund

110-4804-481.70-88 To Public Art Comm Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 2,925,000	\$ (401,700)	\$ 2,523,300
	0	320,265	320,265
	0	81,435	81,435
Total:	2,925,000	0	2,925,000

General Project Fund: 311

Justice Center Expansion (GP2402)

Account Number/Description:

Revenues:

311-0000-333.40-00 Justice Center

311-0000-368.10-72 GO Bonds Series 2023

311-0000-368.21-01 Premium From Bond Sale

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 5,600,000	\$ 0	\$ 5,600,000
	13,127,491	(73,110)	13,054,381
	341,153	(1,890)	339,263
Total:	19,068,644	(75,000)	18,993,644

Expenditures:

311-0000-601.20-22 Construction Contracts

311-0000-601.40-41 Bond Sale Expense

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 18,930,000	\$ (75,000)	\$ 18,855,000
	138,644	0	138,644
Total:	19,068,644	(75,000)	18,993,644

Fox Den Playground (GP2214)

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-72 Series 2023 GO Bonds	0	73,110	73,110
311-0000-368.21-01 Premium From Bond Sale	0	1,890	1,890
311-0000-391.01-00 From General Fund	0	320,265	320,265
311-0000-391.62-00 Bays Mtn Park Comm Fund	57,550	411,091	468,641
311-0000-391.69-00 Visitors Enhancement Fund	0	100,000	100,000
Total:	57,550	906,356	963,906

Expenditures:

311-0000-601.90-03 Improvements	\$ 57,550	\$ 906,356	\$ 963,906
Total:	57,550	906,356	963,906

Bay Mtn Water Tower (GP2503)

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.69-00 Visitors Enhancement Fund	0	100,000	100,000
Total:	0	100,000	100,000

Expenditures:

311-0000-601.90-03 Improvements	\$ 0	\$ 100,000	\$ 100,000
Total:	0	100,000	100,000

Regional Sales Tax Fund: 130

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
130-0000-392.01-00 Fund Bal Appropriations	0	50,000	50,000
Total:	0	50,000	50,000

Expenditures:

130-4804-481.70-39 To Aquatic Center Fund	\$ 2,500,000	\$ 50,000	\$ 2,550,000
Total:	2,500,000	50,000	2,550,000

Visitors Enhancement Fund: 135

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
135-1015-405.90-03 Improvements	255,000	(200,000)	55,000
135-4804-481.70-36 General Project Fund	0	200,000	200,000
Total:	255,000	0	255,000

Aquatic Center Fund: 419

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
419-0000-391.25-00 From Regional Sales Tax	\$ 2,500,000	\$ 50,000	\$ 2,550,000
Total:	2,500,000	50,000	2,550,000

Expenditures:

	\$	\$	\$
419-6996-696.76-09 Aquatics Center Project Fund	0	50,000	50,000
Total:	0	50,000	50,000

Aquatics Project Fund: 459

KAC Miscellaneous (AQ2403)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
459-0000-391.37-00 From Aquatic Center	\$ 272,000	\$ 50,000	\$ 322,000
Total:	272,000	50,000	322,000

Expenditures:

	\$	\$	\$
459-0000-629.90-03 Improvements	272,000	50,000	322,000
Total:	272,000	50,000	322,000

Bays Mt Park Comm Fund: 612

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
612-0000-364-30-00 From Non-Profit Groups	\$ 0	\$ 411,091	\$ 411,091
Total:	0	411,091	411,091

Expenditures:

	\$	\$	\$
612-4804-481.70-36 General Project Fund	0	411,091	411,091
Total:	0	411,091	411,091

Public Art Commission Fund: 619

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
619-0000-391.01-00 From General Fund	\$ 0	\$ 81,435	\$ 81,435
Total:	0	81,435	81,435

Expenditures:

	\$	\$	\$
619-4512-471.90-03 Improvements	0	81,435	81,435
Total:	0	81,435	81,435

SECTION IX. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 24-25

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-231-2024
 Work Session: September 16, 2024
 First Reading: September 17, 2024

Final Adoption: **October 1, 2024**
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Ordinance.

Executive Summary:
 Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Projected State operation reimbursements for the contract term is \$625,600. The City's total matching for this contract is \$156,400.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2024-2025 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$625,600
City of Kingsport	\$156,400
Total	\$782,000

The local funding for this project has been approved in the FY 24-25 City Budget.

Attachments:
 1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation in the amount of \$625,600 and \$156,400 matching funds from the General Fund to the FY25 Operations Grant project (FTA030).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Urban Mass Transit Fund: 123			
FY25 ADA/Paratransit (FTA030)			
Revenues:	\$	\$	\$
123-0000-332.90-00 Dept of Transportation	0	625,600	625,600
123-0000-391.01-00 From General Fund	0	156,400	156,400
Totals:	0	782,000	782,000

Expenditures:	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	0	450,220	450,220
123-5901-602.10-11 Overtime	0	10,000	10,000
123-5901-602.10-20 Social Security	0	34,070	34,070
123-5901-602.10-30 Group Health Insurance	0	53,800	53,800
123-5901-602.10-41 TCRS Retirement	0	32,510	32,510
123-5901-602.10-42 TCRS Hybrid Retirement		10,120	10,120
123-5901-602.10-43 ICMA Retirement	0	5,430	5,430
123-5901-602.10-50 Life Insurance	0	1,410	1,410
123-5901-602.10-52 Long Term Disability Ins	0	960	960
123-5901-602.10-60 Workmen's Compensation	0	570	570
123-5901-602.10-61 Unemployment Insurance	0	880	880
123-5901-602.20-10 Advertising & Publication	0	1,000	1,000
123-5901-602.20-11 Printing & Binding	0	2,250	2,250
123-5901-602.20-20 Professional/Consultant	0	10,000	10,000
123-5901-602.20-21 Accounting & Auditing	0	2,000	2,000
123-5901-602.20-30 Electric Service	0	5,200	5,200
123-5901-602.20-33 Water and Sewer	0	2,000	2,000
123-5901-602.20-34 Telephone	0	5,200	5,200
123-5901-602.20-36 Natural Gas	0	2,000	2,000
123-5901-602.20-40 Travel Expense	0	5,800	5,800
123-5901-602.20-41 Registration Fees/ Tuition	0	2,600	2,600
123-5901-602.20-42 Personal Vehicle Reimburs	0	200	200
123-5901-602.20-43 Dues & Memberships	0	4,500	4,500
123-5901-602.20-44 Literature/ Subscriptions	0	700	700

123-5901-602.20-45 Training	0	2,600	2,600
123-5901-602.20-52 Medical Services	0	700	700
123-5901-602.20-54 Machinery/ Equip Rental	0	3,200	3,200
123-5901-602.20-55 Repairs & Maintenance	0	18,800	18,800
123-5901-602.20-56 Repairs & Maint-Vehicles	0	70,000	70,000
123-5901-602.20-69 Stormwater Fee Expense	0	200	200
123-5901-602.20-75 Temporary Employees	0	12,200	12,200
123-5901-602.30-10 Office Supplies	0	4,500	4,500
123-5901-602.30-11 Postage	0	500	500
123-5901-602.30-12 Food	0	1,100	1,100
123-5901-602.30-20 Operating Supplies & Tool	0	7,700	7,700
123-5901-602.30-22 Maintenance Supplies	0	5,400	5,400
123-5901-602.30-26 Sign Parts & Supplies	0	1,300	1,300
123-5901-602.30-29 Clothing & Uniforms	0	5,200	5,200
123-5901-602.30-44 Motor Pool Charges	0	400	400
123-5901-602.50-10 Buildings	0	2,180	2,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	0	2,600	2,600
123-5902-602.20-56 Repair & Maint-Vehicles	0	0	0
Totals:	0	782,000	782,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Ordinance for Various Funds FY25

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-244-2024
Work Session: September 16, 2024
First Reading: September 17, 2024
Final Adoption: **October 1, 2024**
Staff Work By: Morris
Presentation By: McCartt

Recommendation:
Approve the Budget Ordinance

Executive Summary:
The General Fund is being amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

The General Project-Special Revenue Fund is being amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

The Community Development Block Grant Project Fund is being amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

The Water Project Fund is being amended by transferring \$200,000 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

The Sewer Project Fund is being amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

The Bays Mountain Park Commission Fund is being increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

Attachments:
1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Fund be amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

SECTION II. That the General Project-Special Revenue Fund be amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

SECTION III. That the Community Development Block Grant Project Fund be amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

SECTION IV. That the Water Project Fund be amended by transferring \$200,000 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

SECTION V. That the Sewer Project Fund be amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

SECTION VI. That the Bays Mountain Park Commission Fund be increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

Account Number/Description:

General Fund

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev	2,875,000	50,000	2,925,000
110-4890-901.60-01 Future Appropriations	300,000	(50,000)	250,000
Total:	3,175,000	0	3,175,000

Account Number/Description:
Fund 111: Gen Project-Special Revenue Fund
Friends of the Library (NC2504)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	50,000	50,000
Total:	0	50,000	50,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-39 Library Program Supplies	0	50,000	50,000
Total:	0	50,000	50,000

Observation Tower (NC2415)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	100,000	0	100,000
111-0000-391.62-00 Bays Mtn Park Comm Fund	30,000	30,000	60,000
Total:	130,000	30,000	160,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	130,000	30,000	160,000
Total:	130,000	30,000	160,000

CDBG Project Fund: 124
Account Number/Description:
Emergency Solutions Grant (CD2517)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
124-0000-337.49-00 Community Development	0	126,613	126,613
Total:	0	126,613	126,613

<u>Expenditures:</u>	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	0	120,000	120,000
124-0000-603.30-10 Office Supplies	0	6,613	6,613
Total:	0	126,613	126,613

Water Project Fund: 451
Account Number/Description:
Distribution System Upgrades (WA2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	525,000	(200,000)	325,000
Total:	525,000	(200,000)	325,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	525,000	(200,000)	325,000
Total:	525,000	(200,000)	325,000

<u>Main St Waterline Replacement (WA1901)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	0	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,149,252	0	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	129,482	0	129,482
451-0000-391.05-69 GO Bonds Series 2021	5,044	0	5,044
451-0000-391.05-72 GO Bonds Series 2023	65,000	200,000	265,000
451-0000-391.45-00 From Water Fund	458,786	0	458,786
Total:	1,825,393	200,000	2,025,393

<u>Expenditures:</u>	\$	\$	\$
451-0000-605.20-20 Professional/Consultant	35,000	0	35,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	30,000	200,000	230,000
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,758,393	0	1,758,393
Total:	1,825,393	200,000	2,025,393

Account Number/Description:

Sewer Project Fund: 452

Collection System Upgrades (SW2409)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	701,119	(15,501)	685,618
452-0000-391.05-72 GO Bonds Series 2023	1,000,000	0	1,000,000
Total:	1,701,119	(15,501)	1,685,618

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	207,000	(42)	206,958
452-0000-601.90-03 Improvements	1,494,119	(15,459)	1,478,660
Total:	1,701,119	(15,501)	1,685,618

<u>Main St Sewer Line Replacement (SW1901)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	404,608	0	404,608
452-0000-391.05-48 GO Bonds Series 2018 B	400,551	0	400,551
452-0000-391.05-56 Series 2019 GO Improvement	7,183	0	7,183
452-0000-391.05-69 GO Bonds Series 2021	418,129	15,501	433,630
452-0000-391.42-00 From Sewer Fund	34,726	0	34,726
Total:	1,265,197	15,501	1,280,698

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	100,357	15,501	115,858
452-0000-601.90-03 Improvements	1,164,840	0	1,164,840
Total:	1,265,197	15,501	1,280,698

Account Number/Description:
Bays Mt Park Comm Fund: 612

Revenues:

612-0000-392-01-00 Fund Bal Appropriations

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 1,469	\$ 30,000	\$ 31,469
Total:	1,469	30,000	31,469

Expenditures:

612-4804-481.70-35 To Gen Proj-Special Rev

	\$ 0	\$ 30,000	\$ 30,000
Total:	0	30,000	30,000

SECTION VII. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer’s Authority

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-253-2024
Work Session: September 17, 2024
First Reading: September 17, 2024
Final Adoption: **October 1, 2024**
Staff Work By: Bart Rowlett
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
This Ordinance will enact changes to the *Kingsport Code of Ordinances* which will modernize the requirements for alarm systems and bring City’s requirements more in line with other jurisdictions, as well as grant the authority for enforcement to special code enforcement officers within the fire department.

As a result of ongoing issues with first responders receiving false alarms, that is to say an alarm for which there is no emergency or hazard, staff have analyzed Code requirements for users of such systems. The current provisions are outdated having been unaltered since the early 1980s. For instance, currently K.C.O. § 34-87 contemplates an alarm system which dials a telephone number designated by the police department.

The proposed changes broaden the definition of what constitutes an “alarm system” to better align with current systems. Additionally, the proposed change re-defines a violation as three false alarms within a calendar year. A subsequent violation occurs for every false alarm thereafter. Furthermore, users of alarm systems will be required to maintain alarm systems in good working order free from defects which may cause a false alarm.

K.C.O. § 2-264 will also be amended to grant special code enforcement officers within the Fire Department authority to issue summonses for perceived violations of Chapter 34, Article IV. Police Officers are authorized to issue citations or summonses for any violation of city ordinances pursuant to K.C.O. § 1-15.

Attachments:
1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item X13.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 34, ARTICLE IV AUTOMATIC POLICE OR FIRE ALARM SYSTEMS AND SECTION 2-264(2) RELATIVE TO SPECIAL CODE ENFORCEMENT OFFICERS WITHIN THE FIRE DEPARTMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That Chapter 34, Article IV is amended by deleting Article IV in its entirety and substituting in its place the following:

Sec. 34-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm system:

(1) any device which notifies first responders or which uses a pre-taped or pre-recorded message to alert first responders that an emergency exists or the services of first responders are needed;

(2) any device which automatically emits an audible, visual or other response upon the occurrence of any hazard or emergency and which is intended to alert persons outside of a structure equipped with said device of the existence of the hazard or emergency.

Alarm user - any person or entity who uses an alarm system, or who controls, occupies or owns any premises at which an alarm system has been installed. This term includes but, not limited to any person or entity who has contracted or subscribed with an alarm company to provide monitoring, repair, or maintenance service for an alarm system.

Automatic dialing device - an automatic dialing device or an automatic telephone dialing alarm system, including any system which, upon being activated, automatically initiates to the city a recorded message or code signal indicating the existence of an emergency.

Central Dispatch - the Emergency Communications District of the City of Kingsport.

Emergency response - a response to the activation of an alarm system made by police, fire or other emergency personnel.

False alarm - an alarm which triggers an emergency response when in fact no emergency or hazard exists which necessitates an emergency response.

Sec. 34-87. Requirements for Alarm Systems and Operation Thereof.

(1) Alarm users shall ensure alarm systems are maintained in good working order at all times, and any defects which could cause a false alarm shall be promptly repaired.

(2) Every alarm system shall be designed, installed, and maintained in such a manner that its activation shall not be emitted or reported to the city until a verification procedure has been utilized to ascertain whether the activation is a false alarm which shall include at least two attempts by the alarm monitoring company or alarm user to contact the alarm site by telephone or other electronic means to determine if the activation was a false alarm. Verification shall not be required for activations of holdup, duress, panic, or fire alarms.

(3) Alarm users shall ensure that agents, employees, or designees are properly trained in operation of the alarm system including the activation and deactivation of the system as well as necessary contact information for the individual or entity responsible to cure malfunctions or technical issues of the alarm system.

(4) For all commercial premises where an alarm system is operational, the alarm user shall provide to the Emergency Communications District of the City of Kingsport such contact information as deemed reasonably necessary for a primary and alternate contact responsible for deactivation of the alarm system, said information shall be updated by the alarm user in the event of any changes.

(5) No person shall use, operate, or install any dialing device that will, upon activation,

automatically dial, call or connect to any telephone number other than such telephone number designated by central dispatch. No person shall use, operate or install any dialing device that will, upon activation, automatically, dial, call or connect with the telephone number designated by central dispatch, for the purpose of receiving such alarm messages, more than twice for any one incident.

(6) The user of every alarm system emitting an audible, visual or other response shall install or cause to be installed an automatic timing device, which shall deactivate such alarm so that it will be activated for no more than 30 minutes.

Sec. 34-88. Violations and Penalties

- (1) Violations:
 - a. False Alarms – Three (3) False Alarms within a calendar year shall constitute a violation of this Article and each False Alarm after the third False Alarm shall constitute a separate violation;
 - b. Failure to comply with the requirements of this Article shall constitute a violation by the alarm user.
- (2) Penalties – Any violation of this Article may be punished by imposition of a fine as permitted by Section 1 – 14 of this Code.
- (3) Notice of perceived or alleged violations shall be given as provided for in section 1 – 15 of this Code.

SECTION II. That Section 2-264(2) is amended to read as follows:

(2) Fire department. Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, perceived violations of Article IV of Chapter 34 relative to alarm systems, and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY2025 General Project Fund to Establish Project and Funding for a New Customer Information System (CIS)

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-264-2024
Work Session: September 16, 2024
First Reading: September 17, 2024
Final Adoption: **October 1, 2024**
Staff Work By: Lisa Winkle
Presentation By: Lisa Winkle

Recommendation:

Approve the Ordinance.

Executive Summary:

In May 2023, the Board of Mayor and Aldermen approved a resolution to authorize an agreement with Raftelis to provide consulting services to guide staff in the selection of a new Customer Information System (CIS). City staff worked hand and hand with Raftelis staff. There were meetings to determine needs, demos to see what was available, and preparation of a request for proposals. The city received 12 proposals. The selection committee narrowed this down to the top 3 proposals. Each of the top 3 vendors came on site to give an in-person demo. From this we narrowed it down to the top 2 vendors. Members of the selection committee went to Lexington NC and Columbia SC to see the products in use. IT is finalizing the contract with the top vendor which should come to the board's next meeting.

We are requesting the BMA to authorize funding for the project from a 12-year Capital Outlay Note that will be bid out to local banks. This ordinance will establish funding of \$2,000,000 from Capital Outlay Notes to fund the purchase of the new Customer Information System, implementation, setup, training, and other related costs.

Bid requests for the Capital Outlay Note are expected to go out September 19th with reply by time of September 24th at 11:00 a.m. Award of the bid for the Capital Outlay Note will come to the board's next meeting.

We request approval of the ordinance to establish funding for the new Customer Service System and set up Project GP2502.

Attachments:

- 1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FY2025 GENERAL PROJECT FUND BUDGET TO ESTABLISH PROJECT AND FUNDING FOR NEW CUSTOMER SERVICE SYSTEM FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund Budget be amended by increasing the estimated revenue by \$2,000,000 from a new Capital Outlay Note Series 2024 and increasing estimated expenditures by \$2,000,000 to fund the new Customer Information System.

**Fund 311: General Project Fund Project
GP2502**

<u>Revenues:</u>	\$		\$		\$
311-0000-368-0948 Capital Outlay Note 2024		0		2,000,000	2,000,000
Totals		0		2,000,000	2,000,000
<u>Expenditures:</u>	\$		\$		\$
311-0000-601-9003 Improvements		0		2,000,000	2,000,000
Totals		0		2,000,000	2,000,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHAL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Two (2) Freightliner with Peterson TL-3 Loaders Utilizing Sourcewell Contracts

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-275-2024
 Work Session: September 30, 2024
 First Reading: N/A
 Final Adoption: October 1, 2024
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase Two (2) Freightliner with Peterson TL-3 Loaders from CMI Equipment Sales, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by the Solid Waste Department. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 6-7 months after the PO has been received.

\$224,182.00 Unit Cost
 \$448,364.00 Total Cost

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contracts.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Contract

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item XII.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CMI EQUIPMENT SALES, INC., FOR THE PURCHASE OF TWO FREIGHTLINER WITH PETERSON TL-3 LOADERS THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 040621-PII

WHEREAS, staff recommends the purchase of two (2) Freightliner with Peterson TL-3 Loaders from CMI Equipment Sales, Inc., utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by the solid waste department; and

WHEREAS, the two (2) Freightliner with Peterson TL-3 loaders are available pursuant to Sourcewell Agreement No.: 040621-PII; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to CMI Equipment Sales, Inc., in the amount of \$448,364.00; and

WHEREAS, funding for this equipment is available in project account #51150085019010.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the city manager is authorized to execute a purchase order to CMI Equipment Sales, Inc., for the purchase of two (2) Freightliner with Peterson TL-3 loaders, utilizing Sourcewell Agreement No.: 040621-PII, for use by the solid waste department, in the amount of \$448,364.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: September 19, 2024
Re: Fleet Replacement units 2144 & 2145 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2144 & 2145 for the total purchase price of \$448,364.00 (\$224,182.00 each). These units meet the expectations of the Solid Waste Department and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract # 040621-PII. A copy of the Sourcewell Contract is attached. The estimated delivery is 6-7 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	Freightliner with Peterson TL-3 Loader	CMI	N/A City/N/A Hwy

These unit will be a Fleet Replacements

The units listed below will be replaced and disposed of utilizing the current approved City process.

The Sourcewell offerings were reviewed by Rodney Deel and he is in agreement with this recommendation.

Fuel Economy Improvement

Sourcewell Contract # 040621-PII

Replacements

2144	2014 Freightliner Articulating Truck	115,924 mileage	12,986 hrs
2145	2014 Freightliner Articulating Truck	122,031 mileage	12,651 hrs

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.





CMI Equipment Sales, Inc.
P.O. Box 1528
Goodlettsville, TN 37070
www.cmiequip.com 615-227-7800

QUOTE - DO NOT PAY

Quote: 01-5885
 Date: 9/19/2024

PO:
 CustId: C/ KINGSPORT

Cust Email: AP@KINGSPORTTN.GOV
 Phone: (423) 229-9400
 Salesperson: BarryM
 User: Admin

Bill To:

City of Kingsport
 415 BROAD ST.
 Kingsport, TN 37660

Ship To:

City of Kingsport

Unit: Currently expected between March-May 2025
 Sourcewell #040621-PII

Item	Type	Description	Qty	Tax	Price	Discount	Net Price	
TL3	QU	Petersen TL3	2.0000		\$224,182.00		\$448,364.000	
		PT - Mounted on 2025 Freightliner M2+						
		Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor						
		Dump Body: Standard Barn Doors for Body						
		Dump Body: Wire Loom for Body Wiring						
		Dump Body: LED Type Body Lights, 15 EA.						
		Dump Body: Amber LED Flashers in Rear Corner Post						
		Dump Body: ANSI Z245 Package						
		Dump Body: Body Color: Black						
		Loader: Standard Height Pedestal						
		Loader: Quadstick Mech Controls						
		Loader: Grating Heat Shield						
		Loader: HDHI Outrigger Strobe						
		Loader: Standard Bucket 60"						
		Loader: Boom up warning light/audible alarm						
		Loader: Hose Guards - Head & Valve Bank						
		Loader: HD Control Box; Throttle Engine Kill & Horn						
		Loader: Tandem Pump in Lieu of Single 18 GMP						
		Loader: Single Color PI Orange						
		Loader: Heavy Duty Swing Motor						
		Total TL3					\$448,364.00	
							Total:	\$448,364.00

Totals					Sub Total:		\$448,364.00
					Total Tax:		\$0.00
					Invoice Total:		\$448,364.00

Item XII1.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Petersen Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:
Casey Hardee
By: 9A68D6BB7A324C5...
Casey Hardee
Title: President/CEO
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:51 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Petersen Industries, Inc.
4000 State Road 60 W
Address: LAKE WALES, FL 33859
Contact: Casey Hardee
Email: chardee@petersenind.com
Phone: 863-676-1493 257
Fax: 813-478-1454
HST#: 59-2979951

Submission Details

Created On: Friday February 19, 2021 12:44:13
Submitted On: Monday March 29, 2021 15:22:54
Submitted By: Casey Hardee
Email: chardee@petersenind.com
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address: 73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Petersen Industries, Inc.
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859
3	Proposer website address:	www.petersenind.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):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States.</p> <p>Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container.</p> <p>What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!</p>

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcwell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.
17	What percentage of your sales are to the governmental sector in the past three years	83%
18	What percentage of your sales are to the education sector in the past three years	1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Bryan, TX	Jared Birkhead	(979)574-6619
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111
City of Chattanooga, TN	Gary Franks	(423) 643-5559

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

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.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.
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.	Because each customer of ours is unique, we prefer to help build specifications through direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.
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.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.
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.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	yes absolutely!
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. we can provide service coverage throughout the U.S and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

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 *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcwell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcwell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcwell contract primary.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcwell quoted price will be all-inclusive.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcwell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcwell contract.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

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

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

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

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

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
 - [Marketing Plan/Samples](#) - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
 - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
 - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

- 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Casey Hardee, President/CEO, Petersen Industries, 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_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) Supershot 125D Asphalt Crack Sealer Utilizing Sourcewell Contracts

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-277-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase One (1) Supershot 125D Asphalt Crack Sealer from Crafc0, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #080521-CFC for use by the Street Maintenance Department. The delivery from the dealership to the agency is included in the total price of \$95,488.40. The estimated delivery date is 60 days after the PO has been received.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contracts.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CRAFTCO, INC., FOR THE PURCHASE OF ONE SUPERSHOT 125D ASPHALT CRACK SEALER THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 080521-CFC

WHEREAS, staff recommends the purchase of one (1) Supershot 125D asphalt crack sealer from Crafcoc, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #080521-CFC for use by the street maintenance department and

WHEREAS, the Supershot 125D asphalt crack sealer is available pursuant to Sourcewell Agreement No.: 080521-CFC; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Crafcoc, Inc., in the amount of \$95,488.40; and

WHEREAS, funding for this equipment is available in project account #51150085019010.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the city manager is authorized to execute a purchase order to Crafcoc, Inc, for the purchase of one (1) Supershot 125D asphalt crack sealer, utilizing Sourcewell Agreement No.:080521-CFC, for use by the street maintenance department, in the amount of \$95,488.40.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: September 20, 2024
Re: Fleet Replacement of 2137 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2137 in the amount of \$95,488.40. The unit bid meets the expectations of the Street Maintenance and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 080521-CFC. A copy of the Sourcewell Contract is attached. The estimated delivery is 60 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	SUPERSHOT 125D ASPHALT CRACK SEALER	CRAFCO	NA City/NA Hwy

The unit will be a Fleet Replacement

The unit listed below will be replaced and disposed of utilizing the current approved City process. The Sourcewell offering was reviewed by Tim Elsea and he is in agreement with this recommendation.

Fuel Economy Improvement N/A

Fuel economy will be compatible with the current unit we have.

Sourcewell Contract 080521-CFC

Replacements

2137	2013 CRAFCO SUPERSHOT CRACK SEALER	Mileage	N/A
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Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.





**SOURCEWELL CONTRACT
#080521-CFC**

BBBQ67846

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 9/20/2024
Expiration Date 10/20/2024

Quote To:	Account Code: 918219	Ship To:	Account Code: 918219
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CITY OF KINGSPORT TN

CITY OF KINGSPORT TN

Greg Willis

415 BROAD STREET
KINGSPORT, TN 37660
US

415 BROAD STREET
KINGSPORT, TN 37660
US

Phone: 423-229-9493

Fax: 423-224-2715

Email: willis@ci.kingsport.tn.us

Greg Willis

423-229-9493

willis@ci.kingsport.tn.us

Project Title:	
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Start Date:

Ship Via: Truck/Common Carrier

Effective Dates: 9/20/2024 TO 10/20/2024

Sales Group: SRC- SOURCEWELL

Terms: NET 30

Quoted By: Jim Beard

F.O.B.: PPD- ADD FREIGHT

Sales Office: 460- Jim Beard

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	CITY OF KINGSPORT TN	Quote Number	BBBQ67846
Project Title:		Date	09-20-24

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-SRC	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	1	\$88,110.0000	\$88,110.0000
20014-SRC	3" PINTLE HITCH	EA	1	\$126.4000	\$126.4000
24227-SRC	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000
20150-SRC	39" HITCH EXTENSION	EA	1	\$640.0000	\$640.0000
24095KCL1-SRC	STROBE LIGHT KIT, CLASS 1/T13	EA	1	\$348.0000	\$348.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$236.0000	\$236.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$84.0000	\$84.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$58.0000	\$116.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	\$548.0000	\$548.0000
38700N-SRC	DRIVER ALERT SYSTEM, COMPLETE KIT	EA	1	\$780.0000	\$780.0000
48120N-SRC	ENGINE COVER ASSY YANMAR R-B	EA	1	\$2,600.0000	\$2,600.0000
Freight	Freight	ea	1	\$1,900.0000	\$1,900.0000

Customer:	CITY OF KINGSPORT TN	Quote Number	BBBQ67846
Project Title:		Date	09-20-24

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
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Sales Tax	\$0.00
Shipping	\$0.00
Contract Total	\$95,488.4000

COMMENTS:

Material FOB Plant.

Price and availability subject to change without notice.

All material not purchased before expiration of quote will be requoted based on next available date of production.

Current Lead Time 60 Days

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafc0 Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Crafco Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:30 PM CDT

DocuSigned by:
Tom Kelly
By: 8F822047DF4445B...
N. Thomas Kelly
Title: Vice President Sales and Marketing
Date: 10/5/2021 | 1:20 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:46 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Crafcoc Inc.
Does your company conduct business under any other name? If yes, please state: AZ
Address: 6165 W Detroit St
Chandler, AZ 85226
Contact: Bryan Darling
Email: bryan.darling@crafcoc.com
Phone: 602-276-0406 8041
Fax: 480-961-0513
HST#: 860324978

Submission Details

Created On: Thursday June 17, 2021 12:41:38
Submitted On: Monday August 02, 2021 12:48:32
Submitted By: Angie Hoaglin
Email: angie.hoaglin@crafcoc.com
Transaction #: 9c568ab1-33ec-42ae-be15-9e64d1fa6b81
Submitter's IP Address: 174.77.66.50

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Crafco, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Crafco is an authorized distributor for the KM International and Graco products we are offering on this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226
5	Proposer website address (or addresses):	www.crafco.com www.graco.com www.kminternational.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	N. Thomas Kelly, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, tom.kelly@crafco.com, 602-276-0406
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Regional Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales & Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1976, CrafcO, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. CrafcO is the only manufacturer in the pavement preservation industry that manufactures equipment and materials to provide a total pavement preservation solution. This gives CrafcO a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies that best possible equipment and materials for their needs.</p> <p>VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations.</p> <p>MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries.</p> <p>VALUES: EMPOWERED SERVICE- Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers.</p> <p>SELFLESS LEADERSHIP- We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do.</p> <p>PURPOSEFUL GROWTH- Employee growth and company growth go hand in hand. We build our legacy together to ensure future success.</p> <p>RESPECTFUL RELATIONSHIPS- Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.</p>
10	What are your company's expectations in the event of an award?	In the event of an award, CrafcO expects 60-70 units with 1,000,000-1,500,000 pounds of material each year. Per our current Sourcewell contract we have sold 169 units and 1,856,070 pounds of material. Looking to grow by 25%.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached.
12	What is your US market share for the solutions that you are proposing?	70%
13	What is your Canadian market share for the solutions that you are proposing?	30-40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>CrafcO is an authorized distributor for the KM and Graco products we are offering on this proposal. Company owned Supply Centers strategically located throughout the US to provide service and support for the products we are offering.</p> <p>CrafcO covers 50 States with 24 independent Distributors and 18 CrafcO owned Service Centers. CrafcO has 4 Regional Managers that manage 29 Territory Sales Managers across the United States. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one CrafcO warehouse. CrafcO works with all of their Distributors to provide warranty and general service and repair facilities across the US and Canada.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CrafcO holds numerous business licenses and resell licenses for all States and local agencies across the United States and Canada where we manufacturer and distribute directly to customers. We also require our Distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	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	Roads & Bridges' Contractor's Choice Award (7 years in a row) for best equipment in the industry. Top 5 for all advertisers and #1 in the Industry in AdStudy conducted by Signet Research Inc. Maintenance Superintendent Association (MSA) has awarded one of Crafcos Regional Managers in 2018 with the Stellar Vendor award and in 2020 this award was given to one of Crafcos Territory Managers.
19	What percentage of your sales are to the governmental sector in the past three years	55%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell \$10,883,750.17 BUYBOARD \$627,790.94 HGAC: \$251,156.46
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Deschutes County, OR	Randy McCulley	541-322-7125
City of Tempe, AZ	Adam Padilla	480-350-8707
NYSDOT	Lou Cardinale	845-647-5614
Lee County, AL	Patrick Harvill	334-737-7011

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 *
DELDOT	Government	Delaware - DE	Sealant & Equipment	Equipment (3) Sealant (585,000 Lbs.)	\$473,554.32
SDDOT	Government	South Dakota - SD	Equipment	Equipment (5)	\$312,157.04
City of Roseville	Government	California - CA	Sealant & Equipment	Equipment (3) Sealant (84,000 Lbs.)	\$233,852.77
City of Barstow	Government	California - CA	Sealant & Equipment	Equipment (1) Sealant (126,000 Lbs.)	\$195,992.42
City of Buckeye	Government	Arizona - AZ	Equipment	Equipment (2)	\$187,707.22

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	30 Territory Managers in the US (Crafcos employees) AL 1 - AK 1 - AZ 3 - AR 1 - CA 4 - CO 1 - CT 2 - DE 1 - FL 1 - GA 1 - HI 1 - ID 1 - IL 2 - IN 2 - IA 1 - KS 1 - KY 1 - LA 1 - ME 2 - MD 1 - MA 2 - MI 1 - MN 1 - MS 1 - MO 2 - MT 1 - NE 1 - NV 1 - NH 2 - NJ 1 - NM 1 - NY 1 - NC 1 - ND 1 - OH 1 - OK 1 - OR 1 - PA 2 - RI 2 - SC 1 - SD 1 - TN 2 - TX 4 - UT 1 - VT 2 - VA 1 - WA 2 - WV 1 - WI 1 - WY 1 1 Territory Manager in Canada (Crafcos employee)
26	Dealer network or other distribution methods.	21 US Distributors with single State locations average of 2-4 salespeople 3 US Distributors with 2-7 multiple State locations and 5-8 salespeople 4 Canada Distributors single locations average of 2-4 salespeople

27	Service force.	<p>CRAFCO SUPPLY CENTERS Anderson, CA 4 Direct Employees Bridgeton, MO 2 Direct Employees Edmond, OK 6 Direct Employees Evansville, IN 5 Direct Employees Farmer's Branch, TX 3 Direct Employees Fontana, CA 3 Direct Employees Lee's Summit, MO 3 Direct Employees Millbury, MA 4 Direct Employees Nashville, TN 5 Direct Employees Nassau, NY 5 Direct Employees Newtown, CT 2 Direct Employees Portland, ME 1 Direct Employee Portland, OR 3 Direct Employees Sacramento, CA 3 Direct Employees San Antonio, TX 5 Direct Employees Tulsa, OK 2 Direct Employees Wichita, KS 3 Direct Employees</p> <p>MANUFACTURING/SERVICE CENTERS 8 PLANTS Allentown, PA 6 Service Center employees (does not include all manufacturing staff) Cheyenne, WY 2 Service Center employees (does not include all manufacturing staff) DeKalb, IL 2 Service Center employees (does not include all manufacturing staff) Chandler, AZ (2) Two strategically located service Centers with 2 Service Center employees (does not include all manufacturing staff) Halls, TN 2 Service Center employees (does not include all manufacturing staff) Naples, TX 2 Service Center employees (does not include all manufacturing staff) Youngstown, OH 2 Service Center employees (does not include all manufacturing staff)</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>DIRECT SALES: Once contacted by the Agency interested on purchasing off of the Sourcewell contract, the Territory Manager in the area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafcoc. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafcoc, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafcoc.com. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcoc quote and PO. Once equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafcoc will invoice the Agency. Once paid, Crafcoc will pay the Sourcewell fee.</p> <p>DISTRIBUTORS: It will be their responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator for Crafcoc to be checked, approved and returned with a quote for reference when placing an order. Distributor will submit worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcoc quote and PO. Once equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafcoc will pay the Sourcewell fee. Crafcoc will ship and invoice the Distributor. Distributor is responsible for invoicing the customer.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within a day of the inquiry from the customer. All sales force is well versed in the Crafcoc/Graco/ KM International product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine that best suits their needs. Crafcoc works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Crafcoc is willing and able to provide equipment, materials and service within all 50 states. 7 sealant manufacturing plants strategically placed across the Country minimize freight cost to the end users. One equipment manufacturing plant in Chandler, Arizona that use a very coordinated shipping plan to move equipment across the country at the most competitive cost possible. Crafcoc has 24 US Distributors with 30 Territory Managers.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Crafcoc has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafcoc currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services. All sales of products into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces. With our current Sourcewell contract we are working with Canadian Armed Forces in Goose Bay.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example: include Sourcewell in literature used by sales representatives when talking with customers every day, include Sourcewell at tradeshows, conducted regionally (102 shows last 3 years) and nationally (18 shows last 3 years) reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the Sourcewell awarded logo will be added within all of these.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Crafco's social media posts focus on our products, financing, promotions and Supply Centers. We also share customers posts that feature Crafco products to help maintain engagement. Facebook has 1,570 followers (+22% over last 18 months) LinkedIn has 1,761 followers (+63% over last 18 months) YouTube has 228 followers (+93% over last 18 months) Over the last year, Crafco has developed and posted Troubleshooting videos to help end users with quick field repairs and service. Launched Instagram July 2021 Crafco runs multiple print ads in a variety of industry publications as well as 1000's digital ads with our email marketing campaigns per year.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	After Crafco's initial launch of its contract in 2017, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing best equipment and sealant solutions. This training is ongoing with webinars and Crafco University in house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members and non-members looking for information on how to use the contract as well as legal questions regarding purchasing equipment and material from the contract.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Crafco does not utilize an e-procurement processing system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational and safety training is standard with each delivery of machine. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafcoco unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user request. Crafcoco provides ongoing equipment training seminars as well as web-based training and troubleshooting.
40	Describe any technological advances that your proposed products or services offer.	With over 45 years of manufacturing experience, Crafcoco has been the leader in the pavement preservation equipment with advancements in safety controls with our on-demand pump system that stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned from sealant splashing from the wand. The Pump Lockout system was also developed to keep the operator from trying to pump sealant before it is heated to the proper temperature and causing premature wear on the pump. New engine operation controls are being used to operate and monitor the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up, once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafcoco melters much more fuel efficient. Crafcoco's engineering and designs make our crack sealing and patching equipment the safest in the marketplace.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Crafcoco utilizes Tier 4 engines which meet Emission Standards. Crafcoco developed the Crack-Vac filter system for cleaning the cracks and joints in asphalt and concrete roadways and parking lots. This system contains particle matter down to ten microns (PM-10) which complies with the strict air quality standards in effect today. Crafcoco also developed the Dust Control Router which eliminates occupational exposure to respirable crystalline silica and reduces dust by 96% when routing cracks and joint for sealant application. Many Crafcoco sealants are blended with recycled ground tire rubber, as a company, Crafcoco utilizes approximately 10 million pounds of recycled tire rubber a year. Crafcoco's sealant Box packaging contains recycled cardboard and is 100% recyclable. Over the past several years Crafcoco has patented 2 different boxless packages for sealant that eliminates cardboard boxes and is environmentally friendly with all waste eliminated.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Crafcoco has been in business since 1976 serving the Pavement Preservation Industry. Crafcoco has engineers that are members of the ASTM committees that work on sealant specifications for the Country. Crafcoco is also involved with several sealant test decks across the Country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement assures that Crafcoco sealants are designed and manufactured to the highest quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafcoco have testing labs. Every manufacturing lot of material is tested and is certified that the sealants meet the specification it was manufactured to before it is shipped to the end user. This guarantees the products quality. The Crafcoco equipment plant has a very extensive AQ, QC program, that includes the run up of all pieces of equipment to assure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. All KM and Graco equipment will be received either at a Crafcoco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency. Crafcoco is the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafcoco a better understanding of how the melters should work and apply the product in the most efficient way possible.

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Warranty covers products and parts. Detailed warranty information specific to each product offered can be found in the attached documents.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty does not cover travel expense.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions are covered.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.	*
51	Describe any service contract options for the items included in your proposal.	N/A We do not offer service contracts.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Crafco warrants that all Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All Crafco Service Centers and distributors work on a first come, first service basis for equipment service. Exceptions are made when an emergency occurs. Crafco is committed to customer satisfaction. We have a policy of addressing any customer issues within 1 business day.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Net 30 Days – Credit Card and Wire Transfer.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sourcewell awarded NCL, and other agency preferred financing.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Per our current Sourcewell Contract, attached in the Standard Transactions section is the worksheet and quote which will be used if awarded this Sourcewell Contract.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Crafco accepts P-Card procurement and payment process at no additional cost.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Product Category Discount. Pricing lists are attached with related discounts noted.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crafco Equipment and Options: 5-20% off list. Crafco Materials: 20% off list. KM International: 10-18% off list. Graco: 15% off list.
60	Describe any quantity or volume discounts or rebate programs that you offer.	N/A. Not typically offered as most agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When requested for Non-Standard options; these items are sourced through our supply vendor at best price possible.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery methods possible.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Either the direct Territory Manager or Distributor will complete the Sourcwell Worksheet, it will be sent to Crafco corporate office Angie Hoaglin, Contract Administrator, she will verify all pricing is correct, sign worksheet then the approved worksheet is ready to submit to Agency. Once PO is received, we enter in our Quarterly Log where we add all information from PO including fees to be paid to Sourcwell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Crafco will keep a log of all PO's received from the Sourcwell contract that totals all sales from date of award. This information is tracked monthly and reviewed by Senior Management members at Crafco.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	2% based on total sales.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Roadway maintenance equipment including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Sealants and Mastics, Pavement Marking Application Machines and Sani-Sprayers, Asphalt Recyclers and Reclaimers.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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

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

Line Item	Category or Type	Offered *	Comments
72	Asphalt recycles and reclaimers	<input checked="" type="radio"/> Yes <input type="radio"/> No	KM International
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Also Crafcoc Crack Sealants, Mastic and Patching Products.
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Graco.
76	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sani-Sprayers.

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

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.pdf - Thursday July 29, 2021 10:08:55
 - [Financial Strength and Stability](#) - Crafcoc 6-30-20.pdf - Thursday July 08, 2021 11:00:31
 - [Marketing Plan/Samples](#) - Marketing Materials.pdf - Thursday July 08, 2021 12:16:12
 - [WMBE/MBE/SBE or Related Certificates](#) (optional)
 - [Warranty Information](#) - Warranty Information.pdf - Wednesday July 28, 2021 08:39:40
 - [Standard Transaction Document Samples](#) - Transaction Documents.pdf - Wednesday July 28, 2021 08:43:07
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1



AGENDA ACTION FORM

Consideration of a Resolution to Amend Employee and Training Development Policy #33 and adopt Employee Training Agreement.

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-267-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

With a focus on employee retention, Human Resources reviewed the Employee and Training Development Policy #33 and is proposing two key changes.

The first change is to implement an Employee Training Agreement with tiered pay back obligations if the employee voluntary leaves employment within three (3) years after completing the training. Many positions within the city require specialized training, for which the city covers all associated costs. The purpose of the training agreement would aim to ensure that both the City and the employee benefits from the investment in professional development, and in the event the employee leaves employment, the city recoups some of the training costs.

The second change is to increase the tuition reimbursement rates per semester up to \$1,000 for undergraduate courses and up to \$1,200 for graduate courses. In addition to the per semester increases, a fiscal year cap equivalent to the per semester times three (semesters) is outlined. The fiscal year cap will enable employees to either take the full amount for 3 semesters or a smaller amount for mini-esters.

In surveying other municipalities, it was found that most have established a training agreements and our current tuition reimbursement rates were below the average.

Attachments:

- 1. Resolution
- 2. Employee Training and Development #33 – Draft
- 3. Employee Training Agreement

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2009-257
REGARDING THE CITY OF KINGSPORT PERSONNEL
POLICY #33-EMPLOYEE TRAINING AND
DEVELOPMENT POLICY

WHEREAS, the city adopted the Employee Training and Development policy for city employees with Resolution No. 2009-257, effective June 16, 2009; and

WHEREAS, the city would like to amend the Employee and Training Development Policy to focus on employee retention and is proposing two key changes; and

WHEREAS, the first change is to implement an Employee Training Agreement with tiered pay back obligations if the employee voluntary leaves employment within three (3) years after completing the training; and

WHEREAS, the second change is to increase the tuition reimbursement rates per semester up to \$1,000 for undergraduate courses and up to \$1,200 for graduate courses, and in addition to the per semester increases, a fiscal year cap equivalent to the per semester times three (semesters) in outlined.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Resolution No. 2009-257 adopting an Employee Training and Development Policy is amended by substituting the following in place of the existing policy in its entirety:

Policy

The City Manager, or designee, may designate one or more individuals as the city's Training Officer/s to promote employee training and career development.

Employees are encouraged to take advantage of job-related training opportunities to improve their job skills. Department heads may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee's job skills.

Specialized Training and Training Agreement

Departments may identify specialized training relative to department needs. In the event the city sends an employee for employee-sponsored education, such as, but not limited to Police Academy, EMT/Advanced EMT/Paramedic, and Commercial Driving License (CDL), the employee will be asked to sign a training agreement. The purpose of the training agreement aims to ensure that both the City and the employee benefits from the investment in professional development.

When training is required, the department will notify HR prior to the training date. HR will determine if the training meets the level for a training agreement to be initiated, if so, HR will work with the employee to have the agreement completed.

If a training agreement is required, employees must sign the agreement which specifies:

- The nature of the training, education, or certification.
- The training dates/timeframe for the training
- The cost of the training provided by the City.

- The reimbursement obligation and commitment period
 - **12 months or less after training:** 100% of the total cost
 - **13 months to 2 years after training:** 75% of the total cost
 - **2 years to 3 years:** 50% of the total cost
 - **More than three years:** No reimbursement required
- Repayment shall be required in instances where the employee voluntarily resigns or is terminated for cause before the end of the commitment period.

Repayment Terms

If an employee voluntarily resigns, or is terminated for cause before the end of the commitment period, they will be required to repay the training costs, as noted in the reimbursement obligation outline, on their last day of employment, or by an electronic bank withdrawal payment plan. Employees will also have the option to authorize the City to deduct the payment amount from their final paycheck.

If the employee fails to fulfill their reimbursement obligation, this failure will be permanently recorded in their employee file and noted in any employment verification.

Tuition Reimbursement for employee elected college coursework.

Tuition reimbursement may be granted to regular, full-time, active, non-probationary employees for courses that are work-related, that maintain or improve the skills required by employees in their employment, that may be necessary for the anticipated needs of the city, or that may make employees more valuable to the city. Courses, including on-line and video courses, must be taken at or through an accredited college, university, approved trade school, or approved technical school. When questions arise concerning whether or not a course qualifies under the program, they shall be decided by the Human Resources Director, or designee.

Once an employee completes one (1) year of full-time service with the city, and are in good standing, are eligible for this benefit. Before enrolling in a course, an employee must submit through the department head, or designee, to the Human Resources Director, or designee, an application for tuition reimbursement. Application forms are available from the Human Resources department or employee portal. Final approval shall be determined by the Human Resources Director, or designee.

Tuition reimbursement is available as follows:

- Undergraduate Courses: up to \$1,000 per employee per semester/\$3000 in a fiscal year
 - Graduate Courses: up to \$1,200 per employee per semester/\$3,600 in a fiscal year
- City tuition reimbursement will be provided only after applying other financial aid/assistance an employee receives from other sources (e.g. scholarships/grants), and then only if there are eligible expenses remaining unpaid.

Eligible tuition reimbursable expenses include tuition, laboratory and technical fees, and required textbooks. Reimbursement is limited to those eligible expenses actually incurred and paid for by the employee. Incidental fees, such as parking permits, supplies, and recreational/activity fees are not eligible reimbursable expenses.

Tuition reimbursement shall be made upon successful completion of the course (a grade of “C” or better or a “pass” for a pass/fail course for undergraduate courses and a grade of “B” or better or a “pass” for pass/fail courses for graduate courses). In order to receive reimbursement, the employee must provide a copy of the official grade report and all relevant receipts, prior to start of the following semester. To obtain reimbursement the employee must be employed by the city at the time reimbursement is paid.

Other Specialized Courses

Specialized training or courses which may be unique to a respective department may be funded through departmental budgets and shall not be considered under the education/tuition reimbursement policies.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees. While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**CITY OF KINGSPORT
PERSONNEL POLICIES**

Section No: 33 ~~Effective Date: June 16, 2009~~

Subject: Employee Training and Development ~~Resolution No: 2009-257~~

<u>SECTION NO: 33</u> <u>SUBJECT: Employee Training and Development</u>	<u>REPLACES/AMENDS: Employment Verifications, Effective June 16, 2009, Resolution No; 2009-257</u>
<u>RESOLUTION NUMBER: 267-2024</u>	<u>EFFECTIVE DATE: October 1, 2024</u>

Policy

The City Manager, or designee, may designate one or more individuals as the city's Training Officer/s to promote employee training and career development.

Employees are encouraged to take advantage of job-related training opportunities to improve their job skills. Department heads may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee's job skills.

Specialized Training and Training Agreement

Departments may identify specialized training relative to department needs. In the event the city sends an employee for employee-sponsored education, such as, but not limited to Police Academy, EMT/Advanced EMT/Paramedic, and Commercial Driving License (CDL), the employee will be asked to

Item XII.3.

training agreement. The purpose of the training agreement aims to ensure that both the City and the employee benefits from the

investment in professional development.

When training is required, the department will notify HR prior to the training date. HR will determine if the training meets the level for a training agreement to be initiated, if so, HR will work with the employee to have the agreement completed.

If a training agreement is required, employees must sign the agreement which specifies:

- The nature of the training, education, or certification.
- The training dates/timeframe for the training
- The cost of the training provided by the City.
- The reimbursement obligation and commitment period
 - 12 months or less after training: 100% of the total cost
 - 13 months to 2 years after training: 75% of the total cost
 - 2 years to 3 years: 50% of the total cost
 - More than three years: No reimbursement required
- The terms of Repayment shall be required in instances where if the employee voluntarily resigns or is terminated for cause before the end of the commitment period.

Repayment Terms

If an employee voluntarily resigns, or is terminated for cause before the end of the commitment period, they will be required to repay the training costs, as noted in the reimbursement obligation outline, on their last day of employment, or by an electronic bank withdrawal payment plan. Employees will also have the option to authorize the City to deduct the payment amount from their final paycheck.

If the employee fails to fulfill their reimbursement obligation, this failure will be permanently recorded in their employee file and noted in any employment verification.

Tuition Reimbursement for employee elected college coursework.

Tuition reimbursement may be granted to regular, full-time, active, non-probationary employees for courses that are work-related, that maintain or improve the skills required by employees in their employment, that Item XII.3. necessary for the anticipated needs of

the city, or that may make employees more valuable to the city. Courses, including on-line and video courses, must be taken at or through an accredited college, university, approved trade school, or approved technical school. When questions arise concerning whether or not a course qualifies under the program, they shall be decided by the Human Resources ~~Manager~~Director, or designee.

Once an employee completes one (1) year of full-time service with the city, and are in good standing, ~~they~~ are eligible for this benefit. Before enrolling in a course, an employee must submit through the department head, or designee, to the Human Resources ~~Manager~~Director, or designee, an application for tuition reimbursement. Application forms are available from the Human Resources ~~Manager, or designee~~department or employee portal. Final approval shall be determined by the Human_

Resources ~~Manager~~Director, or designee.

Tuition reimbursement is available as follows:

- Undergraduate Courses: ~~_____~~ up to ~~\$600~~1,000 per employee per semester/\$3,000 in a fiscal year
- ~~_____~~ Graduate Courses: ~~_____~~ up to ~~\$700~~1,200 per employee per semester/\$3,600 in a fiscal year

City tuition reimbursement will be provided only after applying other financial aid/assistance an employee receives from other sources (e.g. scholarships/grants), and then only if there are eligible expenses remaining unpaid.

Eligible tuition reimbursable expenses include tuition, laboratory and technical fees, and required textbooks. Reimbursement is limited to those eligible expenses actually incurred and paid for by the employee. Incidental fees, such as parking permits, supplies, and recreational/activity fees are not eligible reimbursable expenses.

Tuition reimbursement shall be made upon successful completion of the course (a grade of "C" or better or a "pass" for a pass/fail course for undergraduate courses and a grade of "B" or better or a "pass" for pass/fail courses for graduate courses). In order to receive ~~payment~~reimbursement, the employee must provide a copy of the official grade report and all relevant receipts, prior to start of the following semester. To obtain reimbursement the employee must be employed by the city at the time reimbursement is paid.

Other Specialized Courses

Specialized training or courses which may be unique to a respective department may be funded through departmental budgets and shall not be considered under the education/tuition reimbursement policies.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



This Training Agreement is entered into as of (Date) , between (Employee Name) and the City of Kingsport.

Purpose:

The City of Kingsport agrees to provide (Employee Name) with training and development opportunities to enhance their skills and qualifications for their current role or potential future roles within the City. In return, the Employee agrees to reimburse the City for the cost of this training if they voluntarily leave the Company within a specified period after completing the training.

Training Details:

- **Training Program:** [Description of the training program]
- **Training Dates:** [Start and end dates of the training]
- **Total Cost:** [Cost of training]

Reimbursement Obligation

If the Employee is unable to complete the training or voluntarily terminates their employment with the City within 3 years following the completion of the training, the Employee agrees to reimburse the City for the cost of the training according to the following schedule:

1 year or less after training: 100% of the total cost
13 months to 2 years after training: 75% of the total cost
25 months to 3 years: 50% of the total cost
More than 3 years: No reimbursement required

Payment Terms

The employee agrees to repay the City the applicable reimbursement amount on their last day of employment or will establish an electronic bank withdrawal payment plan. The employee may also elect to have the funds deducted from their final paycheck by checking the box below.

<input type="checkbox"/> Initials: <hr style="width: 50px; margin: 0 auto;"/>	By checking the box and initialing, I authorize the city to deduct the cost of the training from my final paycheck as outlined under the Reimbursement Obligation section.
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Exceptions

Reimbursement will not be required if the Employee’s employment is terminated by the City, unless such termination is for cause.

Acknowledgment

The Employee acknowledges that they have read and understood this Agreement and agree to the terms and conditions outlined above. The Employee also understands that failure to meet repayment obligations will be permanently recorded in their personnel file and mentioned in any employment verifications.

Employee Signature: _____

Date: _____

HR Director Signature: _____

Date: _____



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Issuance of Qualified Tax-Exempt General Obligation Capital Outlay Notes, Series 2024 not to Exceed \$2,000,000

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-278-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Lisa Winkle
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

In May 2023, the Board of Mayor and Aldermen approved a resolution to authorize an agreement with Raftelis to provide consulting services to guide staff in the selection of a new Customer Information System (CIS). City staff worked hand and hand with Raftelis staff. There were meetings to determine needs, demos to see what was available, and preparation of a request for proposals. The city received 12 proposals. The selection committee narrowed this down to the top 3 proposals. Each of the top 3 vendors came on site to give an in-person demo. From this we narrowed it down to the top 2 vendors. Members of the selection committee went to Lexington NC and Columbia SC to see the products in use. IT is ready to award the bid.

We are now requesting the BMA to authorize the issuance of 12-year Qualified Tax-Exempt Capital Outlay Notes, Series 2024 not to exceed \$2,000,000. The proceeds will be used to fund the purchase of the new Customer Information System, implementation, setup, training, and other related costs.

Bid requests for the Capital Outlay Notes were emailed to local banks on September 19th with reply back due by September 24th at 11:00 a.m. First Horizon Bank was the lowest compliant bidder with interest rate of 4.27%

After Board approval the next step is to request approval from Tennessee Department of Local Government Finance.

Attachments:

Resolution
Capital Outlay Notes Forms and Bids

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BODY OF KINGSPORT,
TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND
PAYMENT OF GENERAL OBLIGATION CAPITAL OUTLAY
NOTES SERIES 2024 NOT TO EXCEED \$2,000,000

WHEREAS, the Governing Body of the City of Kingsport, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: Acquisition of a New Customer Information System including hardware, software, implementation, setup, training and other related costs (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed TWO MILLION Dollars (\$2,000,000) (the "Notes"). The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed four and twenty-seven one hundredth of a percent per cent (4.27%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION II The Notes shall mature TWELVE (12) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 20 years.

SECTION III. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

SECTION IV. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

SECTION V. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

SECTION VI. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

SECTION VII. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

SECTION VIII. The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.

SECTION IX. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

SECTION X. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

SECTION XI. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

SECTION XII. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the _____ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note

together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____(the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
_____ attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of
substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Capital Outlay Note Resolution

Resolution No. _____

RESOLUTION OF THE GOVERNING BODY OF
KINGSPORT, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
GENERAL OBLIGATION CAPITAL OUTLAY NOTES SERIES 2024
NOT TO EXCEED \$2,000,000

WHEREAS, the Governing Body of the City of Kingsport, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: Acquisition of a New Customer Information System including hardware, software, implementation, setup, training and other related costs (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kingsport, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed TWO MILLION_Dollars (\$2,000,000) (the "Notes"). The Notes shall be designated "General Obligation_Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed _____ per cent (_____%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature TWELVE (12) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be

amortized through mandatory redemption in amounts reflecting an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 20 years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 20__.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

Attachment 1

Item XII.4.

CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the _____ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Informal Bid Form

KINGSPORT, TENNESSEE

NOT TO EXCEED \$2,000,000

GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2024

As required by Title 9, Chapter 21, Part 609, Tenn. Code Ann., this information is being submitted to the Comptroller's Division of Local Government Finance to request approval to issue the above notes by the informal bid process based upon the following:

1. The informal bid process is feasible.
2. The informal bid process is in the best interest of our local government.
3. Our local government will be able to amortize the notes together with all other outstanding obligations.
4. Financial institutions were contacted in writing and presented our local government with the interest rates as detailed below (at least three should be contacted, if possible):

Financial Institution/Lender	Interest Rate Quoted
<u>Powell Valley Bank</u>	<u>5.75%</u>
<u>Bank of Tennessee</u>	<u>5.60%</u>
<u>First Horizon Bank</u>	<u>4.27%</u>
<u>Regions Bank</u>	<u>Non-Compliant</u>
<u>Citizens Bank</u>	<u>No Bid</u>
<u>HomeTrust Bank</u>	<u>No Bid</u>
<u>Truist Bank</u>	<u>No Bid</u>

Issuance Costs

There are no issuance costs associated with these notes.

There are issuance costs, and they are itemized on the attached schedule:

Signed: _____

Name and Title (printed): _____

Attachment 1
Schedule of Informal Bid Issuance Costs

Fee	Lender 1	Lender 2	Lender 3	Lender 4	Lender 5
Financial Advisor					
Legal Counsel				\$3,500.00	
Registration					
Paying Agent					
Rating Agency					
Underwriter					
Remarketing Agent					
Advertising					
Other		\$1,000.00			
Total	\$0.00	\$1,000.00	\$0.00	\$3,500.00	



September 23, 2024

Ms. Lindsay Horner
City of Kingsport
415 Broad Street
Kingsport, TN 37660

RE: City of Kingsport Twelve Year Capital Outlay Note-Bank Qualified

Dear Lindsay:

Please accept this letter as First Horizon Bank's confirmation that we agree with the loan proposal terms presented under the RFP for the City of Kingsport's 2024 Capital Outlay Note:

- ❖ A 12-year term capital outlay note with principal payments of 1/12th per year.
- ❖ Amount to be borrowed will not exceed \$2,000,000.
- ❖ Annual principal and interest payments that will be at the first of the month due.
- ❖ Interest rate is quoted as a fixed rate.
- ❖ RFP has been submitted on the attached State of TN form; we understand no other submission form will be considered.
- ❖ Closing date will be scheduled on or before October 31, 2024.
- ❖ No prepayment penalty will be included. We understand pay-off could occur as early as 90 days.
- ❖ Loan will not be assigned in any portion to other parties without prior written authorization of the City.
- ❖ There are no fees nor expenses other than interest (with their maximum monetary estimates) provided under our proposal.
- ❖ There are no restrictions or conditions related to the note which the City will be responsible for under our proposal.

Should you have questions or need additional detail, please don't hesitate to give me a call at 423-378-7068 or by email to jgperdue@firsthorizon.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Perdue".

Greg Perdue
Tri-Cities Market President
JGP/mo

First Horizon Bank
P.O. Box 239
235 E. Center St.
Kingsport, TN 37662
423-378-7043
www.firsthorizon.com

Capital Outlay Note Resolution

Resolution No. _____

RESOLUTION OF THE GOVERNING BODY OF
KINGSPORT, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
GENERAL OBLIGATION CAPITAL OUTLAY NOTES SERIES 2024
NOT TO EXCEED \$2,000,000

WHEREAS, the Governing Body of the City of Kingsport, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: Acquisition of a New Customer Information System including hardware, software, implementation, setup, training and other related costs (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kingsport, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed TWO MILLION Dollars (\$2,000,000) (the "Notes"). The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed four and twenty-seven one hundredth of a percent per cent (4.27 %) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature TWELVE (12) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be

amortized through mandatory redemption in amounts reflecting an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 20 years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 20_____.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

Attachment 1

CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20_____

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the _____ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20_____(the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation:

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of _____, 20_____.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

ENTER BANK NAME

**Amortization Schedule
\$2,000,000 Principal**

Enter Interest Rate
here:

4.27%

<u>Due Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
11/1/2025	\$ 166,667.00	\$ 85,400.00	\$ 252,067.00
11/1/2026	166,667.00	78,283.32	244,950.32
11/1/2027	166,667.00	71,166.64	237,833.64
11/1/2028	166,667.00	64,049.96	230,716.96
11/1/2029	166,667.00	56,933.28	223,600.28
11/1/2030	166,667.00	49,816.60	216,483.60
11/1/2031	166,667.00	42,699.91	209,366.91
11/1/2032	166,667.00	35,583.23	202,250.23
11/1/2033	166,667.00	28,466.55	195,133.55
11/1/2034	166,667.00	21,349.87	188,016.87
11/1/2035	166,667.00	14,233.19	180,900.19
11/1/2036	166,663.00	7,116.51	173,779.51
	<u>\$ 2,000,000.00</u>	<u>\$ 555,099.06</u>	<u>\$ 2,555,099.06</u>



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Hansen Banner, LLC for the purchase of a Software Customer Information System (CIS) and Service Agreement

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-273-2024
Work Session: September 30, 2024
First Reading: NA
Final Adoption: October 1, 2024
Staff Work By: IT Solutions / Finance
Presentation By: Floyd Bailey

Recommendation:

Approve the Resolution.

Executive Summary:

The city is in the process of upgrading the utility billing system software otherwise known as the Customer Information System (CIS). The goal of the project is to improve customer service by streamlining access to utility accounts and methods of payment while modernizing the billing process to ensure accuracy and efficiency.

Over the past year, a team including members of Information Technology - Solutions, Drinking Water, Wastewater, Stormwater, Sanitation, Customer Service, and Finance have reviewed responses to our request for proposals (RFP) and have determined that the Hansen Banner, LLC solution is the desired product which aligns with the city’s goal. The timeline of this implementation project is to commence in October 2024 and “Go-Live” in December 2025.

The cost of the software is \$1,060,064.00 plus vendor travel expenses, which will be paid in portions based on milestones defined in the Agreement.

Funding for this project is available and identified in GP2502, Account Number 311-0000-601.90-03.

Attachments:

- 1. Resolution
- 2. Hansen Agreement

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPOSAL FOR A CUSTOMER INFORMATION SYSTEM TO HANSEN BANNER, LLC; APPROVING THE SERVICE AGREEMENT WITH SAME AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in an effort to align the operations of the city's utilities with customer information and modernizing the process of billing and to improve customer service options; the city is upgrading the utility billing system software otherwise known as the Customer Information System (CIS); and

WHEREAS, proposals were opened on December 13, 2023 and after many hours, staff have determined that the Hansen Banner, LLC solution is the desired product which aligns with the city's business strategies, for their CIS system; and

WHEREAS, the Hansen-Baner, LLC, Software Service Agreement, as attached as Exhibit A to this resolution needs to be executed by the city; and

WHEREAS, the cost of the implementation of the software is \$1,060,064.00 plus vendor travel expenses which will be paid in accordance with the agreement, and funding is available in GP2502.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the proposal for a Customer Information System (CIS) from Hansen-Banner, LLC, in the amount of \$1,060,064.00 plus vendor travel expenses which will be paid in accordance with the agreement, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with Hansen-Banner, LLC, Customer Information System (CIS) to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out in the attached Exhibit A to this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement as attached as Exhibit A to this resolution that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Hansen Banner, LLC
A Hansen Technologies Company
700 Gervais Street
Suite 100
Columbia, SC 29210
United States of America
+1 404 348 4440
hansencx.com

August 13th, 2024

Submitting Organization: Hansen Banner LLC
Authorized Individual: Robert C Slaton, EVP Account Management and Sales
Contact Person for this response:
John Baksa
(203) 600-9913
Fax 1-800-627-8813
John.Baksa@hansencx.com
700 Gervais Street, Suite 100 Columbia, SC 29201

City of Kingsport, TN New Customer Information System

Hansen has completed the review of your request for proposal and has submitted a best and final offer of \$1,698,000 with an applied discount of \$637,906, resulting in an initial implementation cost of \$1,060,094. In addition, Hansen has provided final pricing for recurring software services charges as outlined in the table below.

Item	Product Description	Monthly Charge
Up to 40,000 Utility Accounts	Hansen CIS, Hansen Self Service Portal, Hansen Inventory Manager. Software as a Service fees payable monthly in advance.	Hansen CIS - \$10,800 Portal - \$1,500 Inventory Test - \$1,500
Additional Utility Accounts	Software as a Service fees payable monthly in arrears based on Active Accounts provided by The City the first business day after month end.	Hansen CIS - \$.25 per account Portal - \$.08 per active account Inventory Test - \$.05 per Test

This proposal is considered firm for 90 days from August 13, 2024.

Name of Offer Firm: Hansen Banner, LLC

Print Name of Signatory: Robert C Slaton

Title of Signatory: EVP Account Management and Sales





Version 1

Software Service Agreement

August 2024

Item XII.5.

Copyright © Hansen Technologies Ltd 2024, all rights reserved.

All information in this document is provided in confidence for the sole purpose of adjudication of the document and shall not be used for any other purpose and shall not be published or disclosed wholly or in part to any other party without Hansen's prior permission in writing and shall be held in safe custody. These obligations shall not apply to information, which is published or becomes known legitimately from some source other than Hansen.

Many of the product, service and company names referred to in this document are trademarks or registered trademarks.

They are hereby acknowledged.

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This SOFTWARE SERVICE AGREEMENT (the “Agreement”) is made and entered into as of [Date] (the “Effective Date”), by and between, Hansen Banner LLC with its primary place of business at 700 Gervais Street, Suite 100, Columbia SC 29210 (“Hansen”), and The City of Kingsport, TN (the “Client”). Client and Hansen shall be referred to below individually as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, Hansen has developed and is the proprietor of the Product.

WHEREAS, Hansen and the Client now wish to enter into arrangements for the license, support and maintenance of the Product and provision of the Services on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 Definitions

Definitions. The terms defined in this clause 1 shall have the meanings indicated herein. Capitalized terms defined in the body of this Agreement or in a separate Schedule shall have the meanings set forth herein or therein.

Acceptable Use Policy has the meaning given to that term in clause 19.1

Acceptance Criteria means the agreed criteria and expected test results in respect of the Product which are to be achieved in the course of the relevant Acceptance Tests as prepared by the Client.

Acceptance Certificate has the meaning given to that term in clause 4.4(a)

Acceptance Tests means the agreed acceptance tests (for user acceptance testing) as prepared by the Client in accordance with clause 4.2 and used to determine whether the Change Request or a deliverable under the Initial SOW, as the case may be, operates in accordance with its requirements.

Additional Services Charge means a charge for Additional Services, calculated either in accordance with Hansen’s Standard Rates, or on a fixed-price basis.

Additional Services means any additional services, which are not included in clause 1 of Schedule 4, but which are incorporated into this Agreement using the change control procedures set out in Schedule 3.

Business Day means Monday to Friday inclusive but excluding public holidays in Country / Region of Service as set out in Schedule 1.

Business Hours corresponds to the hours 9:00 AM to 5:00 PM on Business Days.

Change Request means a request for change to the Services by the Client under clause 2.1 of the change control procedures set out in Schedule 3.

Charges means the charges payable by the Client pursuant to this Agreement, calculated and paid in accordance with Schedule 2, and clause 10.

Client Data means the Client's data, including Personal Data that is processed by the System under this Agreement.

Client Materials means any Materials provided by the Client to Hansen under or in connection with this Agreement but excluding the Client Data.

Commencement Date means the date where the Software Service begins operational use.

Confidential Information means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) the "Disclosing Party to the Recipient whether before or after the date of this Agreement. For the avoidance of doubt, "Confidential Information" shall include (i) the terms of this Agreement, (ii) all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the Disclosing Party, but excluding Personal Data, as may be communicated to the Receiving Party pursuant to this Agreement, and (iii) all know-how, techniques, methods, processes, ideas, principles and concepts that relate to the Services or any component thereof, which such information shall be considered the Confidential Information of Hansen.

Defect means (a) a failure of the Product to operate as currently implemented; or (b) any errors, deficiencies, omissions, non-conformances, faults, failures, malfunctions, irregularities or other defects in the Product or any other deliverable provided to the Client pursuant to a Change Request.

Detailed Quote means a quote provided by Hansen to the Client in accordance with clause 3.2 of the change control procedures set out in Schedule 3.

Disclosing Party means a party which discloses, communicates or gives access to its information, to the other party.

Government Agency means any government or any governmental, semi-governmental. Administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity

Implementation Services means the initial setup of the System to provide the Software Service, as set out in the Initial SOW.

Implementation Services Charge means the charge payable to Hansen for the provision of the Implementation Services.

Initial Term means the term commencing from the Effective Date and continuing thereafter for the Services Term as specified in Schedule 1.

Initial SOW means the statement of work attached as Schedule 5.

Intellectual Property Rights means any rights of any kind in: (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of

equipment, products, technology, processes, methods or techniques; (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; (c) confidential information and trade secrets; (d) trade and service marks (whether registered or unregistered); and (e) designs available on Internet sites.

Law means any common law requirement, statute, regulation, rule, proclamation, order, ordinance, or by-law issued by relevant regulators, whether Commonwealth, State, territorial or local that in any way directly or indirectly relates to this Agreement that are in effect on the Effective Date, as amended, updated or re-enacted from time to time.

Materials means any software, hardware, data, diagrams, specifications, system configurations, plans, items, manuals, documented methodology or process, reports, training materials, user guides and any other materials and documents in whatever form.

Out of Hours means all hours outside of Business Hours.

Product means the software programs for the Hansen product(s) as specified in Schedule 1, together with any technical information and documentation necessary for the use of such programs, that Hansen grants a right to use to the Client in the performance of Hansen's obligations under the Agreement.

Public Health Event means (a) a pandemic, epidemic, or disease; or (b) an imminent threat of an event described in (a).

Recipient means the party which receives or is given access to Confidential Information from the Disclosing Party.

Related Entity means, in relation to a party, any "related body corporate".

Release shall have the meaning set forth in Schedule 1.

Schedule means a schedule to this Agreement.

Services means (a) the Implementation Services, (b) Software Service, and (c) any other Additional Services incorporated into this Agreement through the change in control processes in Schedule 3.

Software Service means: (a) the application, hosting, maintenance and support for the Product provided by Hansen to the Client, as set out in clause 1 of Schedule 4, including any Third Party Software Products; and (b) the support services provided by Hansen to the Client as detailed in Schedule 4;

Software Service Usage Conditions means the usage conditions for the Software Service, as set out in Schedule 1.

Standard Rates means the Standard Rates charges set out in Schedule 2.

Statement of Work or SOW means a statement of work for Services entered into between the Parties in accordance with this Agreement.

Supported Version shall have the meaning set forth in Schedule 1.

System means the Product, the hardware, and the Third Party Software Products required by Hansen to run the Product, as Updated and/or modified by Hansen in accordance with clause 3.3, which provides the Software Service.

System Availability shall have the meaning set forth in clause 14.

Third Party Software Products means the third party software and products listed in Schedule 1 that will be supplied by Hansen as a pre-requisite for the Product to operate.

Transition Services means the services described in clause 18.

Term shall mean collectively, the Initial Term and any Additional Terms beyond the Initial Term.

Update means either the installation of Releases of the Product from time to time, or installation of updates to Third Party Software Products from time to time, as the case may be.

Version shall have the meaning set forth in Schedule 1.

2 Term of Agreement

- 2.1 Commencement. This Agreement commences on the Effective Date and shall continue at a minimum for the Initial Term, unless terminated earlier in accordance with clause 17.
- 2.2 Additional Terms. After the expiration of the Initial Term, this Agreement shall continue for additional one year periods (each an "Additional Term") until terminated by either Party giving to the other Party at least 3 months' prior written notice of termination prior to the end of the then-current term. Any Additional Term:
 - (a) is on the same terms as this Agreement;
 - (b) will be subject to the Charges for the relevant Services and Products being adjusted in accordance with clauses 10.5, 10.6, and Schedule 2; and
 - (c) will commence on the day after the expiry of Initial Term or any subsequent Additional Term, as the case may be.

3 Services

- 3.1 Initial Setup. In consideration of the payment of the Implementation Services Charge, Hansen will provide the Implementation Services as set out in the Initial SOW, in accordance with the terms of this Agreement. The Client is to perform its obligations as also set out in the Initial SOW, and in accordance with this Agreement.

- 3.2 Software Service Commencement. On and from the Commencement Date, Hansen must provide the Software Service (and any Additional Services thereafter), and operate the System in accordance with the terms of this Agreement.
- 3.3 Updates and Modifications. In accordance with Schedule 4, Hansen may Update and/or modify the components of the System from time to time provided that such Update and/or modification does not adversely affect the provision of the Services.
- 3.4 Performance of the Services. In performing the Services and operating the System, Hansen must:
- (a) Ensure, from the Commencement Date until the Agreement expires or terminates, System Availability in accordance with clause 14;
 - (b) at all times effect and maintain adequate security measures of the System to safeguard the System from any unauthorized access, use or interference;
 - (c) as soon as reasonably possible notify the Client if Hansen becomes reasonably aware of any unauthorized access, use or interference of its System (including any unauthorized access, use or interference of any Client Data or Confidential Information that is stored on the System) and cooperate with the Client in the resolution of any issues arising from such unauthorized access, use or interference in accordance with clause 13;
 - (d) not alter, modify or change any Client Data, unless the Client provides its prior written consent to such alteration, modification or change; and
 - (e) comply with the terms of this Agreement
- 3.5 Non-exclusivity. This Agreement is non-exclusive and Hansen may provide such Product and Services to any other person.

4 Acceptance Tests

- 4.1 Acceptance Testing. Where applicable, the Client shall test any deliverables provided:
- (a) pursuant to the Initial SOW; or
 - (b) a Change Request;
- in accordance with clause 4.2, Schedule 3 (in the case of a Change Request), and the applicable Acceptance Criteria.
- 4.2 Performance of Acceptance Tests. The Client shall be responsible for the preparation of the Acceptance Tests and all necessary acceptance test data for the purposes of conducting the Acceptance Tests. Hansen shall provide all reasonable assistance to the Client to enable it to complete the Acceptance Tests.
- 4.3 Hansen Participation. Hansen shall be entitled to observe and, to the extent agreed by the Parties, participate in the Acceptance Tests.

- 4.4 Acceptance Test Results. Upon satisfactory completion of the Acceptance Tests, the Client will within two (2) Business Days (or such other period as agreed) provide Hansen with written acknowledgment:
- (a) of acceptance of the deliverable (“Acceptance Certificate”); or
 - (b) of rejection of the deliverable, in which case, clause 4.5 will apply.
- 4.5 Defect Correction. If the Client rejects a deliverable under clause 4.4(b), then without limiting any other right or remedy, the Client may:
- (a) provide Hansen with a list of Defects and Hansen will, at its own cost, correct the Defects within a reasonable time of receiving the list and provide the corrected deliverable to the Client for a repeat of the Acceptance Tests; or
 - (b) grant a partial acceptance of the deliverable(s), in which case clause 4.7 will apply.
- 4.6 Deemed Acceptance. The Client shall be deemed to have accepted the deliverable upon the earlier of:
- (a) the Client issuing an Acceptance Certificate;
 - (b) the deliverable being used in production; or
 - (c) 5 Business Days after the completion of the Acceptance Tests.
- 4.7 Partial Acceptance. If the Client partially accepts a deliverable under clause 4.5(b), the Client must notify Hansen of the modifications it considers necessary to enable the deliverable to comply with the Acceptance Criteria such that it meets the Acceptance Criteria. Upon receipt of that notification, the parties shall agree to the fixes necessary and the timeframes for resolution of the Defect. Upon Hansen implementing the necessary fixes, and the modified deliverable passing the Acceptance Tests the Client must accept the deliverable as modified.

5 Client Obligations and Responsibilities

- 5.1 Client Obligations and Responsibilities. In addition to those responsibilities noted elsewhere in this Agreement, the Client shall:
- (a) provide its own facilities necessary for accessing the System including:
 - (i) network connectivity (lines, usage and labor) to the System from the Client’s other systems and any third-party systems that the Client requires an interface to; and
 - (ii) personal computer workstations and connectivity to the Client’s network server;
 - (b) provide first level support post-implementation. This includes a knowledgeable user responding to enquiries relating to the use of the Product and the initial investigation of any problems. A knowledgeable user is one who is competent and experienced in using the Product;

- (c) ensure that all passwords and user identifications are kept secure and only those employees of their company that are authorized shall have access to the System;
- (d) be responsible for the support and maintenance of all personal computer work-stations at the Client's premises;
- (e) provide Hansen with timely information on any matter which may materially impact Hansen's ability to provide the Services, including forecast changes in demand or volumes;
- (f) provide a primary point of contact for interaction with Hansen;
- (g) report all problems to Hansen in a reasonably timely manner as defined in Schedule 4;
- (h) provide on-going training to its own employees in how to use the Product. It is expected that the Client will have a person (or persons) who are appropriately skilled in the operational use of the Product to train their own staff; and
- (i) be responsible for management of any third parties that the Client requires to be interfaced to;
- (j) be responsible for all other Client Responsibilities as set out in Schedule 4.

6 Training and Additional Services

- 6.1 Training. Where agreed in the Initial SOW, Hansen will provide training as specified in that SOW. Any additional training requested by the Client is an Additional Service and subject to payment of an Additional Charge.
- 6.2 Additional Services. The Client may request that Hansen provide it with Additional Services. Any Additional Services will be subject to payment of an Additional Services Charge, and shall be entered into in accordance with the Change Request processes in Schedule 3. The parties may enter one or more SOWs pursuant to the Change Request process during the Term.

7 Right to Access

- 7.1 Access Grant. Subject to payment of the recurring Software Service Charges described in Schedule 2, Hansen grants to the Client a non-exclusive, non-transferable, irrevocable, right to access the Product and System in the Territory, in order to utilize the Services for its own internal business activities in the Territory, subject to the Software Service Usage Conditions, for the Term (except where this Agreement is terminated in accordance with clause 17.1).
- 7.2 Other Restrictions. Except as permitted by law, the Client will not copy, alter, modify, reverse engineer, decompile, sub-license or reproduce the Product without Hansen's prior written consent or create derivative works of the Product. Except as otherwise permitted herein, in no event shall the Client be permitted, or permit any third party to use the Product or the Services for time-sharing, rental, or service bureau purposes.

8 Ownership of Client Data

- 8.1 Ownership of Client Data. Hansen acknowledges that there is no transfer of title to or ownership of Client Data to Hansen and the Client Data will remain the property of the Client.
- 8.2 Service Improvements. Hansen may aggregate data and information related to the performance, operation and use of the System to create statistical analyses, to perform benchmarking, to perform research and development, to provide additional services, and to perform other similar activities (“Service Improvements”). Hansen will not incorporate Client Data in Service Improvements in a form that could identify Client or its customers, and Hansen will use appropriate techniques to anonymize Client Data prior to performing Service Improvements. Hansen retains all intellectual property rights in Service Improvements.

9 Ownership of Software and Materials

- 9.1 Product and the System. The Client acknowledges that Hansen remains the sole owner of the Product and the System and all Intellectual Property Rights associated with the Product and the System, or Hansen has obtained the necessary licenses and approvals for certain System components to provide the Services in accordance with this Agreement.
- 9.2 Modifications. All Intellectual Property Rights in any modifications to the Product shall immediately vest in Hansen.
- 9.3 Pre-Existing Materials. The Intellectual Property Rights in the Materials which are pre-existing as at the Effective Date will not be altered or transferred or assigned to either Party merely by virtue of the use of such Materials for the purpose of this Agreement.
- 9.4 New Material. The Intellectual Property Rights in the Materials created by Hansen for the purpose of, or in connection with, this Agreement vests in, and is owned by, Hansen.
- 9.5 Client IPR Warranty. The Client warrants that Hansen’s use of the Client Materials does not infringe the Intellectual Property Rights of any third party.
- 9.6 Client Materials Usage Grant. The Client grants to Hansen a royalty-free and non-exclusive right to use any of the Client Materials supplied for the purpose of Hansen’s performance of its obligations under this Agreement.
- 9.7 Hansen IPR Warranty. Hansen warrants that the Client’s use of Hansen’s Materials does not infringe the Intellectual Property Rights of any third party.
- 9.8 Hansen Materials Usage Grant. Hansen grants to the Client a royalty-free and non-exclusive right to use any of Hansen’s Materials supplied for the purpose of the Client’s performance of its obligations under this Agreement.

- 9.9 Hansen IPR Indemnity. Provided the Client has not altered or modified the Product, and is using a Supported Version, Hansen shall indemnify the Client against liabilities, damages, costs and demands, actions, expenses suffered or incurred by the Client in connection with or arising out of any claim that the use or possession of the Product in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party, provided that Hansen is given prompt and complete control of such claim, that the Client does not prejudice Hansen's defense of such claim, that the Client gives Hansen all reasonable assistance at Hansen's cost with such claim and that the claim does not arise as a result of the use of the Product in combination with any hardware or software. Hansen shall have the right to replace or change all or any part of the Product in order to avoid any infringement but shall ensure that the changed or replaced product shall provide the same functionality and performance. The foregoing states the entire liability of Hansen to the Client in respect of the infringement of the Intellectual Property Rights of any third party.
- 9.10 Client IPR Indemnity. To the extent permitted by law, Client shall indemnify Hansen against liabilities, damages, costs and demands, actions, expenses suffered or incurred by Hansen in connection with or arising out of any claim that the use or possession of the Client Materials (including Client Data), in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party, provided that Client is given prompt and complete control of such claim, that Hansen does not prejudice Client's defense of such claim, and that Hansen gives Client all reasonable assistance at Client's cost with such claim. The foregoing states the entire liability of Client to Hansen in respect of the infringement of the Intellectual Property Rights of any third party.

10 Charges

- 10.1 Payment of Charges. The Client shall pay Hansen the Charges in accordance with this clause 10, and Schedule 2. Charges shall be in the currency set out in Schedule 1.
- 10.2 Timely Payment. Subject to clause 10.3 and 10.4, if any invoiced amount payable by Client to Hansen (under the terms of payment set out in Schedule 2) is not paid by the due date for payment which is:
- (a) as detailed in Schedule 2; or
 - (b) in the event of a disputed invoice, where it has been resolved that the invoiced amount ought properly to have been paid by the initial due date, the date which is thirty (30) days from the end of the month in which the resolution was reached,

Hansen may at its discretion charge the Client interest on the outstanding invoiced amount from the date when the invoiced amount fell due for payment (under the terms of payment set out in Schedule 2) up to and including the date of payment of the invoiced amount, which interest shall be deemed to accrue from day to day and shall be payable together with the invoiced amount and such interest shall be calculated at a rate equal to one and one-half percent (1.5%) per month, or the maximum legal interest rate, whichever is less.

- 10.3 **Disputed Invoices.** If the Client disputes the whole or any portion of an amount claimed in an invoice submitted by Hansen under clause 10.2, the Client must advise Hansen within 30 calendar days of receipt of the invoice, otherwise it shall be deemed that the invoice is accepted. In the event of such dispute the Client shall pay the portion of the amount stated in the invoice which is not in dispute and shall notify Hansen in writing (within 30 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.
- 10.4 **Taxes.** The Charges and all other amounts due to Hansen as detailed in this Agreement are net amounts to be received by Hansen, exclusive of all taxes, levies, imposts, duties, excise, charges, deductions, withholdings and assessments, however described, imposed by Law or a Government Agency, including without limitation all sales, withholding, goods and services tax, import or export tax, value-added tax, excise and use taxes (collectively, "Taxes") and are not subject to offset or reduction because of any Taxes incurred by the Client or otherwise due as a result of this Agreement. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that as a governmental entity, Client shall not be responsible for sales or use taxes incurred for products or services. The foregoing is contingent upon Client supplying Hansen with its Sales and Use Tax Exemption Certificate upon signing of this Agreement. Hansen shall bear the burden of providing its supplies with a copy of Client's tax exemption certificate and shall assume liability for such applicable sales and use taxes, if any, that may be incurred.
- 10.5 **Annual Adjustment.** Each year, on the anniversary of the Effective Date ("Adjustment Date"), the Charges will be increased as described in Schedule 2.
- 10.6 **Developments.** If there are any Additional Services, Hansen may as part of the Detailed Quote to the Client in relation to the development, make provision for an adjustment to the Charges, and any adjustment to the Charges shall be payable on a pro rata basis for the remainder of the then current term.

11 Warranties

11.1 **General Warranty.** Hansen warrants to the Client that:

- (a) All Services will be performed and the Products will be provided:
- (i) with due care and skill and will be in accordance with a level of skill, prudence and professional expertise generally provided by suppliers of similar services;
 - (ii) so as to minimize (as far as reasonably possible) disruption to the Client's business;
 - (iii) without infringing, directly or indirectly, the Intellectual Property Rights of any other person.
- (b) it has the full capacity and all necessary licenses, permits and consents to enter into and to perform this Agreement.
- (c) it will make reasonable efforts to conform the customer facing Hansen Self Service Portal to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.

794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.

11.2 Client Warranty. The Client warrants that it will fully comply with Hansen's Acceptable Use Policy.

12 Confidentiality

12.1 A Recipient agrees:

- (a) to keep all the Disclosing Party's Confidential Information confidential;
- (b) not to use the Disclosing Party's Confidential Information other than for the purposes of this Agreement;
- (c) not to disclose the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- (d) ensure that all of its employees or subcontractors who receive or have access to the Disclosing Party's Confidential Information observe all of the confidentiality obligations and undertakings in this Agreement.

12.2 Notwithstanding any other provision of this Agreement, a Recipient may disclose the Disclosing Party's Confidential Information:

- (a) to the Recipient's employees and subcontractors who need to know the information in the course of their employment or consultancy for the purpose of enabling the Recipient to fulfil its obligations under this Agreement provided that the Recipient has first made its employees and subcontractors who need to know the information are aware of the:
 - (i) confidential nature of the Confidential Information; and
 - (ii) terms of this Agreement;
- (b) to the extent required by and in conformance with any law applicable to the Recipient or by any authority or regulatory body having jurisdiction over the Recipient; and
- (c) to the Recipient's related companies, solicitors, auditors, insurers and accountants for the purpose enabling those persons to use the information for the purpose of advising or reporting to the Recipient.

12.3 Clause 12.1 does not impose obligations on the Receiving Party in connection with the Disclosing Party's Confidential Information that:

- (a) at the date of this Agreement is publicly available or subsequent to the date of this Agreement becomes publicly available without breach of this Agreement;
- (b) the Receiving Party obtained from a third party without breach by that third party of any obligation of confidence in connection with that Confidential Information; or
- (c) was in the Receiving Party's possession (as evidenced by written records) prior to it being disclosed to the Receiving Party by or on behalf of the Disclosing Party.

13 Security

- 13.1 IT Security Obligations. Each Party shall maintain an information security program that includes appropriate technical, administrative, and physical safeguards in accordance with good industry practices. In the case of Hansen, such safeguards are as described in its IT Security Handbook, as updated from time to time (IT Security Measures).
- 13.2 IT Security Breach. Where Hansen becomes reasonably aware that there has been a breach of Hansen's IT Security Measures that results in any unauthorized access to the System (a Notifiable Incident), then:
- (a) Hansen shall promptly notify the Client of the Notifiable Incident. Each notification under this section 13.3 must (to the extent then known) include the nature and details of the Notifiable Incident, any remedial action performed by Hansen, and recommendations for any actions to be taken by the Parties.
 - (b) Hansen shall take appropriate remedial action to mitigate and/or remediate the Notifiable Incident; and
 - (c) Hansen and the Client shall meet in good faith to discuss the Notifiable Incident, and agree in writing on the appropriate remedial actions to be performed by the Parties in order to resolve the Notifiable Incident.
- 13.3 Under this Section 13 and for purposes of this Agreement a Notifiable Incident is any breach of IT Security Measures regardless of fault, this includes cyberattacks, hacks and other malicious acts of third parties.

14 System Availability

- 14.1 General Availability. Hansen shall use commercially reasonable efforts to ensure an uptime to the level defined in Schedule 1 with regard to the System ("System Availability"), excluding during the following periods:
- (a) where Hansen performs Scheduled Maintenance or Unscheduled Maintenance, as further described in clause 14.2;
 - (b) where there that has been a suspension in accordance with clause 19;
 - (c) Where System is unavailable due to factors outside of Hansen's reasonable control, including any Force Majeure event or where Internet access is not available; or

- (d) Where Client has failed to pay outstanding Charges.
- 14.2 System Maintenance. Client acknowledges that from time to time Hansen will need to perform certain maintenance tasks in relation to the System (such as database reorganization, hardware upgrades, data archiving and software Updates) (“Scheduled Maintenance”), and during such time the System or certain components of the System may be offline, or may be operating at reduced capacity levels. Hansen will use commercially reasonable efforts to notify Client of System Maintenance with at least 5 Business Days’ notice in advance. Supplier will use commercially reasonable efforts to execute the System Maintenance during the period of lowest anticipated system usage. Client further acknowledges that, from time to time Hansen may declare that it must perform unscheduled maintenance on the System (for instance where critical software patching or emergency maintenance must be performed) (“Unscheduled Maintenance”). In such an event, Hansen will use its best endeavors to notify Client of the Unscheduled Maintenance with as much notice as possible.

15 Employees and Contractors

- 15.1 Each Party agrees that when its staff are present on the premises of the other Party they shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.
- 15.2 Hansen staff engaged in providing Services shall at all times remain under the direction and control of Hansen, unless where specifically agreed otherwise in advance from time to time, with such agreement to be made by the Parties in writing.
- 15.3 During the Term, and for a period of six (6) months thereafter, neither Party shall on its own behalf or on behalf of any person directly or indirectly entice or endeavor to entice away from the other Party any employee or contractor of such other Party. Notwithstanding the foregoing, either Party may hire any such employee or contractor who independently seeks employment through normal channels or who responds to a general solicitation conducted in the ordinary course of business (such as an advertisement in a trade journal or an independent and non-directed solicitation by a third-party employment recruiter who approaches such employee on a wholly unsolicited basis). In the event a Party does employ any of the other Party’s current or former employee or contractor who was at any time during the Term involved in the performance of this Agreement, the Party so hiring shall make payment to the other Party, by way of liquidated damages, an amount equal to the annualized base compensation and benefits at which the hiring Party hired such individual, and shall make the payment therefor to the other Party within thirty (30) calendar days of the date of receipt of the invoice for such payment.
- 15.4 Where during the period specified in clause 15.3 any employee or contractor to whom that clause relates seeks to be employed by the other Party, that other Party shall promptly so advise the first Party.
- 15.5 Hansen will ensure that all of its employees or subcontractors engaged to supply the services under this Agreement shall be suitably qualified for performance of the duties allotted to them. Hansen will follow Key Personnel, of the initial SOW, for replacing resources while working under the Hansen CIS Implementation SOW.

16 Liability

- 16.1 Each Party acknowledges and agrees that in no event shall either party or any of their officers, directors, employees, shareholders, agents, or representatives be liable to the other Party, any of its affiliates, or any other party for any Indirect or Consequential Losses whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise, arising from or relating to this Agreement even if a party has been notified of the possibility or likelihood of such damages occurring.
- 16.2 For the purposes of clause 16.1, “Indirect or Consequential Losses” means any of the following types of losses:
- (a) loss of revenue;
 - (b) loss of actual or anticipated savings
 - (c) loss of profit;
 - (d) loss of goodwill;
 - (e) lost opportunity;
 - (f) any exemplary, punitive or special damages; or
 - (g) any other similar indirect or consequential losses.
- 16.3 Client warrants that it has not relied on any representations made by Hansen which has not been stated expressly in this Agreement or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by Hansen.
- 16.4 Hansen warrants that it has not relied on any representations made by the Client which has not been stated expressly in this Agreement.
- 16.5 Each party acknowledges and agrees that, subject to clause 16.6, in no event will either Party or any of their officers, directors, employees, shareholders, agents, or representatives be liable to the other Party, any of its affiliates, or any other Party for any damages to the other Party, any of its affiliates, or to any third party, whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise, for an amount exceeding the total amount paid by the Client in the 12 month period prior to the date on which such liability arose.
- 16.6 The limitations of liability under clause 16.5, do not apply to the following liabilities:
- (a) liability that the Parties cannot contract out of at law;
 - (b) liability for death or personal injury;
 - (c) liability for infringement of third party Intellectual Property Rights;
 - (d) liability for a breach of Section 12 (Confidentiality)
 - (e) liability for fraud, fraudulent concealment or dishonesty;
 - (f) liability for any grossly negligent act or omission; and
 - (g) liability for any malicious or criminal act or omission.

- 16.7 Where Hansen has lost or corrupted Client Data due to its grossly negligent or willful acts or omissions, Hansen will use its best endeavors to recover the Client Data by restoring the Client Data from the latest backups Hansen is required to keep.
- 16.8 Cyber Attacks. In no event shall a Party (Attacked Party) be liable to the other Party for any breaches under section 13 (Privacy and Security) that are solely the result of a 'cyberattack', 'hack' or other intentional data security breach performed by a hostile third-party, provided that the Attacked Party took commercially reasonable measures in line with good industry practices and in line with their IT Security Measures to prevent the breach.

17 Termination

- 17.1 Either Party ("Party A") may by written notice to the other Party ("Party B") terminate this Agreement immediately upon the happening of any of the following events:
- (a) Party B fails to pay an invoiced amount within 90 days of the due date of the invoice;
 - (b) Party B fails to observe or perform any material provision of this Agreement that Party B fails to remedy within thirty (30) days after receiving a written notice from Party A detailing the breach and requesting that it be rectified;
 - (c) Party B commits any act of bankruptcy or insolvency or an order is made for the bankruptcy or winding up of Party B or a resolution is passed for the winding up of Party B otherwise than for the purposes of amalgamation or reconstruction;
 - (d) Party B enters into a compromise arrangement with creditors;
 - (e) a receiver or official manager of Party B or of any material part of its assets, is appointed; and
 - (f) a Force Majeure event causes a suspension of a Party's material obligations for a period of more than thirty (30) days.
- 17.2 Termination of this Agreement under clause 17.1 takes effect on the date of receipt by Party B of a notice given under that clause. Any amounts owed under this Agreement up to the point of termination shall be due and payable within 30 days of Hansen providing the Client with a tax invoice.
- 17.3 Termination of the Agreement shall not extinguish or affect:
- (a) any rights of either Party against the other which:
 - (i) accrued prior to the time of termination; or
 - (ii) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the time of termination; or
 - (b) the provisions of this Agreement which by their nature survive termination.
- 17.4 Forthwith upon the termination of this Agreement, all usage rights granted by Hansen shall be terminated, and the Client shall return to Hansen any part of the Product in the possession or control

of Client. Each Party shall return to the other Party all Confidential Information and Personal Data in all forms and all copies of the whole or any part thereof in its possession, or, if requested by the other Party, shall destroy the same (in the case of the Product by erasing it from any media on which they are stored) and certify in writing that they have been destroyed.

18 Transition Services

- 18.1 In addition to the obligations set out in clause 17.4, on the termination or expiration of this Agreement by either Party, Hansen may, subject to clause 18.2, if requested by the Client, provide the Client with such assistance as the Client may reasonably require to facilitate the orderly transfer of the Services provided pursuant to this Agreement to another services provider or to the Client itself.
- 18.2 The Transition Services will be provided by Hansen to the Client, subject to Hansen staff resource availability and on a time and materials basis at the Standard Rates. The Parties will agree a reasonable timetable for transition and costs associated with the transition promptly after notice is given.
- 18.3 Hansen shall comply with this clause 18 irrespective of the reason for termination of this Agreement, however it is agreed that if Hansen has terminated the Agreement pursuant to clauses 17.1(a)-(e), then Hansen will only be obligated to comply with this clause 18 if the Client pays in advance for any such services requested of Hansen and remedies any outstanding breaches by the Client, where such breaches are capable of being remedied.

19 Acceptable Use Policy

- (a) Hansen Acceptable Use Policy. So as not to impede the proper running and performance of the System, Client agrees to adhere to the Acceptable Use Policy:
- (b) Client must not:
- (i) use unapproved automated tools, including, but not limited to automated scripts, to extract or manipulate data on the System;
 - (ii) screen scrape data from the System;
 - (iii) use automated bots to extract data from the System;
 - (iv) use or access the System in a way prohibited by Law;
 - (v) use or access the System in a way that could (i) harm the System or (ii) impact System performance; or
 - (vi) participate in excessive execution of datamart reporting.
- (c) Client must only utilize interfaces provided by or approved by Hansen to access the System;
- (d) Hansen reserves the right to suspend any individual user connection or user in breach of this clause 19, with immediate effect, provided that in the event that such suspension takes place, Hansen shall notify the Client as soon as practicable to notify the Client about the event, and to determine, in good faith, how to reinstate the individual user connection or user account.

20 Miscellaneous

- 20.1 Notices. Any notice to be given by one Party to the other Party pursuant to this Agreement shall be given in writing in the English language by prepaid registered post, nationally or internationally recognized overnight courier, by email (with a confirmation copy to be sent by nationally or internationally recognized overnight courier, provided that failure to send such confirmation copy shall not prevent the email notice from being effective), or shall be delivered by hand, provided that: (i) any notice given by prepaid registered post shall be deemed to have been received by the addressee, in the absence of proof to the contrary, fourteen (14) days after the date of postage; (ii) any notice given by overnight courier shall be deemed to have been received by the addressee, in the absence of proof to the contrary, the day after such notice was sent; (iii) any notice delivered by hand shall be deemed to have been received by the addressee, in the absence of proof to the contrary, at the time of delivery; (iv) any notice given by email shall be deemed to have been received by the addressee, in the absence of proof to the contrary, immediately upon the transmission of the email to the email address specified in Schedule A; and (v) notices received (whether by post, courier, email or hand) on a day that is not a Business Day or after 5pm on a Business Day, shall be deemed to have been received on the next Business Day. The addresses detailed in Schedule A shall be used for service of all documents and notices relating to this Agreement.
- 20.2 Public Appropriations. Client is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, Client shall notify Hansen in writing of the lack of funding and intent to terminate no later than six months prior to the end of the current fiscal year. Upon receiving notice as described and in the time period listed in this Section, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Client other than payment for the services rendered up until the end of the Agreement. Such termination shall not be a breach of this Agreement, and any unused payment made to Hansen shall be returned to Client.
- 20.3 Force Majeure. Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement, other than payment of money, arising from any cause(s) beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, terrorism, flood, explosion, civil unrest, industrial dispute of a third party (“Force Majeure Event”). Subject to the Party so delaying promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying Party’s obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists. Each Party shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within thirty (30) days of that notice, the non-delaying Party affected by the delay shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other Party in respect of the termination of this Agreement as a result of a Force Majeure Event.
- 20.4 Public Health Force Majeure. If a Party (“Affected Party”) is unable to perform an obligation or exercise a right or power of the Party under this Agreement, other than payment of money, solely as a consequence of a Public Health Event, or compliance with any direction or order by any authority or government body made in connection with a Public Health Event, the Affected Party must promptly give written notice to the other party (“Public Health Event Notice”). The Parties acknowledge and agree that upon valid service of a Public Health Event Notice by an Affected Party

to the other Party the time for performance of the obligation or the exercise of the right or power is (a) suspended and ceases to be of the essence in relation to the obligation, right, or power; and (b) postponed by the number of days that the Affected Party is unable to perform an obligation, or exercise a right or power of the Party. An Affected Party must (a) take reasonable steps to minimize the effect of the Public Health Event on the Affected Party's ability to perform obligations, or exercise rights or powers under this Agreement; and (b) when the Affected Party is no longer prevented from performing its obligations, or exercising its rights or powers under this Agreement due to the Public Health Event, promptly (i) give notice to each other Party that the Affected Party is no longer prevented from performing its obligations, or exercising rights or powers under this Agreement due to the Public Health Event; and (ii) re-commence carrying out its obligations under this Agreement.

- 20.5 No Partnership. The relationship of Hansen and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- 20.6 Subcontractors. Hansen may subcontract for the performance of this Agreement or any part of this Agreement, provided that Hansen is fully responsible for its obligations under this Agreement even if it has subcontracted all or any part of such obligations under this clause 20.5.
- 20.7 Validity and Severability. If any provision of this Agreement is found or held to be invalid, unlawful or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby. In such event the Parties shall meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same commercial object as the invalid or unenforceable provision, they shall adopt such means by way of variation of this Agreement.
- 20.8 Entire Agreement. This Agreement, including all Schedules, and replaces all prior agreements and arrangements between the Parties and constitutes the entire understanding between the Parties relating to the subject matter of this Agreement. No oral representations, warranties or promises shall be implied as terms of this Agreement unless expressly incorporated herein. Any and all pre-printed terms including any additional or inconsistent terms contained in any Client purchase order are expressly excluded.
- 20.9 Waiver. A waiver by either Party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any other or subsequent breach unless the written notice so provides.
- 20.10 Assignment. A Party may not assign, sub-license, transfer or otherwise dispose of any rights or sub-contract, transfer, delegate or otherwise dispose of any obligations under this Agreement except with the prior written approval of the other Party. A Party (the "Assignor") may however assign, sub-license, transfer to or otherwise dispose of all of its rights and all of its obligations under this Agreement to any Related Entity, provided that the financial standing and creditworthiness of such Related Entity is not less sound than that of the Assignor; and in the case of Client, provided further that such Related Entity is not a direct competitor of Hansen.
- 20.11 Governing Law, Disputes. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Tennessee without reference to the choice of

law provisions and conflict of laws principles thereof. Accordingly, any dispute arising out of or having any connection with this Agreement (including one regarding the existence, validity or termination of this Agreement) shall be decided exclusively in accordance with the laws of the State of Tennessee. The provisions of this clause 20.11 are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement. The parties expressly agree that the United Nations Convention on Agreements for the International Sale of Goods will not apply to this Agreement. Upon any dispute occurring between the Parties to this document in respect of its interpretation or application, the following provisions are to apply:

- (a) The Parties shall:
 - (i) formally refer the dispute to their respective contract managers for consideration;
 - (ii) if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the Parties) from the date of referral, refer the dispute to the respective chief executive officers of each Party; and
 - (iii) in good faith explore the prospect of resolution.
- (b) If the dispute cannot be settled by negotiation between the Parties or their representatives pursuant to clause 20.10(a) then the dispute must be referred to mediation as follows:
 - (i) the mediator shall be a mediator agreed upon by the Parties;
 - (ii) the Parties shall be jointly responsible for the fees of the mediation and each Party must pay its own costs in respect of it;
 - (iii) the Parties may be legally represented;
 - (iv) the place of mediation shall be at a location agreed upon by the Parties.
- (c) Any resolution of a dispute arrived at pursuant to the process set forth in sub-sections (a) and (b) hereinabove which necessitate an amendment to this Agreement shall not be binding until approval of the same has been adopted by Client's Board of Mayor and Aldermen.
- (d) In the event that mediation does not occur within twenty-one (21) days of the mediation being agreed or nominated pursuant to clause 20.10(b) then the dispute may be referred to any court or tribunal having jurisdiction in Kingsport, Sullivan County, Tennessee. Nothing in this clause 20.10 shall prevent a Party from seeking urgent equitable relief before an appropriate court. The Parties hereby waive any right to trial by jury.

20.12 Insurance. Hansen, at its own cost and expense, shall maintain during the term of the Agreement the insurance set out in Schedule 1. Hansen shall, upon the request of Client, provide Client with certificates of insurance and endorsements evidencing the coverages required hereunder.

20.13 Marketing. Hansen may use the Client's name and logo to identify the Client as a Hansen customer and user of the System. In addition, the Parties will work together in good faith to produce a press release upon the execution of this agreement and/or the Commencement Date, white papers, case studies, and other marketing materials as mutually agreed upon from time-to-time. Once approved by both Parties, such materials may be used by each Party without payment to the other Party in

furtherance of sales and marketing efforts.

- 20.14 Modern Slavery. Hansen conducts its business, and will provide the Services, in accordance with Hansen's Modern Slavery Policy, which is available on the Hansen's website, and Hansen can provide a copy to Client upon written request. Hansen additionally publishes an annual Modern Slavery Statement, which can also be found on Hansen's website, a copy of which Hansen can provide to Client upon written request.
- 20.15 Changes in Law. Where there are any changes in Law that may materially impact this Agreement, then the Parties shall agree in good faith on any amendments that may be required to this Agreement
- 20.16 Interpretation. Clause and paragraph headings are inserted for convenience only and shall not be used in the interpretation of associated text.
- 20.17 Precedence. The documents comprising this Agreement shall be read in the following order of precedence: (1) the applicable Detailed Quote (or SOW implementing that Detailed Quote, as the case may be) ; then (2) the Initial SOW; then (3) the clauses of this Agreement; then (4) the Schedules. Where any conflict occurs between the provisions contained in two or more of the documents forming this Agreement, the document higher in the order of precedence shall where possible take precedence to resolve such conflict.
- 20.18 Variation and Change Control Procedure. The provisions of this Agreement shall not be varied, except by agreement in writing signed by the Parties, except for any Additional Services which may be agreed in accordance with the change control procedures specified in Schedule 3, or where otherwise provided for in the Agreement.
- 20.19 Survival of Agreement. Subject to any provision to the contrary, this Agreement shall endure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but shall not endure to be benefit of any other persons. Clauses 8, 9, 12, 13, 16, 17.3, 17.4, , 18, 20.10, and this clause 20.17 survive termination or expiration of this Agreement.
- 20.20 No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Hansen Banner, LLC

City of Kingsport, Tennessee

Signature

Paul W. Montgomery, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Schedule 1. Agreement Particulars

Term	Agreed Position
Country / Region of Service	United States
Territory	USA
Services Term	5 years from the Commencement Date.
Products	Hansen CIS, Hansen Self Service Portal, Hansen Inventory Test
Software Service Usage Conditions	<ul style="list-style-type: none"> • Two (2) AWS environments Production and Non -production. • Non-production will contain both Training and Development Environments. Production will contain a reporting database in addition to the Hansen CIS application database • Production availability 24X7 (except for scheduled outages); and non-production availability on Business Days, 12 hours per day • Disaster Recovery Environment is included
Third Party Software Products	
Version and Supported Version	
Release	2023
Currency	US Dollar
Insurance	See Appendix I - Insurance
System Availability	Hansen shall use commercially reasonable efforts to ensure the following System Availability: 99.5%
Location for Notices: Hansen	Attention: General Counsel Hansen Banner, LLC 74 W Broad St Suite 530 Bethlehem, PA 18018 Email: LegalTeam@hansencx.com
Location for Notices: Client	Attention: Email:
With a Copy to:	Office of the City Attorney, City of Kingsport

	415 Broad Street Kingsport, TN 37660 Email: bartrowlett@king sporttn.gov
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Item XII.5.

Support Contact Details

The following are the details for accessing support for the Software Service.

Hansen contacts:

Name	Title	Contact Details
Jennifer Catalanatto	Hansen Account Manager	
Micah Frick	Hansen Delivery Manager	
Hansen Service Desk		bannerCISsupport@hansencx.com 1 (866) 251-3809

Client contacts:

Name	Title	Contact Details
Kristen Steach	Client Account Manager	kristenstech@kingsporttn.gov +xx xxx
		[Additional Client Contact Details]

APPENDIX I - INSURANCE

Hansen shall maintain the following insurance coverages:

1. Such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.
2. Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are:
 - General Liability
 - Automobile Liability
3. Technology Errors & Omissions Liability Coverage with a limit of liability not less than \$5,000,000 per claim, \$10,000,000 annual aggregate.

For policies written on a "Claims-Made" basis, the successful bidder must agree to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Hansen agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Hansen of the obligation to provide replacement coverage.

General Liability and Automobile Liability insurance policies and certificates shall list the City of Kingsport, its officers, officials, agents, and employees as "Additional Insured".

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Kingsport."

All insurance coverages required shall be purchased and maintained with insurance companies lawfully authorized to do business in Tennessee. Coverages shall apply on a primary and non-contributory basis with any insurance and/or self-insurance maintained by City of Kingsport.

Schedule 2. Charges

1. Implementation Services Charge

The Implementation Service Charge is as described in the Initial SOW.

2. Recurring Software Service Charge

Item	Product Description	Monthly Charge
Up to 40,000 Utility Accounts	Hansen CIS, Hansen Self Service Portal, Hansen Inventory Manager. Software as a Service fees payable monthly in advance.	Hansen CIS - \$10,800 Portal - \$1,500 Inventory Test - \$1,500
Additional Utility Accounts	Software as a Service fees payable monthly in arrears based on Active Accounts provided by The City the first business day after month end.	Hansen CIS - \$.25 per account Portal - \$.08 per active account Inventory Test - \$.05 per Test

The Recurring Software Service Charge becomes effective as of the Commencement Date.

Annual adjustment. In accordance with clause 10.5 of this Agreement, at least 4 months prior to the Adjustment Date, Hansen may provide Client with an updated fee schedule that will apply from the Adjustment Date.

3. Third Party Software Products

Hansen has no control over Third Party Software Products which may be subject to fee change, cancellation, discontinuation or specification change without prior notice to either Hansen or the Client by the provider(s). In the event of any change including (but not limited to) those outlined above, Hansen will promptly notify Client of any changes to the charges, and from when they shall apply.

Hansen will provide update and maintenance services of the Third-Party Software and Products.

4. Additional Services Charge / Standard Rates

The following Standard Rates shall be used by Hansen for the provision of Additional Services to the Client, unless the Parties agree in writing to perform the Additional Service for a fixed price. In accordance with clause 10.5 of this Agreement, at least 4 months prior to the Adjustment Date, Hansen may provide Client with updates to the rates that will apply from the Adjustment Date.

The Standard Rates are as follows:

Technical Services	Hourly Rate*
Help Desk Support	\$200
System Maintenance	\$200
Technical Consulting	\$200
Software & Process Testing	\$200
Project Management	\$225
Business & Market Analysis	\$200
Training and documentation	\$225
Solution Development	\$200
Solution Architecture	\$200

*All rates are exclusive of taxes, travel, accommodation, and reasonable out of pocket expenses incurred for work performed on the Client's premises. The rates that appear in the table above apply to the first year of this Agreement. Thereafter, all rates are subject to an annual increase of the greater of 5% or CPI meaning the current percentage increase in the United States consumer price index (all items: CPI-U) as published by the Bureau of Labor Statistics in respect to the preceding twelve (12) month period.

Hansen must provide to the Client, attached to each tax invoice, a copy of substantiating evidence of each expense claim.

5. Terms of Payment

All Charges are invoiced monthly. Payment by the Client shall be made within thirty (30) days from when the invoice is received by the Client. All payments shall be made to Hansen at its address as notified in writing by Hansen to the Client or made directly to a nominated Hansen bank account.

Schedule 3. Change Control Procedures

1. General.

1.1. The Parties will use this Change Control Procedure for variations to:

- (a) Charges, other than those variations to charges as set out in 10.5 and Schedule 2;
- (b) Services, or where the Client wishes to obtain Additional Services;
- (c) any other procedures Hansen is obligated to provide under this Agreement.

1.2. The Parties will act in good faith and reasonably with respect to this process.

2. Change Request.

2.1. The Client may request (either itself or following a suggestion made by Hansen) that:

- (a) a change be made to a Product or Service being provided by Hansen, or otherwise to this Agreement;
- (b) Hansen develop an enhancement to the Product; or
- (c) Hansen provide an Additional Service.

each a Change Request

2.2. Hansen will keep a log of all such Change Requests the Client submits to Hansen. Hansen will maintain this log, showing the status of each Change Request from its generation to final closure. Hansen will make this log available to Client at its request.

2.3. The Client and Hansen must determine by mutual agreement in good faith a priority level for each Change Request to be dealt with.

3. Quote and Impact Analysis

3.1. Subject to clause 3.2 of this Schedule 3, Hansen will conduct a high-level impact analysis of each Change Request at its own cost. Hansen will provide Client with an order of magnitude (“OOM”) in relation to this Change Request within the time agreed between the Parties when the Change Request is submitted.

3.2. If the Client wishes for Hansen to provide a detailed Quote for the Change Request, (which includes analysis, functional documentation, and, where applicable, a draft SOW) (a “Detailed Quote”), Hansen will do so once the Client has approved the request in writing.

3.3. Where requested as above, Hansen will provide the Client with a Detailed Quote including:

- (a) the charges for performing the requested services as set out in the Change Request;

- (b) an impact analysis report including an impact assessment of any impacts the Change Request will have on other activities; and
- (c) where the Detailed Quote involves the provision of an Additional Service, or where the Parties otherwise agree, a draft SOW.

3.4. It will then be the decision of the Client whether to approve the Detailed Quote.

3.5. Hansen must not commence any work to deliver the Change Request relating to a Detailed Quote until the Client has approved the Detailed Quote in writing (which, in the case of an Additional Service, or where the Parties have otherwise agreed that a draft SOW will be prepared, will only occur when the Parties have executed the SOW).

4. Undertaking the Change Request.

4.1. When the Client has approved a Detailed Quote in accordance with section 3.5 above, Hansen will perform the relevant services in accordance with the Detailed Quote and this Agreement (including, where applicable, in accordance with the SOW)

4.2. Any replacement for, or alteration, Update, upgrade or enhancement to, the Product as a result of a Change Request implemented in accordance with this Schedule 3 will form part of the Product governed by this Agreement.

Schedule 4. Services - SOFTWARE AS A SERVICE OPERATIONS

From the Commencement Date, provided that Client has paid all applicable Charges set forth in Schedule 2, Hansen shall provide the following services:

1. Overview

This Addendum provides details on the activities required from a SaaS operations perspective for Hansen CIS, Hansen Self Service Portal and Hansen Inventory Test in a software as a service ("SaaS") deployment model. It is intended to provide details, not only on the tasks that need to be performed in a business as usual or operational state, but also to outline the responsibilities of Hansen and the Client to ensure a successful ongoing operational relationship.

The timeline for the start of these operational services estimated to commence one month prior to go-live , to evaluate go-live readiness and to plan for the transition to SaaS Operations. There will be a heightened support time period after go-live in which the Hansen project team will be the primary points of contact, transitioning to the Hansen SaaS operations team by the end of that time period.

The services outlined in this document will be reviewed on an annual basis and are subject to change to ensure services provided remain in line with this Addendum.

2. Scope of SaaS Operational Services

2.1 Operational Management

As part of the SaaS Operational Services Hansen provides the:

ID	Scope
IOS01	<p data-bbox="277 489 448 520">Infrastructure</p> <ul data-bbox="326 537 1458 1226" style="list-style-type: none"> <li data-bbox="326 537 1458 638">• Maintain and administer hardware/server infrastructure, troubleshoot and support hardware/server infrastructure, manage utilization and capacity of hardware/servers according to reasonable standards. <li data-bbox="326 659 1458 726">• Maintain and administer server Operating System (OS) configuration, maintain level of Operating System components (e.g., patches, service packs, upgrades). <li data-bbox="326 747 1458 877">• Troubleshoot and support server OS. Maintain and administer software/application configuration, maintain level of software/application with current, new, and updated components (e.g., patches, service packs, upgrades) according to reasonable standards. <li data-bbox="326 898 951 930">• Troubleshoot and support software/application. <li data-bbox="326 951 1458 1018">• Hansen provides an outbound data transfer cap of one (1) terabyte. Any data above this cap will be billed monthly to the Client. <li data-bbox="326 1039 1458 1106">• Hansen provides an environment with a disk storage cap of one (1) terabyte for Production. Any data storage above this cap will be billed monthly to the Client. <li data-bbox="326 1127 1458 1226">• Hansen provides an environment with a disk storage cap of one (1) terabyte for Non-Production. It is noted that, any data storage above this cap will be billed monthly to the Client.
IOS02	<p data-bbox="277 1293 383 1325">Network</p> <ul data-bbox="326 1341 1458 1545" style="list-style-type: none"> <li data-bbox="326 1341 1192 1373">• Establish 24x7x365 connectivity of the Wide Area Network (WAN) <li data-bbox="326 1394 1458 1461">• Establishment and management of a secure, client specific access to the Hansen application(s) and integrations. <li data-bbox="326 1482 1458 1545">• Maintenance of the Hansen portion of any VPN connections between Hansen and the Client where applicable.

ID	Scope
IOS03	<p>Performance and Capacity</p> <ul style="list-style-type: none"> • Maintain capacity plan based on application metrics. (e.g., users, new apps, etc.). • Perform trend analysis as input to capacity forecasting. • Scale system as required to meet SLAs (service level agreements) as defined in Section 3. • Monitor online performance of all in-scope environments and take appropriate action to address performance issues. • Perform performance tuning. • Monitor, manage, and report system performance. • Monitor, manage, and report on the system availability. • Analyse performance related incidents to identify factors impacting performance. • Provide recommendations to improve system performance.
IOS04	<p>Database</p> <ul style="list-style-type: none"> • One (1) Production and one (1) Non-Production database is maintained. Additional temporary environments can be requested for additional fees agreed upon by Hansen and the Client. • Manage and administer the database environment. • Maintain, administer, troubleshoot, and support the database and object configuration. • Receive and evaluate manufacturer provided DBMS patches, updates, upgrades, and prioritize as appropriate for implementation within documented time periods. • Perform database object and software tuning consistent with applications response time targets defined in Section 3, SLA08. • Provide a continuous update model for application patches/enhancements to eliminate need for major upgrades. • Perform database startup/shutdown procedures. • Maintain database on vendor supported versions during the contracted period. • Manage and monitor file maintenance requirements. • Perform database capacity planning. • Apply object updates. • Implement minor technology updates. • Provide system maintenance scheduling and coordination. • Perform periodic refreshes of the Non-Production Environments from the Production Environment to include all relevant object updates (e.g., data, applications, etc.) based upon an agreed upon schedule.

ID	Scope
IOS05	<p>Application</p> <ul style="list-style-type: none"> • Document Change Control process with applicable approvals for any change promoted to production. • Apply code patches for application software. • Release planning and deployment is agreed upon between Hansen and Client (e.g., Dev, Prod.). • Hansen is responsible for applying all baseline code and all Production code deployment. Maintain currency of all baseline training related documentation with each new release. • Client specific documentation is the Client's responsibility. • Provision of a 24 x 7 mechanism for the logging of faults and queries. • Hansen will be responsible for the maintenance of User Interface related configurations.
IOS06	<p>Backup and Maintenance</p> <ul style="list-style-type: none"> • Storage of live data for five (5) years. • Schedule, perform and monitor full system backups daily and retain for 15 days. • Collect metrics: produce reports on backup timeliness, success rate, missed files, restore requests, and restore timing. Metrics can be provided upon request. • The defined maintenance window for the Production environment is once per quarter occurring on the 3rd Sunday of the month for a max of 8 hours. • The defined operating window for Non-Production databases is 7am – 7pm regional time.
IOS07	<p>Disaster Recovery</p> <ul style="list-style-type: none"> ▪ Perform data restore / data recovery once a year. ▪ Provide a continuous replication of system architecture in a geographically disparate disaster recover environment. ▪ Hansen will implement a DR policy that protects against loss or interference of any of the application data by taking backup copies of all system information, software, and system images necessary to recover the complete system in the event of a disaster and regularly testing restoration procedures to ensure backup arrangements meet Hansen's targeted recovery SLA as defined below: ▪ Production application and database servers are replicated in real-time allowing for near zero (up to max 1 hour) data loss (RPO) ▪ Targeted recovery time: 8 hours (RTO)

ID	Scope
IOS08	<p>Security</p> <ul style="list-style-type: none"> Implement security administration requests in accordance with approved client processes. Provide overall application security, maintenance, and administration. Maintain and support firewall subsystem software components (e.g., patches and software upgrades). Hansen requires all 3rd party payment vendors to be maintain PCI-DSS (Payment Card Industry) compliance. Manage environments using MSOC (Managed Security Operations Centre) & Firewalls.
IOS09	<p>Operational Oversight</p> <ul style="list-style-type: none"> Hansen will provide operational oversight and serve as the escalation point for operational issues. Hansen Service Desk platform will serve as the system of record for operational tasks to be performed by Hansen or by the Client.

2.2 Continuous Monitoring Services

Hansen provides 24x7x365 continuous monitoring of SaaS infrastructure. The following table outlines the areas of the solution that will be monitored.

ID	Scope
IMS01	<p>Network</p> <ul style="list-style-type: none"> 24x7x365 monitoring of the Wide Area Network (WAN) Notification to designated client representative(s) of service interruption.
IMS02	<p>Security Monitoring</p> <ul style="list-style-type: none"> Report security incidents that impact the client and other vendors whose services are provided in the same operating environment as the services provided in this Addendum. Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure.
IMS03	<p>Application Monitoring</p> <ul style="list-style-type: none"> Hansen monitors the CIS application, Hansen Integration Framework, Hansen Self Service Portal, and Hansen Inventory Tester Portal for CPU, memory, and disk performance.

ID	Scope
IMS04	<p>Batch Monitoring</p> <ul style="list-style-type: none"> The execution of the daily batch to ensure completion of each step and the overall completion occurs before the start of business the next day. This includes the completion of each job (programs and Interfaces as well as any scripts). Management is done through Hansen CIS's Batch Scheduler (interface/file delivery, batch processing completion and report availability). Hansen monitors and provides documented report of any incidents.
IMS05	<p>Monitoring Oversight</p> <ul style="list-style-type: none"> Hansen provides monitoring oversight and serve as the escalation point for monitoring related issues. Hansen Service Desk platform serves as the system of record for monitoring tasks to be performed by Hansen or by the Client.

2.3 Customer Support Services

Hansen provides the following SaaS customer support services.

ID	Scope
ICS01	<p>Issue Management</p> <ul style="list-style-type: none"> Hansen Service Desk platform serves as the system of record for recording and tracking application and infrastructure related issues. Hansen addresses tickets based on their Severity Level Hansen performs triage on any reported issues to determine root cause Hansen determines an appropriate resolution to reported issues and provide a release plan to provide correction to Client for testing. Hansen internally verifies the resolution to the reported issues in a "base configured" internal environment. Hansen deploys corrections to a Non-Production Environment in accordance with the Update Management process. Hansen deploys the correction in the Non-Production Environment prior to informing Client that the environment has been updated. Once Hansen receives approval, Hansen will deploy the correction to the Production Environment. Hansen provides deployment verifications after the Non-Production or Production Environments have been updated.

ID	Scope
ICS02	<p>Operations Management</p> <ul style="list-style-type: none"> • Hansen Service Desk platform serves as the system of record for recording and tracking application as well as infrastructure related Operations tasks. • Hansen and Client will agree on a set of Operational tasks to be performed on a regularly agreed upon schedule. • Request for additional Operations tasks will be reviewed by Hansen to determine proper ownership and timing. • Hansen confirms the completion of each Operational tasks through the Hansen Service Desk platform. • Hansen liaisons with the Client's nominated staff in relation to Operations management.
ICS03	<p>Update Management</p> <ul style="list-style-type: none"> • Critical issues resolutions are immediately applied to production outside of the update management process. • Hansen notifies the Client of the monthly defect release schedule. This monthly release will include defect corrections made to the system and will be scheduled monthly on an as-needed basis. • Hansen notifies the Client of the quarterly release schedule. The quarterly release will include product enhancement along with prior monthly defect correction releases. • Hansen provides Release Notes with each monthly and quarterly release. • Hansen deploys updates to a Non-Production Environment and perform deployment verifications prior to turning the Non-Production Environment over to Client for acceptance. • Once Client approves change to be applied to Production, Hansen will deploy update to Production and perform deployment verifications prior to turning the Production Environment over to Client for acceptance.
ICS04	<p>Customer Support Services Oversight</p> <ul style="list-style-type: none"> • Hansen provides monitoring oversight and serve as the escalation point for Customer Support Services related issues. • Hansen Service Desk platform serves as the system of record for Customer Support Services tasks to be performed by Hansen or by the Client.

2.4 Annual Services

The following annual services are included as part of SaaS Operational Services:

ID	Scope
IAS01	<p>Disaster Recovery Test</p> <ul style="list-style-type: none"> • Conduct annual testing of the Disaster Recovery (DR) solution and provide detailed results. • Switch over to a DR environment when a DR event is called. A DR Event will be called, with prior consultation and written approval by the Client. • DR Recovery Time Objective (RTO) of 4 hours, and DR Recovery Point Objective (RPO) of near zero data loss up to 1 hour.
IAS02	<p>Penetration Test</p> <ul style="list-style-type: none"> • Hansen performs an annual penetration test on either a similar environment as the Client (same architecture and application version) or on the Client's environment. • Penetration test will be performed by 3rd party and results of test will be shared with Client once Hansen has reviewed and determine any actions needed to address identified deficiencies.
IAS03	<p>Annual Services Oversight</p> <ul style="list-style-type: none"> • Hansen provides annual service oversight and serve as the escalation point for annual service-related issues. • Hansen Service Desk platform serves as the system of record for Annual service tasks to be performed by Hansen or by the Client.

2.5 Client Responsibilities

ID	Scope
CR01	<p>Applications Management</p> <ul style="list-style-type: none"> • Client is responsible for the ongoing management of Hansen CIS and supporting modules configurations. • Client is responsible for end user application security management (i.e.: moves, adds, changes, and deletions) through Hansen CIS. • Client is responsible for all reporting activities that occur in the Non-Production Environment. • Client will provide on-going functional training for current and new users. • Client is responsible for setting up and maintaining the batch schedule. • Client is responsible for financial processing, including end of year reporting and system balancing.
CR02	<p>Network Management</p> <ul style="list-style-type: none"> • Maintenance of the Client portion of any VPN connections between Hansen and the Client. • Client will be responsible for all required networks from point of demarcation.
CR03	<p>Update Management</p> <ul style="list-style-type: none"> • Client will be responsible for acceptance of changes applied to Non-Production and Production as part of the monthly and quarterly update process. • Timing of monthly and quarterly updates will be agreed to and rescheduling of updates will only be on an exception basis. • Acceptance of updates will be performed by the Client within 5 business days, or an agreed upon timeframe, to avoid unnecessary delays in applying updates.
CS04	<p>Issue Management</p> <ul style="list-style-type: none"> • Client is the first line of support of issues using existing knowledge base. • Client will make the determination to escalate and submit issues to Hansen via the Hansen Service Desk. • Client is responsible for logging all issues in Hansen Service Desk platform. • Client is responsible for providing detailed information on all issues submitted to Hansen. This includes, but not limited to: <ul style="list-style-type: none"> ○ Point of contact ○ Detailed steps to recreate an issue. ○ Any informative screenshots of the issue. ○ Environment where issue resides. ○ Business impact or critical path affected.

ID	Scope
CS05	<p>Operations Management</p> <ul style="list-style-type: none">• Client is responsible for logging all Operations Management request in Hansen Service Desk platform.• Client is required to provide timely feedback on issues or Operational Management questions.
CS06	<p>Billing Data Accuracy</p> <ul style="list-style-type: none">• Client is responsible for the accuracy of all outbound communications initiating from Hansen CIS. This includes all bills, reports, and customer communications.

2.6 Out of Scope

Anything not specifically detailed as in scope shall be considered out of scope in regard to SaaS Operational Services. For clarity, the table below describes the scope of work that will not be provided:

ID	Scope Exclusions
EXC01	The correction of issues that reside within a 3 rd party application. Hansen will track 3 rd party issues within the Jira platform but the responsibility for addressing issues is with the 3 rd party.
EXC02	Hardware that is no longer supported by its manufacturer.
EXC03	Operating systems or versions of operating systems that are no longer supported or updated by their authors.
EXC04	Errors resulting from product misuse, negligence, or improper utilization of any part of the Software or Services.
EXC05	Issues arising from electrical failures, internet connection problems, or data issues deemed to be under the Client's exclusive control and responsibility, including but not limited to data input and output, which are outside the scope of this Addendum.

3. Service Level Agreements (SLAs)

The table below outlines the Service Level Agreements that are provided by Hansen related to SaaS Operational Services. In the event an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this Addendum, but the parties will meet and will follow the agreed change management process to ensure that the scope and assumptions are updated.

ID	Description
SLA01	<p data-bbox="277 279 516 310">Issue Management</p> <p data-bbox="277 384 402 415"><u>Severity 1</u></p> <p data-bbox="277 489 378 520"><u>Criteria:</u></p> <ul data-bbox="326 541 1271 615" style="list-style-type: none"> <li data-bbox="326 541 781 573">▪ Production Environment is down. <li data-bbox="326 590 1271 621">▪ The application is non-operational, and no users can access the system. <p data-bbox="277 642 467 674"><u>Requirements:</u></p> <ul data-bbox="326 695 1073 873" style="list-style-type: none"> <li data-bbox="326 695 751 726">• Applicable to Hansen CIS only <li data-bbox="326 743 727 774">• Production Environment only <li data-bbox="326 791 1073 823">• A client representative must be available until resolution. <li data-bbox="326 840 854 871">• Immediate system update is approved. <p data-bbox="277 896 597 928"><u>Response Target:</u> 1 Hour</p> <ul data-bbox="326 949 1073 1085" style="list-style-type: none"> <li data-bbox="326 949 662 980">• 24x7 response window <li data-bbox="326 997 1073 1029">• A response acknowledging the issue has been received. <li data-bbox="326 1045 954 1077">• Assignment of the issue has been coordinated. <p data-bbox="277 1104 488 1136"><u>Communication:</u></p> <ul data-bbox="326 1157 1203 1188" style="list-style-type: none"> <li data-bbox="326 1157 1203 1188">▪ Hourly updates are provided to the client point of contact via email. <p data-bbox="277 1207 646 1239"><u>Resolution Target:</u> <4 Hours</p> <p data-bbox="277 1257 1328 1289">A Severity 1 defect will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="326 1310 1255 1446" style="list-style-type: none"> <li data-bbox="326 1310 1255 1341">▪ The Hansen CIS system is operational and fully accessible to the Client <li data-bbox="326 1358 1219 1390">▪ Providing a workaround leading to the reclassification of the severity <li data-bbox="326 1407 818 1438">▪ Reclassification of the issue severity <p data-bbox="277 1509 423 1541"><u>Deployment:</u></p> <ul data-bbox="326 1562 721 1593" style="list-style-type: none"> <li data-bbox="326 1562 721 1593">▪ Immediately upon resolution

ID	Description
SLA02	<p data-bbox="277 279 516 310">Issue Management</p> <p data-bbox="277 380 516 411"><u>Severity 2 - Hot Fix</u></p> <p data-bbox="277 485 380 516"><u>Criteria:</u></p> <ul data-bbox="326 537 1360 720" style="list-style-type: none"> ▪ Critical Business Impact with no alternative. ▪ Important System features are unavailable with no feasible workaround ▪ Framework issues due to security ▪ Framework issues leading to severe degradation of performance outside SLA08 <p data-bbox="277 741 464 772"><u>Requirements:</u></p> <ul data-bbox="326 793 1073 976" style="list-style-type: none"> • Applicable to Hansen CIS only • Production Environment only • A client representative must be available until resolution. • Immediate system update is approved. <p data-bbox="277 997 613 1029"><u>Response Target: 2 Hours</u></p> <ul data-bbox="326 1050 1073 1182" style="list-style-type: none"> • 24x7 response window • A response acknowledging the issue has been received. • Assignment of the issue has been coordinated. <p data-bbox="277 1203 488 1234"><u>Communication:</u></p> <ul data-bbox="326 1255 1409 1318" style="list-style-type: none"> ▪ Routine status updates are provided in the associated ticket via the Hansen Service Desk application. <p data-bbox="277 1339 638 1371"><u>Resolution Target: 24 Hours</u></p> <p data-bbox="277 1392 1401 1423">A Severity 2 Hot Fix issue will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="326 1444 1227 1627" style="list-style-type: none"> ▪ Closing the incident following provision of an agreed upon resolution. ▪ Providing a workaround leading to a re-classification of the severity. ▪ Reclassifying as a lower-level severity. ▪ Continuing to provide support until a resolution is found <p data-bbox="277 1648 427 1680"><u>Deployment:</u></p> <ul data-bbox="326 1701 719 1732" style="list-style-type: none"> ▪ Immediately upon resolution

ID	Description
SLA02	<p data-bbox="277 279 516 310">Issue Management</p> <p data-bbox="277 384 410 415"><u>Severity 2</u></p> <p data-bbox="277 489 380 520"><u>Criteria:</u></p> <ul data-bbox="326 537 1214 617" style="list-style-type: none"> <li data-bbox="326 537 1214 569">▪ The Software is operational with functional limitations or restrictions. <li data-bbox="326 583 1029 617">▪ There is a serious impact on the Client's productivity. <p data-bbox="277 642 607 674"><u>Response Target: 2 Hours</u></p> <ul data-bbox="326 690 1073 825" style="list-style-type: none"> <li data-bbox="326 690 680 722">▪ Standard business hours <li data-bbox="326 739 1073 770">▪ A response acknowledging the issue has been received. <li data-bbox="326 787 953 825">▪ Assignment of the issue has been coordinated. <p data-bbox="277 846 487 877"><u>Communication:</u></p> <ul data-bbox="326 894 1411 961" style="list-style-type: none"> <li data-bbox="326 894 1411 961">▪ Routine status updates are provided in the associated ticket via the Hansen Service Desk application. <p data-bbox="277 982 716 1014"><u>Resolution Target: 5 Business Days</u></p> <p data-bbox="277 1031 1325 1062">A Severity 2 defect will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="326 1079 1224 1367" style="list-style-type: none"> <li data-bbox="326 1079 1224 1110">▪ Closing the incident following provision of an agreed upon resolution. <li data-bbox="326 1127 1203 1159">▪ Closing the incident due to being unable to reproduce the problem. <li data-bbox="326 1176 1198 1207">▪ Closing the incident due to it being not covered by this Addendum. <li data-bbox="326 1224 1208 1255">▪ Providing a workaround leading to a re-classification of the severity. <li data-bbox="326 1272 846 1304">▪ Reclassifying as a lower-level severity. <li data-bbox="326 1320 1062 1352">▪ Continuing to provide support until a resolution is found. <p data-bbox="277 1388 440 1419"><u>Deployment:</u></p> <ul data-bbox="326 1436 721 1516" style="list-style-type: none"> <li data-bbox="326 1436 721 1467">▪ Immediately upon resolution <li data-bbox="326 1484 607 1516">▪ Next patch release

ID	Description
SLA03	<p data-bbox="277 279 516 310">Issue Management</p> <p data-bbox="277 380 394 411"><u>Severity 3</u></p> <p data-bbox="277 474 370 506"><u>Criteria:</u></p> <ul data-bbox="326 527 1352 743" style="list-style-type: none"> <li data-bbox="326 527 1352 590">▪ The Software is operational with functional limitations or restrictions that have a moderate impact on the functionality of the application. <li data-bbox="326 611 930 642">▪ The application remains usable by all groups. <li data-bbox="326 663 1122 695">▪ A defect exists for which there is an acceptable workaround. <li data-bbox="326 716 805 747">▪ No significant delays in production. <p data-bbox="277 768 574 800"><u>Response Target:</u> 4 Hours</p> <ul data-bbox="326 821 1073 894" style="list-style-type: none"> <li data-bbox="326 821 1073 852">▪ A response acknowledging the issue has been received. <li data-bbox="326 873 951 905">▪ Assignment of the issue has been coordinated. <p data-bbox="277 915 467 947"><u>Communication:</u></p> <ul data-bbox="326 968 1433 1031" style="list-style-type: none"> <li data-bbox="326 968 1433 1031">▪ Routine status updates are provided in the associated ticket via the Jira Service Desk application. <p data-bbox="277 1052 805 1083"><u>Resolution Target:</u> Standard Release Schedule</p> <p data-bbox="277 1104 1328 1136">A Severity 3 defect will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="326 1157 1292 1335" style="list-style-type: none"> <li data-bbox="326 1157 1040 1188">▪ Closing the incident following provision of a resolution. <li data-bbox="326 1209 1203 1241">▪ Closing the incident due to being unable to reproduce the problem. <li data-bbox="326 1262 1195 1293">▪ Closing the incident due to it being not covered by this Addendum. <li data-bbox="326 1314 1292 1335">▪ Closing the incident as being corrected in a future Release of the Product. <p data-bbox="277 1356 427 1388"><u>Deployment:</u></p> <ul data-bbox="326 1409 716 1440" style="list-style-type: none"> <li data-bbox="326 1409 716 1440">▪ Standard Release Schedule

ID	Description
SLA04	<p data-bbox="277 279 516 310">Issue Management</p> <p data-bbox="277 380 394 411"><u>Severity 4</u></p> <p data-bbox="277 478 370 510"><u>Criteria:</u></p> <ul data-bbox="326 527 1360 695" style="list-style-type: none"> <li data-bbox="326 527 1360 590">▪ The application is operational with the issue having little or no impact on system operations. <li data-bbox="326 611 1268 642">▪ Includes documentation errors or defects of a minor or cosmetic nature. <li data-bbox="326 663 805 695">▪ No significant delays in production. <p data-bbox="277 716 574 747"><u>Response Target:</u> 8 Hours</p> <ul data-bbox="326 764 1073 848" style="list-style-type: none"> <li data-bbox="326 764 1073 795">▪ A response acknowledging the issue has been received. <li data-bbox="326 816 951 848">▪ Assignment of the issue has been coordinated. <p data-bbox="277 869 467 900"><u>Communication:</u></p> <ul data-bbox="326 917 1435 980" style="list-style-type: none"> <li data-bbox="326 917 1435 980">▪ Routine status updates are provided in the associated ticket via the Jira Service Desk application. <p data-bbox="277 1001 805 1033"><u>Resolution Target:</u> Standard Release Schedule</p> <p data-bbox="277 1050 1317 1081">A Severity 4 issue will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="326 1098 1260 1283" style="list-style-type: none"> <li data-bbox="326 1098 1008 1129">▪ Closing the issue following provision of a resolution. <li data-bbox="326 1150 1170 1182">▪ Closing the issue due to being unable to reproduce the problem. <li data-bbox="326 1203 1166 1234">▪ Closing the issue due to it being not covered by this Agreement. <li data-bbox="326 1255 1260 1283">▪ Closing the issue as being corrected in a future Release of the Product. <p data-bbox="277 1304 427 1335"><u>Deployment:</u></p> <ul data-bbox="326 1352 719 1383" style="list-style-type: none"> <li data-bbox="326 1352 719 1383">▪ Standard Release Schedule
SLA05	<p data-bbox="277 1413 558 1444">Operations Management</p> <p data-bbox="277 1461 1430 1493">Percent of requests initiated by Client and sent to Hansen that are completed within 8 business hours.</p> <p data-bbox="277 1514 427 1545">Target: 95%</p>

ID	Description
SLA06	<p>Systems Availability</p> <p>The Hansen CIS application will remain available, excluding:</p> <ul style="list-style-type: none">• Scheduled maintenance• Mandatory system updates <p>This will be measured by the number of minutes in the monthly period minus exclusion time, divided by the total number of minutes in the reporting period.</p> <p><u>Calculation:</u> $((\text{total-exclusion})/\text{total}) * 100 = \text{Target\%}$</p> <p>Target: 99.5%</p>
SLA07	<p>Update Management</p> <p>Measurement of time between when Client approves an update being applied to Non-Production or Production and when Hansen returns the environment to Client for verification.</p> <p>Target Non-Production: 2 Business Days</p> <p>Target Production: 2 business hours; maintenance window; or agreed upon schedule</p>

ID	Description
SLA08	<p>Application Response Time</p> <p><u>Metric Definitions</u></p> <p>Update Transaction</p> <ul style="list-style-type: none"> ▪ Any transaction made via the Hansen CIS application that modifies existing records within the database <p>Query Transaction</p> <ul style="list-style-type: none"> ▪ A query transaction is a selection of data via the Hansen CIS application utilizing a defined index. <p><u>Metric Targets</u></p> <ul style="list-style-type: none"> ▪ Achieve an average of 90% of all Update Transactions in under 2 seconds during peak usage. ▪ Achieve an average of 99% of all Update Transactions in under 5 seconds during peak usage. ▪ Achieve 100% of single screen Query Transactions in under 2 seconds during peak usage. <p><u>Metric Verification</u></p> <ul style="list-style-type: none"> ▪ All metric targets will be verified from a demarcation point external to The City's private network and within the designated hosted region. This ensures that the verification processes are conducted within a consistent and controlled environment. Additionally, the verification will include potential network latency to ensure accuracy and reliability of the metrics.

4. Delivery Management Issue Review

Hansen will conduct a review of the open issues when the number of open issues exceeds ten (10) unresolved issue of Severity 2-4. This review will be scheduled and conducted by the Support Manager or the Delivery Manager assigned to the Client.

5. Service Level Agreement Annual Review

Hansen will review the Service Level Agreement performance annually or on a periodic basis as agreed upon by both parties. The review will be led by the Delivery and Account Manager and shall include:

- Discussion and resolution of any issues that may arise under an SLA;

- Service delivery since last review;
- Major deviations from service targets;
- Negotiation of proposed changes to the SLA; and
- Resolve concerns about service delivery.

The review mechanism includes an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of following escalation provision detailed in section 6.

6. Escalation

In the unlikely event the Client needs to escalate an issue beyond the Support Analyst, the escalation path is as follows:

- Support Analyst
- Support Manager
- Manager of Service Delivery
- Account Manager
- General Manager

7. Post Incident Report Process

The following are Issues that trigger a Lessons Learned review:

- Severity 1 issue
- Missed SLA

The Hansen Issue Lessons Learned process includes the following:

- Root cause analysis
- Triage through issue resolution review
- Timeline of significant activity
- Lessons learned and next steps
- Post-incident report delivered to the Client

8. Technical Service Bulletins

Technical Specification Bulletins (TSB) provide notification of detailed technical information, guidelines, and requirements necessary for the proper installation, configuration, security, and operation of the Hansen CIS applications. Hansen will directly notify the client point of contact of any relevant TSBs released. The TSB will also reside on the Hansen CIS Connect Community (HC3) website.

TSB Examples:

- Security vulnerabilities
- Performance Degradation
- Cross Platform Impacts

TSB contents:

- Description
- Impacted Applications
- Related Issues
- Impact Determination
- Immediate Resolution
- Permanent Resolution
- Settings/Configurations

9. Support Hours

Hansen standard business hours are from 8:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday (excluding Holidays) for responding and reviewing all issues. Severity 1 and Severity 2 Hot Fix issues are still responded/resolved outside of standard support hours for no additional fees.

After-hours, on-call support for is available upon request and will be billed at then current rates.

10. Holidays

Response to requests other than Severity 1 may be delayed up to 24 hours during holidays observed by Hansen as outlined below:

US Holiday	Approximate Date
New Years Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years' Eve	December 31

*If a holiday falls on a weekend, it will be observed the following Monday.

11. Definitions

All capitalized terms used and not defined herein shall have meanings given to them in the Addendum

- (a) "Business Days" means the calendar days of Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and federal holidays.
- (b) "Production Environment" is the live, operational setting where the actual data and applications are used by end users. This is the instance where real time data is present and is considered the Client's production environment.
- (c) "Non-Production Environment" is used for activities other than live, day-to-day operations. It includes activities such as reporting, testing, staging, and QA (Quality Assurance).
- (d) "SLA" means Service Level Agreement.
- (e) "Severity 1" means a critical system down issue that causes all live system processing to stop or causes a loss or corruption of the City's data which seriously threatens to prevent time-critical business processes from being performed in time by the City.
- (f) "Severity 2" means a serious issue that affects most users or materially disrupts the City's time-critical business processes.
- (g) "Severity 3" means a difficult but workable issue which may have a material impact on some users but does not disrupt any of the City's time-critical business processes.
- (h) "Severity 4" means an issue that has no major impact.
- (i) "RPO" means Recovery Point Objective. This is the maximum amount of time that data can be restored from, which may or may not result in data loss.
- (j) "RTO" means Recovery Time Objective. This is the maximum amount of time it takes to recover after an outage and resume operations.

Schedule 5. Initial SOW

See Attached:

Version 3

City of Kingsport Statement of Work

Hansen CIS Implementation
Hansen CIS Reference ID | BSOW-337

Version 3

City of Kingsport Statement of Work

Hansen CIS Implementation
Hansen CIS Reference ID | BSOW-337

August 2024

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They are hereby acknowledged.

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1 Introduction and Overview

This Statement of Work (“SOW”) between the City of Kingsport (“the City”) whose registered office is at 415 Broad Street, Kingsport, Tennessee, 37660 and Hansen Banner, LLC whose primary place of business is 700 Gervais Street, Suite 100, Columbia, SC 29210 (“Hansen”) describes the respective obligations of the Parties for services to be provided by Hansen as described in this SOW (the “Services”) and is entered into pursuant to the Software Service Agreement entered into between the parties with an effective date of _____, 2024 (the “Agreement”).

This SOW provides details on the activities required to implement Hansen CIS, Hansen Self Service Portal and Hansen Inventory Test in a software as a service (“SaaS”) deployment model over a Fifteen (15) - month time period, with Three (3) months of post Go-live support. It is intended to provide details, not only on the tasks that need to be performed, but also to outline the responsibilities of Hansen and the City of Kingsport to ensure a successful implementation.

The timeline of this implementation project is estimated to commence on October 1, 2024 (project kickoff) and continue until 15 months later December 8, 2025 (go-live). There will be a Three (3) month heightened support time period after go-live. An initial project schedule has been provided and will be updated and finalized as part of the Project Initiation.

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2 Guiding Principles

To stay on time and on budget the parties agree to the following guiding principles:

ID	Description
GP01	BASE FIRST approach. The City of Kingsport will utilize the base functionality of Hansen CIS and not require Modifications to the core application capabilities. Hansen will assist the City to map their business processes to base utilizing base features and functions (e.g., configurations, extensions, and business process re-engineering) where needed.
GP02	Proper staffing of implementation project. City of Kingsport will have their subject matter experts available for tasks outlined in this SOW. The City of Kingsport recognizes that without access to key personnel, the timing of activities will be impacted which could result in change in project timeline and cost. See Section 9.2 Key Personnel.
GP03	Quick decisions. Decisions will be made in a timely fashion with a standard goal of (5) five Business Days. Any decision that requires additional time, must be mutually agreed to by all parties.
GP04	Work Collaboratively. Hansen and the City of Kingsport commit to working in a collaborative manner and view this project as a partnership rather than a traditional vendor / the City relationship.

3 In Project Application Update Process

When a quarterly release is made available, the joint Hansen / Kingsport project team will determine at their discretion if that release will be accepted by the project team and implemented in the project environments. A general rule is that if the release is available prior to User Acceptance Testing, it should be implemented, but that decision is left to the project team. Any releases not accepted by the project team will be scheduled for implementation after the heightened support period and then according to the regular release schedule.

4 Scope of Work

4.1 In Scope

	Scope	Deliverables
<p>ISC01</p>	<p>Project Initiation – Hansen will prepare project documentation, working with the City Project Manager to finalize the initial project schedule and associated staffing plan, set up project accounting and reporting procedures, develop technical environment plans, and conduct a project planning review meeting with the City management. This phase of the project will culminate with the Project Kick-off meeting led by the Hansen project team in conjunction with the City Project Manager.</p> <p><u>Completion Criteria</u></p> <p>This scope item is deemed complete when the Deliverables are completed by Hansen, delivered to the City, and mutually approved by both parties. The City will follow the acceptance process as defined in Section 5.2 Acceptance Criteria</p> <ul style="list-style-type: none"> • Project Plan Developed, Delivered, Reviewed and Approved by both Hansen and the City Project Managers • Project Team Contact List Created, Delivered, Reviewed and Approved by both Hansen and the City Project Managers • Approved Project Team Information Distributed to the project team. • Kick-Off Presentation Created, Reviewed and approved by both Hansen and the City Project Managers • Hansen led Kick-Off Meeting execution (with the City Support/Participation for content and presentation) • Training Needs Questionnaire Assessment completed by the City, reviewed by Hansen Trainer, and approved by the City and Hansen Project Managers 	<ul style="list-style-type: none"> • Project Plan Developed and Approved • Project Team Confirmed and Contact Information Distributed Responsible • Kick-Off Preparation and Meeting Responsible • Training Needs Questionnaire Assessment <p><u>Acceptance Type:</u> Document</p>

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Scope	Deliverables
<p>ISC02</p> <p>Target Release Installs – Hansen will install, configure, and verify up to three (3) instances of the Baseline Component System of Hansen CIS, Hansen Self Service Portal (HSSP), Hansen Inventory Test (HIT), Hansen Integration Framework (HIF) and Hansen Business Intelligence (HBI) as (2) non-Production and (1) Production.</p> <p><u>Non-Production Environments (Usage)</u></p> <ul style="list-style-type: none"> • Training • Workshops • Rules and Validations (R&V) • Integration /Configuration testing prior to UAT <p><u>Non-Production Development Environment (Usage)</u></p> <ul style="list-style-type: none"> • Integration Development and Unit Testing • UI Configuration/Extensions/Rules and Validations Development • Quality Verification Test <p><u>Production Environment (Usage)</u></p> <ul style="list-style-type: none"> • Data Conversion • System Integration Test (SIT) of configurations/integrations/Rules and Validations • User Acceptance Testing • Mock Go-Live • Go-Live <p><u>Completion Criteria:</u> This scope item is complete when Hansen completes the initial configuration of each environment, and verifies all components (Core, HBI, HIF, HSSP, HIT) have been configured. The City must be able to verify (log into) each system.</p>	<ul style="list-style-type: none"> • Confirmation that environments are complete and available for the City usage • Environment(s) verified by Hansen QA resource • Confirmation that environments are complete and available for the City usage • Login information (urls, login credentials, etc). <p><u>Acceptance Type:</u> Software</p>

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Scope	Deliverables
<p>ISC03</p> <p>Application Prep and Training – Hansen will lead application core team training sessions and technical overview training sessions on the City site, covering the necessary application and technical training topics for Hansen CIS, Hansen Self Service Portal (HSSP) and Hansen Inventory Test (HIT).</p> <p>CIS Application Core Team Training</p> <ul style="list-style-type: none"> • Hansen CIS Core Team Application training: • Class size not to exceed 15 users. <p>HSSP Core Team Training</p> <ul style="list-style-type: none"> • HSSP Core Team training: • Class size not to exceed 15 users. <p>HIT Core Team Training</p> <ul style="list-style-type: none"> • HIT Core Team training: • Class size not to exceed 15 users. <p>Hansen CIS Technical Overview Training</p> <ul style="list-style-type: none"> • Class size not to exceed 15 users. • Technical overview training includes the following components. <ul style="list-style-type: none"> ○ Hansen Integration Framework (HIF) ○ Hansen Business Intelligence (HBI) ○ Auditing ○ Security <p><u>Completion Criteria:</u> This scope item is complete when each training session is complete based on the standard agendas and completed exams have met mutually agreed upon proficiency. All system gaps identified during these sessions that cannot utilize the baseline application will be recorded for further evaluation.</p>	<ul style="list-style-type: none"> • Agendas and training materials provided by Hansen for each session • System Gap documentation / tracking • Attendance signoffs • Exam results <p><u>Acceptance Type:</u> Document</p>

<p>ISC04</p>	<p>Configuration Workshops and Consulting – Hansen will conduct an onsite Rules and Validations (R&V) Configuration Workshop and User Interface Configuration Workshop to assist in defining and recording the City’s initial configuration. These workshops will allow the City to review Hansen CIS standard configuration and to identify areas requiring configuration changes based on the City’s business requirements.</p> <p>Hansen will itemize requested changes resulting from the workshops and return a finalized configuration change listing.</p> <p>Standard Workshops included are:</p> <ul style="list-style-type: none"> • Baseline Business Process Mapping Workshop/Consulting <ul style="list-style-type: none"> ○ This workshop will map customer business processes to the baseline system utilizing information documented during application training. • Rules and Validation Workshop/Consulting <ul style="list-style-type: none"> ○ This workshop will document Rules and Validations not defined during Application training and/or Baseline Business Process Mapping Workshop. • Rate Configuration Workshop/Consulting <ul style="list-style-type: none"> ○ This workshop will assist the customer in defining the required rate structure for a subset of the customer’s billing rates. • Batch Scheduling Workshop/Consulting <ul style="list-style-type: none"> ○ This workshop will define the sequence, timing and dependencies of all CIS jobs that are to be scheduled for automatic execution. • UI Configuration Workshops/Consulting <ul style="list-style-type: none"> ○ Hansen will implement the initial configuration of Hansen CIS and will be responsible for maintaining (update, add, delete) configuration during the implementation project. • Hansen Inventory Test Workshop/Consulting <ul style="list-style-type: none"> ○ This workshop will define the configuration requirements, user access and workflows. <p><u>Completion Criteria:</u> During each of the workshops, the Hansen Business Analyst will build off the previous trainings and produce as output of each workshop itemized configuration changes, implement agreed-upon configuration changes, and return a finalized configuration change listing from each workshop inclusive of acceptance criteria. These</p>	<ul style="list-style-type: none"> • Agendas for each workshop • Output document for each workshop • Initial version of Configuration workbook • Consulting post workshops <p><u>Acceptance Type:</u> Document</p>
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	Scope	Deliverables
	<p>approved documents will be used to load the configurations into the environments for verification and approval by the City. These documents will be living documents that will be refined through the implementation based on learned and best practices.</p> <p>These documents will be electronically approved (e.g., email confirmation) by the City of Kingsport.</p>	

	Scope	Deliverables
<p>ISC05</p>	<p>Organizational Change Management (OCM) Workshop, OCM Support, and Standard Operating Procedures Development – Hansen’s OCM partner will conduct a 2-day workshop to begin the structured change approach needed to identify stakeholders and related change impacts, communications, and training needs that align with Hansen CIS base functionality. The output of this workshop will be a defined change strategy that helps align all stakeholders to the anticipated future state. By establishing change interventions and a clear implementation timeline, teams can gather leadership support and stakeholder buy-in to motivate those involved, resulting in a much higher probability of project success and adoption.</p> <p>The City will provide an OCM Lead to execute the plans and establish a Change Ambassador Network comprised of select leaders in key departments to lead change, deliver messaging and provide feedback to the OCM team, and assess readiness. This workshop will cover how the following areas will be used to drive the change management goals.</p> <ul style="list-style-type: none"> • Stakeholder Engagement • Leadership Alignment • Communications • Training • Adoption and Sustainment (Includes Change Ambassador Network). <p>Hansen will provide training material covering the standard operating procedures for all functional modules of the system. These guides will be leveraged to produce the City of Kingsport-tailored quick reference guides based on their use of the system. Hansen, with the City, will develop and deliver City of Kingsport Standard Operating Procedures as either documents or interactive training modules, both stored on Hansen’s LMS. The following deliverables have been identified for Standard Operating Procedure development.</p> <ul style="list-style-type: none"> • Standard Operating Procedures Plan • Standard Operating Procedures documents or interactive training modules, accessible from Hansen LMS. <p><u>Completion Criteria:</u> This scope item is complete when the workshop is complete, such that the City has a working knowledge of stakeholders and change impacts. The City and Hansen will jointly develop and execute the following plans. These plans will be living documents throughout the project and maintained by the OCM resource for updates, distribution, and the City approval.</p>	<p>Hansen will asset the City in developing the following deliverables.</p> <ul style="list-style-type: none"> • Change Management Plan • Communications and Stakeholder Plan • Training Plan • Adoption and Sustainment Plan • Standard Operating Procedures Plan <p>Hansen will be responsible for the following deliverable.</p> <ul style="list-style-type: none"> • Standard Operating Procedures documents or interactive training modules, accessible from Hansen LMS <p><u>Acceptance Type:</u> Document</p>

<p>ISC06</p>	<p>Legacy Data Conversion (Pre-UAT) – Hansen will perform a joint mapping workshop with a core team of the City’s subject matter experts of their current legacy data to convert up to 3 years of account history and all open Accounts Receivable data. Hansen will develop a Conversion Mapping Document, which includes Validations and checks as well as well Data Conversion Plan for review, updates, refinements, and approval. The output of this effort will produce a report providing details on the mapping of legacy data into Hansen CIS for delivery and initial approval to the City. The City will be responsible for the review and approval of data mapping and the validation and approval of the results of each conversion run.</p> <p>Activities included as part of Pre-UAT data conversion are:</p> <ul style="list-style-type: none"> • Conversion Target Conversion Environment • Conversion Mapping Workshop/Tool Development/Access to Legacy DB Copy • Conversion Pass 1,2 & 3 <ul style="list-style-type: none"> ○ The City review and notification of issues needing to be resolved prior to User Acceptance Testing • Conversion Pass 4 <ul style="list-style-type: none"> ○ Prep for User Acceptance Testing <p>The City Responsibilities as part of the Legacy Data Conversion include the following.</p> <ul style="list-style-type: none"> • Participation in the Conversion Workshop • Detail knowledge of Legacy data entities/elements/structures for participating in data mapping efforts • Creation of Legacy CIS data exports and cross references for Hansen conversion consumption • Identification and export of data from ancillary or external systems, e.g., TOKAY • Participation in issue analysis from the output of each of the conversions in order to assist Hansen in rectifying. • Participation with Hansen Conversion specialist in required data cleansing to minimize exceptions the Hansen CIS application. • Provision of cross-reference material for legacy rates to Hansen CIS rates. <p>Data analytic output/dropouts will include but are not limited to</p> <ul style="list-style-type: none"> • Data failures and anomalies • Data successfully converted. • Data stratification (e.g, Totals of service converted for every type, account receivables balances, account statistics) • Address parsing. 	<ul style="list-style-type: none"> • Conversion plan (document that contextualizes the conversion methodology written for the wider non-technical audience) • Conversion mapping document • Validation parameters • Validation report with each conversion <p><u>Acceptance Type:</u> Document</p>
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	Scope	Deliverables
	<p><u>Completion Criteria (for each pass of Conversion):</u> After each conversion execution Hansen will produce a data conversion validation report that the City will review and sign off. The report will document any issues, concerns, clarifications, data mapping conflicts, data mapping successes, data conditions for resolution, or questions encountered regarding any data anomalies.</p> <p>This document will be jointly reviewed by the City SME(s), Hansen Conversion Specialist, and Business Analysts. This document will contain decisions documented for any changes that need to be implemented in each future conversion run. In addition, as part of the User Acceptance Test completion, the customer will acknowledge sign off on the data conversion validation report.</p>	
ISC6.5	<p>Legacy Data Conversion (Post-UAT)–</p> <p>Hasen will complete two successful Mock Go-Lives run in the same timeframe as Go-Live (over a weekend, 24/7 processing, off-hours sign-off) that ensures the entire conversion process can be performed without incident in the agreed upon timeframe. Success will be measured as no significant diversions from the conversion timing and cutover plan and successful validation of all conversion parameters within the planned timeframe.</p> <p>Activities included as part of post UAT Data Conversion are:</p> <ul style="list-style-type: none"> • Conversion Pass 5 <ul style="list-style-type: none"> ○ Mock Go-Live #1 • Conversion Pass 6 <ul style="list-style-type: none"> ○ Mock Go-Live #2 • Conversion Pass 7 <ul style="list-style-type: none"> ○ Go-Live 	<ul style="list-style-type: none"> • Cutover plan • Validation parameters • Validation report with each conversion <p><u>Acceptance Type:</u> Document</p>

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	Scope	Deliverables
ISC07	<p>UI Configuration, Implementation and Testing –Hansen will be responsible for updating and maintaining the UI configuration changes during the implementation project as part of the Configuration workbook output of this workshop. Examples of potential changes include field label changes, required vs. non-required fields, addition/removal of fields, and screen layout changes. A UI configuration document will be produced to document any changes for reference and maintainability.</p> <ul style="list-style-type: none"> • Hansen will test configuration development before release to the City of Kingsport to confirm that it complies with the approved Configuration Workbook and acceptance criteria. • The City will review and provide approval of all UI configuration changes prior to Hansen’s implementation of changes. <p><u>Completion Criteria:</u> This scope item is complete when the UI configuration changes have been delivered to the UAT/Production Environment and the City validates and confirms all identified UI configuration changes have been implemented per the approved Configuration Workbook.</p>	<ul style="list-style-type: none"> • Configured UAT / Production environment with changes documented as part of the UI Configuration Workshop (ICS 03) <p><u>Acceptance Type:</u> Software</p>

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ISC08	Integration Workshops and Development – Hansen will conduct integration workshops to review the overall integration plan with the City of Kingsport core team and SME's. These workshops will review the required integrations, capture and determine an appropriate integration methodology and supporting technology to meet the City's integration requirements. This information will be documented as part of a Functional Design Document that will contain all the requirements, data mapping, and functional requirements to develop the integration successfully.		<ul style="list-style-type: none"> • Integration workshops • Functional Design Document for each interface • Quality Verification Test of each integration <p><u>Acceptance Type:</u> Document & Software</p>
	Interface Definition	Interface Description*	
	General Ledger (GL)	Two-way interface for updates to the GL	
	AMI/MDM	Two-way interface with the MDM (Harmony) and AMI (Allegro) allowing exchange of accurate customer and meter data, and device provision.	
	Banking Institutions	Two-way interfaces with various banks and financial institutions to process customers' payment and returned item files	
	Collection Agency	Two-way interface to send customer account information and receive payment information for customers.	
	Bill Print	Two-way interface to export bill print files to the City's bill print vendor's system and allow for bill images to be retrieved from the printer's file system.	
	IVR	Two-way interface with Selectron IVR system for customer account inquiry and payments. A one-way interface to the IVR system to provide outbound calling campaigns. A one-way interface to support a screen pop for CSR's.	
	Online and Credit card Payments	A two-way real-time interface to a payment processor allowing customers to pay their bills using E-check or credit cards. Integration will be with Hansen CIS and Hansen Self Service Portal.	
	ACH	A two-way interface to process ACH payments.	
	Asset Management	A two-way interface with Workforce and Asset Solution (OpenGov Asset Management)	
	Landfill	A two-way interface with the scale house (Scale Works) to exchange information regarding customer accounts.	

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Central Cashiering	Two – way integration with a central cashiering solution to allow the City to collect payments for utility bills and other unrelated charges, such as taxes and parks and recreation fees.	
Credit Bureau	A two-way interface to verify customer’s identity and credit risk.	
GIS	A two-way integration with the City’s GIS systems.	
Active Directory	An integration with the City’s Active Directory for authentication of users.	
Barcode Scanners	A one-way integration with barcode scanners to identify meter location and update status in CIS.	
Inventory Management	A one-way import with several manufacturers to automatically update inventory or meters, transmitters, garbage carts and other devices.	
Backflow Management	Hansen Inventory Test is included in the scope of this SOW and would eliminate the need for this integration.	
Outlook Email	An interface with the City’s Outlook email service to facilitate the one-way (export) of generated emails.	
Permit Applications	A two-way interface to the permitting system for permit application status, information and for new premises creation and occupancy status.	
<p>*Interface requirements will be discussed and determined during the Integration Workshop.</p> <p>Delivery Criteria to the City</p> <ul style="list-style-type: none"> • Hansen will lead Integrations Requirements Workshops to derive the requirements and understanding of the integrations listed above. As each integration requirement is documented, Hansen would identify them as base functions, configurations, or extensions. • Each requirement is documented in a Functional Design Document (FDD) that consolidates the requirements into a logical grouping for architecture and the City review. Workshop notes, requirements documentation, diagrams, and estimates for each integration component will be provided for the City sign-off prior to development work starting. This document will go through the acceptance process as outlined in Section 5.2 Acceptance Criteria. Once this document has been approved by the City, development will begin. • The Hansen Integration Framework (HIF) will be the standard integration method to reduce complexity and increase the supportability of integrations. • Integration Development – For each integration, 		

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	Scope	Deliverables
	<p>Hansen will design, code, unit test, create Test Stories and perform Test Story execution on the migrated system in the Development Environment.</p> <ul style="list-style-type: none"> Hansen will provide the necessary integration documentation required to understand and discuss each integration. <p><u>Completion Criteria:</u> This scope item is complete when the agreed-upon integrations have been defined and developed based on the defined criteria from the integration workshops and the associated Functional Design Document has been developed, reviewed, updated, and approved by the City.</p>	
ISC8.5	<p>Reporting – Hansen will conduct a Report Analysis and Creation session with the City as part of the HBI & Jaspersoft Technical Training. This training will provide an overview of analytical and warehousing concepts and all HBI content: role-based dashboards, graphs, KPI tiles, and reports. Additionally, where HBI content is accessed within HansenCIS as well as use of interactive dashboard filters, report parameters, and drill-downs to answer common business questions.</p> <p>As part of this session, the City will review with the Hansen technical resource the types of reports required for Go-Live. Hansen will work with the City resources to gather the reporting requirements in order to build out those reports and dashboards utilizing HBI and Jaspersoft.</p> <p><u>Completion Criteria:</u> This scope item is complete when the agreed-upon reports have been defined and developed based on the defined criteria from the Report Analysis and Creation session with the City, and the associated reports Design Document has been developed, reviewed, updated, and approved by the City.</p>	<ul style="list-style-type: none"> Report Analysis and Creation Session with the City Report/Dashboard analysis requirements output <p><u>Acceptance Type:</u> Software</p>

<p>ISC09</p>	<p>User Acceptance Testing (UAT) Support - Hansen will provide consulting services to assist the City in executing the City’s acceptance test plan during the City’s acceptance testing phase. The scope of UAT will include Hansen CIS, Hansen Self Service Portal and Hansen Inventory Test. This phase is scheduled for thirty (30) Business Days.</p> <p>Predecessors to the start of UAT include the following scope (ISC) items.</p> <ul style="list-style-type: none"> • ISC02 - Target Release Installs • ISC03 - Application Training • ISC04 - Configuration Workshops and Consulting • ISC06 – Pre UAT -Legacy Data Conversion (Conversions 1,2,3,4) • ISC07 - UI Configuration, implementation, and Testing • ISC08 - Integration Workshops and Development <p>Activities included are:</p> <ul style="list-style-type: none"> • UAT Workshop – Hansen will conduct an onsite five (5) day workshop to provide an overview of developing or updating a UAT test plan, test case, and staffing. • UAT Artifacts Review/Follow-Up – Once the City has completed drafts of the UAT test plan, test cases, and staffing plan, these will be provided to Hansen for review. Hansen will provide feedback or recommendations on any potential improvements. • UAT Functional/Technical/QA Support – Hansen will provide 15 days of onsite support from functional, technical, and QA staff to help resolve questions and provide product knowledge and triage issues from UAT. The cadence will be one week on, one week off during the six (6) weeks UAT execution. <p><u>UAT Test Assumptions</u></p> <ul style="list-style-type: none"> • Hansen will provide standard business process test templates as a starting point for the City to develop a UAT plan. • The City, with Hansen’s assistance, will customize the test template to reflect the City’s specific business processes and both parties will finalize the UAT plan. • Any issues that arise will be documented by the City in the Hansen Jira system with detailed steps to recreate. • Corrections will be reviewed jointly for impact and risk assessment to determine whether they are required for acceptance or will be deferred until post-go live. 	<ul style="list-style-type: none"> • UAT Workshop • UAT Artifacts Review/Follow-Up • User Acceptance Test Management • UAT Functional/Technical /QA Support <p><u>Acceptance Type:</u> Document</p>
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Scope	Deliverables
	<ul style="list-style-type: none"> • Upon receipt of corrections, the City shall perform such retests as necessary to determine whether the corrected defects have resolved the identified test(s), plus any reasonable level of regression testing. • If the UAT is not completed within the scheduled time frame, the City and Hansen will determine the root cause and amend the schedule accordingly based on agreed-upon severity. Such an amendment will be made via a change request unless mutually agreed upon. • In addition to UAT corrections, baseline application product changes released during the allotted UAT timeframe will be jointly assessed to determine the most advantageous and least risky time to apply to the City's environment. • Hansen will assist the City in the development of UAT test cases and will provide support during UAT. • Hansen will provide assistance and coordinate resources during UAT testing. • Hansen's support includes issue research and resolution, code adjustments, R&V setup and consultation, integrations testing support, production configuration support, data migration issues, and general project-related issues. <p><u>Completion Criteria:</u> This scope item is complete when:</p> <ul style="list-style-type: none"> • All documented City test plans, and data verifications have been completed within the UAT allotted duration unless jointly agreed. • UAT will be conducted by the City in accordance with a mutually agreed UAT plan. UAT shall be deemed complete, and the mock go-lives described in ISC11 shall begin when no Severity 1 or 2 Issues exist from UAT unless mutually agreed workarounds exist.

	Scope	Deliverables
<p>ISC9.5</p>	<p>Performance Verification Test – Hansen will support a one-day performance verification test which will be coordinated by the City and consist of multiple end users logging into Hansen CIS, HSSP and HIT to simulate a production end user load. Hansen will document results and determine what technical configuration changes are required to meet the following performance target.</p> <ul style="list-style-type: none"> • Achieve an average of 90% of all update transactions in under 2 seconds over a 60-minute period defined as Peak Usage. • Achieve an average of 99% of all update transactions in under 5 seconds over a 60-minute period defined as Peak Usage. • Achieve 100% of single screen, indexed query transactions in under 2 seconds over a 60-minute period defined as Peak Usage. <p><u>Completion Criteria:</u> This scope item is complete when the performance criteria deliverable has been executed and validated by the City.</p>	<ul style="list-style-type: none"> • Verification of the Performance Validation Test • Report of the results from the Performance Verification Test. • Planned action on any performance improvements necessary. <p>Acceptance Type: Software</p>
<p>ISC10</p>	<p>End User Training - Hansen will administer 4 weeks of End User Training(s)</p> <p>As part of the included Heightened Training Package, the allocation and appropriation of participants and training content will be developed in a Planning/Developing End User Training Plan. .This plan will be created by Hansen with the City's input and approval. The End User Training schedule will follow the approved plan.</p> <p><u>Completion Criteria:</u> This scope item is complete when the end users of Hansen CIS have shown proficiency for modules related to their role via a Hansen-provided proficiency exam or equivalent.</p>	<ul style="list-style-type: none"> • Planning/Developing End User Training Plan • End User Training/Material Support (HTP) • End User Training Execution <p><u>Acceptance Type:</u> Document</p>

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	Scope	Deliverables
ISC11	<p>Hansen CIS Core Cutover Planning/Development, Mock Go-Lives, and Go-Live Cutover – Hansen will execute the data conversions and any required application updates prior to the cutover/go-live, assist the City with the Cutover plan, and support the City cutover execution. This work will be done for two (2) mock go-lives and one (1) final Production cutover activity. The final production cutover will be contingent on no Severity 1’s or 2’s identified and Hansen and Kingsport consensus that the system and organization are ready to Go-live.</p> <p><i>See Attachment A – Cutover Plan Example</i> for the types of information that will be documented, approved and executed during Mock go-lives and Go-live.</p> <p><u>Completion Criteria:</u> This scope item is deemed complete based on an approved Cutover plan, successful completion/ of Mock Go-lives, and successful completion of the Cutover Plan during Go-live as well as the completion of the first week of cutover/Go-live support.</p>	<ul style="list-style-type: none"> • Jointly Developed Cutover/Deployment plan • Hansen CIS Core, Cutover Planning, and Cutover Plan Finalization • Mock #1 – Assigned Cutover Activities, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Verification, and Go-live Support. <p><u>Acceptance Type:</u> Document & Software</p>

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	Scope	Deliverables
<p>ISC12</p>	<p>Hansen Self Service Portal (HSSP) Deployment Planning, Mock Go-Lives, and Go-Live Cutover – Hansen will install three versions of the Hansen Self Service Portal (HSSP) in (2) non-production and (1) production environment. An HSSP User Training will be conducted to train and document the usage of HSSP for City of Kingsport. An HSSP Configuration Workshop will be conducted to identify domain names, native app names, colors, configuration (e.g., logos, menu structures, etc.) and the layout and data elements that will be presented within the customer-facing portal to properly deploy the City of Kingsport self-service portal.</p> <p>Non-production environment for HSSP will not be deployed as a native app. Once the configuration has been performed based on the output of the workshop, a native app will be registered on the Google Play and Apple App Store for download and testing purposes on the UAT/Prod environment.</p> <p>HSSP will utilize the converted data as loaded into the CIS. (including Mock Go-Lives and Go-Live). For each Mock and Go-Live, City of Kingsport will need to validate HSSP and its functions with the converted data.</p> <p><u>Completion Criteria:</u> This scope item is complete based on the completion of the HSSP User training, Configuration Workshop, approved Cutover Plan, successful completion/ of Mock Go-lives utilizing the approved Cutover Plan, successful completion of Cutover Plan during Go-live and the completion of the first week of Cutover/Go-live support.</p>	<ul style="list-style-type: none"> • Hansen Self Service Portal, Training, Configuration Workshops, Deployment Planning and Finalization • Produce Hansen Self Service Portal as a Native App (Apple/Android) for the production environment (non-production environments will use the web app due to registration of the native app) • Mock #1 – Assigned Cutover Activities, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Verification, and Mock Support <p><u>Acceptance Type:</u> Software</p>

Scope	Deliverables
<p>ISC13</p> <p>Hansen Inventory Test (HIT) Deployment Planning, Mock Go-Lives, and Go-Live Cutover – Hansen will install three versions of the Hansen Inventory Test (HIT) in (2) non-production and (1) production environment. A HIT User Training will be conducted to train and document the usage of HIT for City of Kingsport. A Configuration Workshop will be conducted to identify domain names, native app names, and configuration (e.g., logos, menu structures, etc) in order to properly deploy the City of Kingsport HIT. Non-Production Environment for HIT will not be deployed as a native app. Once the configuration has been performed based on the output of the workshop, a native app will be registered on the Google Play and Apple App Store for download and testing purposes on the UAT/Prod Environment.</p> <p>HIT will utilize the converted data as loaded into the CIS. (including Mock Go-Lives and Go-Live). As part of the conversion activities, data from the current TOKAY system will be converted to Hansen CIS for HIT utilization. For each Mock and Go-Live, City of Kingsport will need to validate HIT functions with the converted TOKAY data.</p> <p><u>Completion Criteria:</u> This scope item is complete based on the completion of the HIT User training, HIT Configuration Workshop, approved Cutover Plan, successful completion/ of Mock Go-lives utilizing the approved Cutover Plan, successful completion of the Cutover Plan during Go-live and the completion of the first week of cutover/Go-live support. Native app published to the Apple or Android store.</p>	<ul style="list-style-type: none"> • Hansen Inventory Test, Deployment Planning and Finalization • Conversion of TOKAY data to Hansen CIS • Mock #1 – Assigned Cutover Activities, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Verification, and Mock Support <p><u>Acceptance Type:</u> Software</p>
<p>ISC14</p> <p>Heightened Support – Hansen will provide the City with dedicated post-go-live support for no more than three (3) months to ensure all billing cycles are executed successfully following go-live. The first month Hansen will provide 100% onsite support, the second month will be 50% onsite, and the 3rd month being remote.</p> <p><u>Completion Criteria:</u> This scope item is complete when three (3) months of full billing cycles have been executed successfully after cutover and no mutually agreed Severity 1's or 2's exist.</p>	<ul style="list-style-type: none"> • Three (3) months of full billing cycles have been executed successfully after cutover • Resolution of all mutually Severity 1 and 2 issues <p><u>Acceptance Type:</u> Document</p>

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Scope		Deliverables
ISC15	<p>Project Oversight Support - Hansen will provide the City with the following resources for the duration of the project implementations and heightened support period.</p> <ul style="list-style-type: none"> • Project Management • Application Support • Technical Support • Systems Engineer • Account Management <p>Refer to Section 9.2 Key Personnel for modification in personnel management for the project duration.</p> <p><u>Completion Criteria:</u> This scope item is complete upon project closeout.</p>	<ul style="list-style-type: none"> • Project support for the duration of the project <p><u>Acceptance Type:</u> Document</p>

4.2 Out of Scope

The table below describes the scope of work that will not be provided under this SOW for the avoidance of doubt.

ID	Scope Exclusions
EXC01	Any activity, Modification, business requirement, or deliverable not specifically identified as being In Scope is Out of Scope and will be costed and included in a separate SOW or Change Request as outlined in Section 9.3 Change Management.
EXC02	Provides ability to search archived data. This was marked as an enhancement and currently not in scope.
EXC03	Software enhancements requested by the City of Kingsport must be included as part of the base system to be delivered in all future releases. Hansen has a formal process for requesting and including customer enhancements. Not included in the scope of this SOW
EXC04	Development licenses for all system utilities and tools shall be provided and shall become the property of the City upon system acceptance. Hansen does not provide customers with development licenses for its software. Not included in the scope of this SOW
EXC05	Provides ability to schedule service orders related to customers' requests by allowing customer to select a date and time based on available appointment windows from an integration with Cartegraph. Appointment booking was not listed as an integration and is not included in the scope of this SOW.
EXC06	Provides ability to automatically revert to paper bills upon undeliverable email (system can process bounced emails, undeliverable, full mail, etc.). This exception can be removed as long as Kingsport can deliver a list of undelivered emails that can be referenced to determine which accounts should be automatically reverted to paper bills.
EXC07	System shall incorporate and utilize existing Microsoft Power BI/SSRS capabilities. Hansen's BI standard is Jaspersoft but PowerBI can be used against the reporting database. This is not included in the scope of this SOW.

5 Acceptance Criteria

The table below summarizes the acceptance criteria that have been assumed when producing this SOW.

AC ID	Acceptance Category	Acceptance Criteria
AC01	Document	<ul style="list-style-type: none"> • Provide relevant software documentation or obtain acknowledgment sign-off from the City, indicating their acceptance of the completed deliverable. • The City shall have five (5) Business Days (or another time period as agreed by the parties) from receipt of each document deliverable to determine whether it is acceptable. • If the City reasonably decides that the deliverable is not acceptable, the City shall provide Hansen with written reasons why it is not, including any specific corrections needed. • In response, Hansen will promptly modify the deliverable accordingly (provided that such correction is consistent with the Scope and purpose of the SOW) and resubmit it to the City. • Upon receipt of the modified deliverable, the City shall promptly (but in no case more than an additional five (5) Business Days) confirm that the deliverable is accepted or identify which of the previously identified deficiencies is still unresolved. • If necessary, the procedures above shall be repeated until the City accepts the deliverable. • If the City does not provide Hansen with written acceptance or notice that it is not acceptable within the five (5) business daytime allotted (or another time period as agreed by the parties), the deliverables will be deemed accepted.
AC02	Software	<ul style="list-style-type: none"> • Conduct acceptance tests to verify that the deliverable meets the specified acceptance criteria. • Defects will be reported in the Hansen defect management system (Atlassian Jira) by the City and assigned to the Hansen lead for analysis, assignment, and resolution. • The City and Hansen will coordinate rectification of problems and retesting in the manner that most effectively allows for the progressing of UAT. • Within the duration allotted for the City UAT of the deliverable, the City shall determine whether the deliverable is acceptable.

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AC ID	Acceptance Category	Acceptance Criteria
		<ul style="list-style-type: none"> • If the City reasonably decides that the deliverable is unacceptable, the City shall provide Hansen with written reasons for such action, including any specific outcomes needed to achieve acceptance. • In response, Hansen will promptly determine the correction and correct the deliverable (provided that such correction is consistent with the SOW) and resubmit it to the City. • Upon receipt of such corrections, the City shall perform such retests as are necessary to determine whether the corrected deliverable has resolved the identified defect(s), plus any reasonable level of regression testing of the deliverable generally. • The above procedure shall be repeated until the City accepts the deliverable. • If the UAT is not completed within the scheduled time frame, the City and Hansen will discuss the reasons for this and amend the schedule accordingly and confirm in writing. • If acceptance and/or rejection of the deliverable has not been given by the City within the allotted time, the deliverable shall be deemed accepted.

6 Assumptions

The table below describes assumptions provided by, or agreed to, by the City of Kingsport, and relied upon by Hansen to make planning decisions, including estimates of resource, cost, time, and quality. In the event an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this SOW, but the Parties will meet and will follow the agreed change management process as described in Section 9.3 Change Management to ensure that the scope and assumptions are updated.

ID	Description
ASU01	Hansen and the City must elect an implementation strategy and schedule to achieve cutover with minimum possible downtime.
ASU02	After live deployment, the City of Kingsport will pay monthly SaaS fees as identified in Schedule 2 of the Agreement.
ASU03	Core Team training includes the following one (1) Onsite Lead Trainer + one (1) Remote Functional Resource Recording/Supporting/Researching/Documenting needs for upcoming workshops.

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ID	Description
ASU04	Training plan assumes fifteen (15) participants per training. Additional participants will require additional class time and/or additional Hansen training delivery resources.
ASU05	Conversion plan assumes six (6) pre-go-live data conversions and one (1) Go-live conversion for a total of seven (7) conversions in which the conversion data will be replaced with the latest converted data
ASU06	Hansen is assuming that once data conversion mapping is completed that only minor changes to that mapping will occur and no new modules or systems will be introduced as source data for conversion.
ASU07	The Hansen Project Manager will coordinate all Hansen personnel and resources involved in performing the Services and will be the first point of contact for issues concerning the Services performed.
ASU08	The City will be responsible for the validation and approval of the results of each conversion run/test, including the analysis of any converted data issues during the test conversion runs as well as during two mock go-live runs. Hansen will execute the data fixes as directed by and approved by the City.
ASU09	All system Rules and Validations and configurations are considered accepted by the City once User Acceptance Testing is complete.
ASU10	All project-related tasks will be performed on various Hansen premises unless specified as an onsite activity in this SOW. Any additional need for Hansen resources to be onsite, outside of the identified tasks will be mutually agreed in writing.
ASU11	Peak Usage is assumed to be Monday-Friday during the following times: 9am-11am, 12pm-1pm, 4pm-6pm.

7 Dependencies

The following dependencies have been identified as required for Hansen to perform the Services:

ID	Description
DEP01	The City will perform its obligations under Section 8.2 The City Responsibilities in a timely manner.
DEP02	Implementation timeline and success is dependent on the City's availability for workshops and deliverable acceptance.
DEP03	The City is responsible to ensure that any 3 rd party that is working on their behalf response to request in a timely manner. Any delays could impact the project timeline.

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8 Hansen and The City Responsibilities

8.1 Hansen Responsibilities

- Hansen will provide the resources required to perform the Hansen Services detailed in this SOW, according to the agreed project schedule.
- Hansen will provide the necessary integration documentation required to understand and discuss each integration.

8.2 The City Responsibilities

- The City will provide a project manager with an appropriate level of project management skills and the available time (commensurate with the Services) to coordinate the City activities throughout the project.
- If the City of Kingsport becomes aware of any deviations to the requirements, the project schedule or other deviations from the scope of this SOW, these will be confirmed promptly by the City of Kingsport in writing to Hansen and in such event, the parties will mutually agree in good faith on how to proceed, in accordance with the Change Order procedure (see Section 9.3 Change Management for further details).
- City of Kingsport will provide resources needed to meet their responsibilities and the project timelines outlined in this SOW.
- City of Kingsport agrees that delays by City of Kingsport regarding deliverables, approvals, feedback, etc., which the City of Kingsport is required to provide, may delay the project timeline, and may impact project costs.
- Before live deployment, the City of Kingsport will confirm their acceptance of the application in accordance with the Agreement.
 - The City will be responsible for executing the mutually agreed User Acceptance Testing test plans with assistance from Hansen as outlined in Section 4.1 In Scope, Scope item ISC09.
- City of Kingsport will provide a safe, secure, and workable environment/workspace for Hansen resources that perform any work at City of Kingsport site. Such a workspace should be accessible to Hansen resources between 8:00am – 5:00pm (Eastern Standard Time) on any Business Day that isn't a federal public holiday. Examples of items that should be included in such a workspace are suitable work chair and work desk for each person; internet connection; phones with outward dialing capabilities; whiteboards; flipcharts; projector, etc.

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8.3 Representatives (Points of Contact)

City of Kingsport	
Name	Kristen Steach
Title	Solutions Manager
Phone	423-224-2545
Mobile	423-914-0615
Email	kristensteach@kingsporttn.gov

Hansen	
Name	Micah Frick
Title	Service Delivery Manager
Phone	+1 803 307 4924
Mobile	+1 803 466 1799
Email	micah.frick@hansencx.com

9 Governance

9.1 Governance

- The City and Hansen will form a project steering committee that will meet once a month to review project status and to discuss any escalated project issues. This committee will be comprised (at a minimum) of the Hansen Project Manager, the City Project Manager, the Hansen project sponsor, and the City’s project sponsor.
- Any updates or changes to the project will be managed as part of the Change Management process.
- The project steering committee will review and approve any pending Change Request to the project as quickly as possible. Off cycle meeting will be called by the City and Hansen project managers to receive approval to maintain project timelines.
- Both Hansen and the City understand that maintaining the project timeline is a critical aspect of success of this project and will use commercially reasonable efforts to address any project issues.

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- City of Kingsport’s project manager will have the authority to provide approvals or be able to facilitate the expedient approvals and acceptance for project milestones, deliverables, acceptance testing, etc. The Project Manager will have the authority to help craft Change Orders on behalf of City of Kingsport and can represent the project teams at the Project Steering Committee review of Change Orders to the extent allowable under Tennessee State Law and Kingsport City Ordinance.
- Hansen and the City have agreed on a “Base First” approach to implementing business requirements, only exception is if Hansen CIS cannot meet a regulatory requirement. This governing principle is a key aspect of the success of this project. By not following this principle, the project could have changed controls impacting project timeline and cost.

9.2 Key Personnel

If any change in Hansen’s Key Personnel is required, Hansen will propose a suitable replacement within 5 Business Days. The City reserves the right to review the proposed replacement’s resume, conduct an interview and approve or reject the candidate as a suitable replacement, within 5 Business Days. After 5 Business Days, if Kingsport does not express any concerns the proposed replacement will be assumed as acceptable.

If the City objects to any assignment within the 5 Business Days, in good faith, the parties shall attempt to resolve the City’s concerns on a mutually agreeable basis. When possible, a two-week overlap between the departing resource and the replacement will be provided for purposes of transition and knowledge transfer unless an immediate removal from the project is requested by the City.

9.3 Change Management

- Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the “Additional Services”) are explicitly excluded from the SOW.
- If City of Kingsport requests Additional Services during the implementation or the course of this SOW, the Hansen Project Manager will develop a Change Order to this SOW to identify the requested services corresponding costs and fees payable by City of Kingsport, and the impact of the change on the SOW to the extent allowable by Tennessee Law, the Charter of the City of Kingsport, Tennessee or the Kingsport Code of Ordinances.
- This Change Order will be reviewed by the City project manager and then presented to the Project Steering Committee for approval. Said Change Order will become effective only when signed by

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both parties (the “Change Order”). A separate SOW for such Additional Services may be required in certain circumstances.

9.3.1 Change Request Process

1. General.
 - a. The Parties will use this Change Request Procedure for variations to:
 - i. Charges;
 - ii. Services;
 - iii. Schedule;
 - iv. other procedures Hansen is obligated to provide under this SOW
 - b. The Parties will act in good faith and reasonably with respect to this process.
2. Change Request
 - a. The City may request (either itself or following a suggestion made by Hansen) that:
 - i. a change be made to a Service being provided by Hansen;
 - ii. Hansen develop an enhancement to the Product; or
 - iii. Hansen provides a Professional Service.
 - b. The City’s requests will be submitted to Hansen in the form agreed between the Parties from time to time (or if no form is agreed, then in the form specified by the City).

Hansen will keep a log of all such Change Requests the City submits to Hansen. Hansen will maintain this log, showing the status of each Change Request from its generation to final closure. Hansen will make this log available to City at its request.
 - c. The City and Hansen must determine by mutual agreement in good faith a priority level for each Change Request.
 - d. Change Request are not valid unless signed, accepted, and authorized by both parties.
3. Quote and Impact Analysis
 - a. Subject to 3.b below, Hansen will conduct a high-level impact analysis of each Change Request at its own cost. Hansen will provide the City with an order of magnitude (“OOM”) in relation to this Change Request within the time agreed between the Parties when the Change Request is submitted.
 - b. If the City wishes for Hansen to provide a detailed Quote for the Change Request, Hansen will do so once the City has approved the request in writing.
 - c. Where requested as above, Hansen will provide the City with a Quote including:
 - i. a quote for developing and implementing the requested change; and
 - ii. an impact analysis report including an impact assessment of any impacts the Change Request will have on other activities, including the Support Service.
 - d. It will then be the decision of the City whether to approve the Quote.
 - e. Hansen must not commence any work to deliver the Change Request relating to a Quote until the City has approved the Quote in writing.
4. Undertaking the Change Request.
 - a. When the City has approved a Quote, Hansen will:

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- i. undertake the work described in the Change Request in accordance with the agreed timetable;
 - ii. notify the City as to when the Change Request is ready to be delivered; and
 - iii. assist the City to conduct Acceptance Testing if required.
- b. Any replacement for, or alteration, upgrade, or enhancement to, the System due to a Change Request implemented in accordance with this change control procedure will form part of the System governed by this SOW.

10 Price and Payment

10.1 Fees

The Fees for this SOW as detailed in the table below are fixed at \$1,060,094 (“Services Fee”). The Services Fee is limited to the hours listed below and excludes any travel and living expenses. Notwithstanding the foregoing, Hansen will have no obligation to perform any Services beyond the total 8,490 capped hours unless the City authorizes additional funding for further continuance of effort.

Hansen will invoice the City for the Deliverables in accordance with the schedule at the completion of the payment milestones listed in the table that follows; an invoice for the payment milestone will not be generated by Hansen until the Deliverables associated with that milestone have been accepted by City in accordance with this SOW.

The City shall pay the full amount of the invoice net 30 days from the invoice date.

Payment Milestone	ISC	Description	Price	Discount
MIL01	ISC01	Project Initiation	\$20,800	
MIL01	ISC02	Target Release Installs	\$82,800	
MIL01	ISC03	Application Prep and Training	\$59,200	
MIL02	ISC04	Configuration Workshops and Consulting	\$84,800	
MIL08	ISC05	Organizational Change Management (OCM) Workshop, OCM Support, and Standard Operating Procedures Development	\$294,000	-\$275,000
MIL03	ISC06	Legacy Data Conversion (Pre-UAT)	\$273,600	-\$175,000
MIL05	ISC6.5	Legacy Data Conversion (Post-UAT)	\$24,000	
MIL02	ISC07	UI Configuration, Implementation and Testing	\$20,000	
MIL06	ISC08	Integration Workshops and Development	\$367,200	-\$187,906
MIL02	ISC8.5	Reporting	\$28,000	
MIL04	ISC09	User Acceptance Support (UAT)	\$122,800	
MIL04	ISC9.5	Performance Verification Test	\$1,600	
MIL07	ISC10	End User Training	\$34,800	
MIL07	ISC11	Hansen CIS Core Cutover Planning/Development, Mock Go-Lives, and Go-Live Cutover	\$61,400	

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MIL07	ISC12	Hansen Self Service Portal (HSSP) Deployment Planning, Mock Go-Lives, and Go-Live Cutover	\$4,800	
MIL07	ISC13	Hansen Inventory Test (HIT) Deployment Planning, Mock Go-Lives, and Go-Live Cutover	\$4,000	
MIL09	ISC14	Heightened Support	\$66,200	
MIL09	ISC15	Project Oversight	\$148,000	
			\$1,698,000	-\$637,906
				\$1,060,094

Milestone	Amount	Discount	Payment
MIL01	\$162,800		\$162,800
MIL02	\$132,800		\$132,800
MIL03	\$273,600	-\$175,000	\$98,600
MIL04	\$124,400		\$124,400
MIL05	\$24,000		\$24,000
MIL06	\$367,200	-\$187,906	\$179,294
MIL07	\$105,000		\$105,000
MIL08	\$294,000	-\$275,000	\$19,000
MIL09	\$214,200		\$214,200
Totals	\$1,698,000	-\$637,906	\$1,060,094
Travel Estimate*	\$129,040	-\$57,040	As incurred

*Includes expenses and travel time, Hansen is waving travel time fees

10.2. Fee Assumptions

- Travel expenses must be approved by the City and the Hansen Project Manager in advance and will be invoiced to the City monthly, in arrears, as incurred. Estimated costs for hotels, flights, Car rental, etc., will be emailed to the City Project Manager for approval before travel bookings. Also, the role and reason for travel of the resource will be included in this document. See Attachment B - Hansen Travel Approval Request
- Hansen reserves the right to suspend its provision of the Services if the City has not paid an invoice within forty-five (45) days of the due date of that invoice and the City has not provided written fee dispute or reason for delay. In such an instance, Hansen may suspend its Services until the payment delay has been resolved.
- If the City objects to an invoice or any portion thereof, the City shall notify Hansen in writing within thirty (30) days after receipt of such invoice with objections to the Account Manager for research and reconciliation.
- If a milestone is delayed by more than thirty (30) days for reasons not attributable to Hansen, including without limitation: if (a) any assumptions are not correct as mutually determined by the parties; (b) any dependencies are not met by the City as mutually determined by the parties; then Hansen shall be able to invoice the City for the fees associated with such milestone.

11 Travel Expenses

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- Travel expenses will be billed as incurred and are not included in the fixed fee charges stated in Section 10.1 Fees above.
- The following activities and their associated travel durations have been provided for planning purposes.

Onsite Event	Lead	# of Trips	# of Resources	Duration (Days)	Estimated Month Start
Project Kickoff	Hansen	1	3	4	2
Conversion Mapping Workshop	Hansen	2	1	10	2
Core Team Training with Hands-on Exercises	Hansen	4	1	16	2
Hansen Inventory Test Training (HIT)	Hansen	1	1	0.5	3
Hansen Self Service Portal Training (HSSP)	Hansen	Trip included with HIT Training	1	0.5	3
HBI & Jaspersoft Technical Training	Hansen	Trip included with HIT Training	1	3	3
CIS Technical Overview Training (HIF, HBI, Auditing, Security)	Hansen	1	1	4	3
Integration Requirements Workshops	Hansen	2	1	10	3
UI Configuration Workshop	Hansen	1	1	2	4
Rules and Validation Workshop	Hansen	Trip included with UI Config workshop	1	4	4
Rate Configuration Workshop	Hansen	1	1	4	4
Baseline Business Process Mapping Workshop	Hansen	3	1	14	4
HIT Configuration Workshop	Hansen	1	1	1	5
HSSP Configuration Workshop	Hansen	Trip included with HIT Config workshop	1	1.5	5
Batch Scheduling Workshop	Hansen	Trip included with HIT Config workshop	1	4	5

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Onsite Event	Lead	# of Trips	# of Resources	Duration (Days)	Estimated Month Start
Organizational Change Management Workshop	Hansen	1	1	5	5
Standard Operating Procedures (SOP) Collaboration and Development (One week per month for 9 months starting month 5)	Hansen	9	1	45	5
UAT Workshop	Hansen	1	1	5	8
UAT Management	Hansen	6	1	30	9
End User Training	Hansen	4	1	20	10
Mock 2	Hansen	1	1	5	13
Go-live	Hansen	1	2	10	14
Heightened Support (3 months - 100% first month, 50% Second Month, Remote Third month)	Hansen	6	1	30	15
Quarterly PMO Meeting – Onsite	Hansen	4	1	20	3
MISC Travel (OCM,)	Hansen	4	1	30	3

- For any work undertaken that requires travel, Hansen will invoice the City of Kingsport a daily per diem utilizing the current U.S. General Services Administration per diem rates for Kingsport, TN, 37660.
- Reasonable hotel costs will be reimbursed at standard business class hotel rates (i.e. Hampton Inn, Fairfield Suites)
- In addition, Hansen will also invoice for any other reasonable expenses incurred in the provision of services to the City of Kingsport under this SOW, subject to prior approval by the City of Kingsport.

11.1 Other

If additional work is required beyond the work described in this SOW, Change Management procedures otherwise specified in Section 9.3 Change Management will be utilized to manage the required changes and determine the additional charges (if any) and associated time frames requested for those additions/changes.

This additional work will be billed monthly as incurred on a Time and Material (“T&M”) basis using the rates outlined below unless otherwise specified in the executed Change Request. The Time and Materials rates listed below are effective until the completion of the Services set forth in this SOW. Thereafter, Hansen’s then-current rates will apply.

Item XII.5.

September 2024

Resource Rates	
Resource Name	Hourly Rate
Project Manager	\$225.00
Technical Consultant	\$200.00
Functional Consultant	\$200.00
Organization Change Management	\$200.00
Developer	\$200.00
Training and Training Prep time	\$225.00
Travel Time	\$115.00*
Per Diem (per night)	\$75.00

*Billed as incurred

September 2024

Approvals

This Statement of Work is agreed to and accepted on behalf of:

Hansen Banner, LLC

City of Kingsport, Tennessee

Signature

Paul W. Montgomery, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

September 2024

Definitions

All capitalized terms used and not defined herein shall have meanings given to them in the Agreement.

- (a) "Baseline Component System" has the meaning ascribed to such term in the Software License Agreement between the parties. Further, for purposes of this SOW, it refers specifically to the Hansen CIS product.
- (b) "BASE FIRST" means that customer is willing to accept the standard capabilities of Hansen CIS or make changes to business processes to avoid making Modifications to Hansen CIS.
- (c) "Business Days" means the calendar days of Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and federal holidays.
- (d) "Cutover" means the period beginning with the final legacy data extract and working towards production processing.
- (e) "Development Environment" means an instance of the Baseline Target Release to be used solely by Hansen for development and testing efforts.
- (f) "Hansen Project Manager" means the person appointed by Hansen to manage this project.
- (g) "Modification" means programmatic changes to core business logic, that is outside product configuration changes or using product extensions.
- (h) "Peak Usage" refers to the times or periods when the call center experiences the highest volume of incoming calls.
- (i) "Production Environment" means an instance of the Baseline Target Release to be used by the City as their production environment.
- (j) "Rules and Validations (R&V) Environment" means an instance of the Baseline Target Release to be used as the master version of all rules, validations, and configurations utilized for each conversion and for production.
- (k) "User Acceptance Testing (UAT)" means the stage of software development when the City test the software to assess its functionality and usability, and ensure that it meets the requirements of the UAT test plan.
- (l) "User Acceptance Test (UAT) Environment" means an instance of the Baseline Target Release to be used by the City to verify that the Baseline Target Release meets the user acceptance criteria in accordance with the acceptance test plan.
- (m) "Severity 1 Issue" means a critical system down issue that causes all live system processing to stop or causes a loss or corruption of the City's data which seriously threatens to prevent time-critical business processes from being performed in time by the City.
- (n) "Severity 2 Issue" means a serious issue that affects most users or materially disrupts the City's time-critical business processes.

September 2024

Attachments

Attachment A – Cutover Plan Example



Mock?	Phase	Originating Source	Step	Dependency <small>(Use "SS" as part of dependency Step# to indicate a sub-steps of the primary Step)</small>	Day <small>(Format: Mon, Tues, Wed, Thur, Fri, Sat, Sun)</small>	Task Start Date <small>(Format: MM/DD/YYYY HR:MM AM/PM Ex: 11/22/2022 8:45 AM)</small>	Task End Date <small>(Format: MM/DD/YYYY HR:MM AM/PM Ex: 11/22/2022 9:00 AM)</small>	Estimated Duration (Minutes)	Actual Duration (Minutes)	Task	Details/Instructions	Task Notes	Task Owner	Responsible Party(s) for Execution	Ahead/Behind (+/-) <small>(Column used during actual cutover tracking)</small>	Completed <small>(Column used during actual cutover tracking) (Format: MM/DD/YYYY HR:MM AM/PM Ex: 11/22/2022 9:00 AM)</small>	Comments	Entered/updated By	Date Entered
Y	00Prepare	Client	0		Thu	2/1/24 12:00 AM	6/17/24 4:00 PM	600		Send out Monthly emails to Billing through	Send out Monthly emails to Billing through		Resource 1	Resource 2					
Y	00Prepare	Client	1		Mon	6/17/24 8:00 AM	6/17/24 4:00 PM	480		Banner Home cleanup (Links) before Mock Start	Move current links to correct folders		Resource 3	Resource 3					
Y	00Prepare	Client	2		Fri	3/22/24 12:00 AM	3/22/24 1:00 AM	60		Identify Key Accounts	These accounts will be reviewed in HansenCIS		Resource 3	Resource 2					
Y	00Prepare	Client	3		Fri	4/5/24 12:00 AM	4/5/24 1:00 AM	60		Review Key Account list with execs	Identify which need to be reviewed BEFORE the Go/No Go decision and		Resource 3	Resource 1					
Y	01PreCut	Client	4		Fri	5/3/24 8:00 AM	5/3/24 9:00 AM	60		Data Cleanse Open Read/In/Out Rows	Run SQL Script to identify records. Sara has name/location		Resource 4	Resource 2					
Y	01PreCut	Client	5		MON	6/10/24 12:00 AM	6/10/24 12:00 AM			Identify THURS users	Resources that will be clearing exceptions/		Resource 5	Resource 3					
Y	02Cut	Hansen	6		Mon	8/19/24 8:00 AM	8/19/24 8:05 AM	5		AppWork testing for the Asset Suite jobs			Resource 5	Resource 3					
Y	02Cut	Client	7		Mon	7/15/24 12:00 AM	7/15/24 1:00 AM	60		Training on Legacy Cutoff	Training on Legacy Cutoff	for new hires; cutoff 3 months prior to Go live	Resource 5	Resource 3					

September 2024

Attachment B - Hansen Travel Approval Request

OBJ

Example below

Hansen CIS 2021 Upgrade - Travel Request Form			
Month Day, YYYY - Month Day, YYYY			
Traveler Details			
	Traveler #1	Traveler #2	Traveler #3
Traveler Name			
Travel Dates			
Travel Reason			
Role			
Reason for Travel (Training, Meetings, Workshops, etc)			
Estimated Costs			
Airfare	Airfare #1	Airfare #2	Airfare #3
Airline			
Departure Date			
Return Date			
Comments			
Total	\$0.00	\$0.00	
Rental Car	Traveler #1	Traveler #2	Traveler #3
# of days			
Rate			
Comments			
Total	\$0.00	\$0.00	
Lodging	Traveler #1	Traveler #2	Traveler #3
Hotel			

Kingsport - Hansen CIS SaaS Implementation Plan

ID	Task Name	Duration	Work	Start	Finish
0	Kingsport Hansen CIS SaaS Implementation Plan	395.53d	8,490.11h	Thu 8/1/24	Wed 2/25/26
1	ENGAGEMENT PHASE	41d	0h	Thu 8/1/24	Tue 10/1/24
2	Identification & definition of business drivers	0d	0h	Thu 8/1/24	Thu 8/1/24
3	Solution Evaluation	0d	0h	Thu 8/1/24	Thu 8/1/24
4	Investment Justification/ROI	0d	0h	Thu 8/1/24	Thu 8/1/24
5	SAAS Deployment Finalization	0d	0h	Thu 8/1/24	Thu 8/1/24
6	Contracting/Statement of Work	0d	0h	Tue 10/1/24	Tue 10/1/24
7	DEFINITION PHASE	153.97d	1,122h	Tue 10/1/24	Tue 5/20/25
8	Project Initiation	21.5d	104h	Tue 10/1/24	Wed 10/30/24
9	Platform Provisioning (Custom URL /Build GIT Repository)	10d	20h	Tue 10/1/24	Mon 10/14/24
10	Project Team Confirmed/Pre-meeting	3d	12h	Tue 10/15/24	Thu 10/17/24
11	Project Plan Complete	4d	24h	Fri 10/18/24	Wed 10/23/24
12	Project Team Contact Information Confirmed/Distributed	0.5d	4h	Thu 10/24/24	Thu 10/24/24
13	Customer Kick-Off (Prep and Meeting)	3d	18h	Thu 10/24/24	Tue 10/29/24
14	Training Needs Questionnaire Assessment	1d	8h	Tue 10/29/24	Wed 10/30/24
15	All Tasks loaded to JIRA/Assigned/Accounting Code Defined	3d	18h	Fri 10/18/24	Tue 10/22/24
16	Training and Consulting	143.97d	1,018h	Tue 10/15/24	Tue 5/20/25
17	Training (Sandbox) Environment Build	8.22d	64h	Tue 10/15/24	Fri 10/25/24
18	Sandbox/Training environment - Stand Up/Configure Base CIS Database (Requisition a New DB)	0.75d	6h	Tue 10/15/24	Tue 10/15/24
19	Sandbox/Training environment - Standup Applications - Hansen CIS with Security Service/HIF/HBI/OLH	1.22d	8h	Tue 10/15/24	Wed 10/16/24
20	Sandbox/Training environment - Configure Email/Interface Rule Settings	1d	8h	Wed 10/16/24	Thu 10/17/24
21	Sandbox/Training environment - HIT Configuration	1.13d	9h	Thu 10/17/24	Mon 10/21/24
22	Sandbox/Training environment - HSSP Configuration	1.13d	9h	Mon 10/21/24	Tue 10/22/24
23	Sandbox/Training environment - Verifications	3d	24h	Tue 10/22/24	Fri 10/25/24
24	CIS Fundamentals Training (Preparation & Delivery)	39d	428h	Wed 10/16/24	Tue 12/17/24
25	Core Team Training Preparation	10d	40h	Wed 10/16/24	Wed 10/30/24
26	Core Team Training with Hand's On Exercises (4 Weeks/4 Days a week) (HTP)	16d	256h	Wed 10/30/24	Thu 11/21/24
27	Core Team Training Follow UP	12d	48h	Thu 11/21/24	Mon 12/16/24
28	CIS Technical Overview Training Prep	1d	6h	Fri 10/25/24	Mon 10/28/24

Kingsport - Hansen CIS SaaS Implementation Plan

ID	Task Name	Duration	Work	Start	Finish
29	CIS Technical Overview Training (HIF, HBI, Auditing, Security)	3d24h		Mon 12/2/24	Thu 12/5/24
30	CIS Technical Overview Training Follow up	1d6h		Thu 12/5/24	Fri 12/6/24
31	Hansen Inventory Test Training (HIT)	1d4h		Fri 12/6/24	Mon 12/9/24
32	Hansen Self Service Portal Training (HSSP)	1d4h		Mon 12/9/24	Tue 12/10/24
33	HBI & Jaspersoft Technical Training (HTP)	5d40h		Tue 12/10/24	Tue 12/17/24
34	CIS Implementation Workshops & Consulting	103d526h		Tue 12/17/24	Tue 5/20/25
35	Rules and Validation Workshop	4d24h		Tue 12/17/24	Mon 12/23/24
36	Rules and Validation Post Workshop Consulting	15d30h		Mon 12/23/24	Wed 1/22/25
37	Rate Configuration Workshop	3d24h		Fri 1/3/25	Wed 1/8/25
38	Rate Configuration Post Workshop Consulting	15d45h		Wed 1/8/25	Wed 1/29/25
39	UI Configuration Workshop	2d12h		Fri 1/10/25	Tue 1/14/25
40	UI Configuration Post Workshop Consulting	12d24h		Tue 1/14/25	Thu 1/30/25
41	Baseline Business Process Mapping Workshop	14d91h		Thu 1/16/25	Wed 2/5/25
42	Baseline Business Process Mapping Post Workshop Consulting	24d48h		Wed 2/5/25	Tue 3/11/25
43	Additional Business Process Re-Engineering Services/Workshops (HCP)	50d120h		Tue 3/11/25	Tue 5/20/25
44	Batch Scheduling Workshop	4d18h		Fri 2/7/25	Thu 2/13/25
45	Batch Scheduling Post Workshop Consulting	10d24h		Thu 2/13/25	Thu 2/27/25
46	HIT Configuration Workshop	1d8h		Thu 2/13/25	Fri 2/14/25
47	HIT Configuration Post Workshop Consulting	10d8h		Fri 2/14/25	Fri 2/28/25
48	HSSP Configuration Workshop	1.5d12h		Fri 2/14/25	Tue 2/18/25
49	HSSP Configuration Workshop Post Workshop Consulting	10d8h		Tue 2/18/25	Tue 3/4/25
50	Organizational Change Management Workshop	5d30h		Thu 2/20/25	Thu 2/27/25
51	BUILD PHASE	204.31d3,368h		Fri 10/25/24	Mon 8/25/25
52	Conversion Pass 1 Prep and Execution	158.55d1,344h		Fri 10/25/24	Fri 6/20/25
53	Conversion Target Environment Build - Stand Up EMPTY CIS Database	0.75d6h		Fri 10/25/24	Fri 10/25/24
54	Conversion Mapping Workshop/Tool Development/Access to Legacy DB Copy	30d180h		Fri 10/25/24	Fri 12/13/24
55	Additional Conversion Mapping Support (HCP)	21.33d128h		Fri 12/13/24	Thu 1/23/25
56	Conversion design and build (Legacy CIS and Tokay)	60d600h		Thu 1/23/25	Thu 4/17/25
57	Conversion Pass #1 Execution/Verifications	21d188h		Thu 4/17/25	Fri 5/16/25
58	Conversion Target Environment Build - Standup Applications - Hansen CIS with Security Service/HIF/HBI/	1.33d8h		Thu 5/1/25	Fri 5/2/25
59	Conversion Target Environment Build - HIT	1.5d9h		Fri 5/2/25	Tue 5/6/25

Kingsport - Hansen CIS SaaS Implementation Plan

ID	Task Name	Duration	Work	Start	Finish
60	Conversion Target Environment Build - HSSP	1.5d	9h	Tue 5/6/25	Wed 5/7/25
61	Conversion Target Environment Build - Conversion Verifications	6d	24h	Wed 5/7/25	Thu 5/15/25
62	Conversion Pass 1 Mapping Changes/Corrections	13.33d	64h	Thu 5/15/25	Tue 6/3/25
63	Conversion Pass 2 Mapping Changes/Corrections	6.4d	64h	Tue 6/3/25	Thu 6/12/25
64	Conversion Pass 3 Mapping Changes/Corrections	6.4d	64h	Thu 6/12/25	Fri 6/20/25
65	Development/UAT/Prod Environment Build	112.83d	294h	Fri 10/25/24	Fri 4/18/25
66	Dev Environment 1 Installation	4.5d	27h	Fri 10/25/24	Fri 11/1/24
67	Dev environment #1 - Hansen CIS Install/Security Service/HIF/HBI	1.5d	9h	Fri 10/25/24	Tue 10/29/24
68	Dev environment #1 - HIT Install	1.5d	9h	Tue 10/29/24	Wed 10/30/24
69	Dev environment #1 - HSSP Install (Application)	1.5d	9h	Wed 10/30/24	Fri 11/1/24
70	Production (Dev Environment 2) Installation	95d	187h	Fri 11/1/24	Tue 4/1/25
71	Dev environment #2 - Hansen CIS Install/Security Service/HIF/HBI	1.5d	9h	Fri 11/1/24	Mon 11/4/24
72	Dev environment #2 - HIT Install	1.5d	9h	Mon 11/4/24	Wed 11/6/24
73	Dev environment #2 - HSSP Install (Application)	1.5d	9h	Wed 11/6/24	Thu 11/7/24
74	Dev environment #2 - Native App Implementation (Apple/Android)	20d	160h	Tue 3/4/25	Tue 4/1/25
75	Additional Environments for Onboarding (HCP)	13.33d	80h	Tue 4/1/25	Fri 4/18/25
76	Implement UI Changes	27.08d	130h	Thu 1/30/25	Tue 3/11/25
77	Hansen Implementation of UI Changes for customer	27.08d	130h	Thu 1/30/25	Tue 3/11/25
78	Integration Development & Testing	86.33d	1,406h	Tue 2/18/25	Wed 6/18/25
79	Services API Related Integrations (Mobile Dispatch/GIS)	33.15d	352h	Tue 2/18/25	Fri 4/4/25
80	Integrations Requirements Workshops and Documentation	1.9d	32h	Tue 2/18/25	Thu 2/20/25
81	Integration Definition/Story Development	6.25d	80h	Thu 2/20/25	Fri 2/28/25
82	Integration Code & Unit Test	25d	160h	Thu 2/20/25	Thu 3/27/25
83	Integration Test Case Story Development/Test Execution	6.25d	80h	Thu 3/27/25	Fri 4/4/25
84	Customer Related Integrations (IVR/Payments/Communications&Bill Printing)	44.58d	352h	Thu 2/20/25	Wed 4/23/25
85	Integrations Requirements Workshops and Documentation	13.33d	32h	Thu 2/20/25	Tue 3/11/25
86	Integration Definition/Story Development	6.25d	80h	Tue 3/11/25	Wed 3/19/25
87	Integration Code & Unit Test	25d	160h	Tue 3/11/25	Tue 4/15/25
88	Integration Test Case Story Development/Test Execution	6.25d	80h	Tue 4/15/25	Wed 4/23/25
89	Accounting/File Integrations (File Integrations - GL, Collections, Reading Files, Payment Files)	44.58d	352h	Tue 3/11/25	Tue 5/13/25
90	Integrations Requirements Workshops and Documentation	13.33d	32h	Tue 3/11/25	Mon 3/31/25

Kingsport - Hansen CIS SaaS Implementation Plan

ID	Task Name	Duration	Work	Start	Finish
91	Integration Definition/Story Development	6.25d	80h	Mon 3/31/25	Tue 4/8/25
92	Integration Code & Unit Test	25d	160h	Mon 3/31/25	Mon 5/5/25
93	Integration Test Case Story Development/Test Execution	6.25d	80h	Mon 5/5/25	Tue 5/13/25
94	Integration Testing between all interdependent integrations	20d	250h	Tue 5/13/25	Tue 6/10/25
95	Reporting Development	20.83d	100h	Tue 5/20/25	Wed 6/18/25
96	Report Analysis and creation (HCP)	20.83d	100h	Tue 5/20/25	Wed 6/18/25
97	UAT Planning & Preparation	45.76d	194h	Fri 6/20/25	Mon 8/25/25
98	UAT Workshop	25.76d	34h	Fri 6/20/25	Mon 7/28/25
99	UAT Artifacts Review/Consulting	20d	80h	Mon 7/28/25	Mon 8/25/25
100	Conversion Pass 4 on Production Environment for UAT	11d	80h	Fri 6/20/25	Mon 7/7/25
101	Conversion Pass 4 Target Environment Build - Clear/Recreate Empty CIS Database	1d	6h	Fri 6/20/25	Mon 6/23/25
102	Conversion Pass #4 Execution/Verifications	5d	50h	Mon 6/23/25	Mon 6/30/25
103	Conversion #4 Mapping Changes/Corrections	5d	24h	Mon 6/30/25	Mon 7/7/25
104	DEPLOY PHASE	146.76d	1,368h	Mon 5/5/25	Wed 11/26/25
105	UAT Execution (6 Weeks)	66.76d	508h	Mon 7/7/25	Wed 10/8/25
106	Performance Verification Test	1.33d	8h	Mon 7/7/25	Wed 7/9/25
107	User Acceptance Test Management (HDP)	12.5d	100h	Mon 8/25/25	Thu 9/11/25
108	User Acceptance Test Execution Support (HDP)	10d	40h	Mon 8/25/25	Mon 9/8/25
109	UAT Functional/QA Support	32d	120h	Mon 8/25/25	Wed 10/8/25
110	UAT Technical Support	32d	120h	Mon 8/25/25	Wed 10/8/25
111	UAT Integrations Architect	30d	120h	Mon 8/25/25	Mon 10/6/25
112	End User Training	63.44d	574h	Mon 5/5/25	Fri 8/1/25
113	Planning/Developing End User Training Plan (HTP)	31.25d	200h	Mon 5/5/25	Wed 6/18/25
114	End User Training/Material Support (HTP)	33.44d	214h	Mon 5/19/25	Fri 7/4/25
115	End User Training Execution	20d	160h	Fri 7/4/25	Fri 8/1/25
116	Deployment Planning and Mock Execution	89.76d	246h	Mon 7/7/25	Mon 11/10/25
117	Deployment Planning	20d	48h	Mon 7/7/25	Mon 8/4/25
118	Additional Deployment Planning Support (HDP)	3.89d	28h	Mon 8/4/25	Fri 8/8/25
119	Mock 1 Conversion (Conversion #5)	4d	40h	Wed 10/8/25	Tue 10/14/25
120	Mock 1 Execution Support	8d	35h	Wed 10/8/25	Mon 10/20/25
121	Deployment Plan Revisions	15d	20h	Wed 10/8/25	Wed 10/29/25

Kingsport - Hansen CIS SaaS Implementation Plan

ID	Task Name	Duration	Work	Start	Finish
122	Mock 2 Conversion (Conversion #6)		4d 40h	Wed 10/29/25	Tue 11/4/25
123	Mock 2 Execution Support		8d 35h	Wed 10/29/25	Mon 11/10/25
124	Deployment Plan Finalized		20d 40h	Wed 10/29/25	Wed 11/26/25
125	OPERATE		5d 121h	Wed 11/26/25	Wed 12/3/25
126	Go-Live		5d 121h	Wed 11/26/25	Wed 12/3/25
127	Golive Conversion (#7)		5d 40h	Wed 11/26/25	Wed 12/3/25
128	Golive Deployment/Support		5d 81h	Wed 11/26/25	Wed 12/3/25
129	Project Support		295d 2,180.11h	Tue 10/1/24	Wed 12/3/25
130	Project Management		295d 500h	Tue 10/1/24	Wed 12/3/25
131	Status Meetings (PM)		295d 72.59h	Tue 10/1/24	Wed 12/3/25
132	Status Meetings (Func/Tech)		295d 167.52h	Tue 10/1/24	Wed 12/3/25
133	Organizational Change Management		295d 480h	Tue 10/1/24	Wed 12/3/25
134	Standard Operation Procedures and development		295d 960h	Tue 10/1/24	Wed 12/3/25
135	Travel Time		295d 0h	Tue 10/1/24	Wed 12/3/25
136	Heightened Support		60d 331h	Wed 12/3/25	Wed 2/25/26
137	Additional Heightened Support (100% onsite first month, 50% second month, remote third month) (HDP)		60d 331h	Wed 12/3/25	Wed 2/25/26

City of Kingsport (TN)

Customer Information System - Requirements Matrix

Outline of Functions Required:

- Customer Service
- Accounts
- Premises
- Services
- Devices
- Meter Readings and Meter Management
- Rates & Fees
- Billing
- Credit & Collections
- Financial
- Contacts
- Customer Self-Service Portal
- Service Orders
- Interfaces
- Business Intelligence (BI) & Reporting
- Infrastructure & Technology



Please enter your organization's name in the cell below:

Offeror's Name

Instructions:

This workbook will be used to collect more details about the functional capabilities of the proposed CIS. It is imperative that Offeror answer the questions in accordance with the guidelines provided below. Offerors' responses shall be verified during any scheduled proof-of-concept activities. It is also assumed that the Offeror will provide full proof of the capabilities declared in this workbook.

Please indicate your capability to provide for each requirement using one of the six codes listed in the key of this tab. Please provide any additional comments or clarification in the 'Vendor Comments' column, where necessary. Only enter values in numbered rows, in the 'Response' and 'Vendor Comments' columns. 'Response' is required for each item, while 'Vendor Comments' are at the Offeror's discretion.

The City selection committee will calculate a score for each matrix based on each Offeror's capability to provide and the priority level for each requirement.

Key

Vendor's capability to provide

	Code	Points
Provided for in the base system with standard configuration options	Std	15
Provided for by enhancement to base system	Enhance	10
Provided for in base system of Future release	Future	3
Third Party Add-On to base system	3rd Party	2
Provided for by Custom modification of base system	Custom	1
Cannot Provide	NA	0

Priority Level

	Code	Weight
High	H	100%
Low	L	10%
Medium	M	50%

Additional Notes to the Offeror:

Offerors are cautioned not to indicate functionality is included in standard offering when, in fact, that particular function is in development, UNLESS there is a verifiable commitment that functionality will be available by the time Implementation is to begin. If this is the case, then Offerors should note this fact in the Comments column, indicate the expected release/date such features will be made available and note any impact the additional functionality would have in the pricing. By responding in the affirmative to a capability item, the Offeror agrees to provide such capability in its product.

Customer Service

Item	Requirement	Response	Vendor Comments
------	-------------	----------	-----------------

Customer Types

Provides ability to easily add, search for, relate, and manage the following customer types:

1	> Normal billed customers (e.g. Water, Sewer, Stormwater, Sanitation etc.)	Std	
2	> Pre-Pay customers (e.g. roll-off dumpsters)	Std	
3	> Prospective Customers	Std	
4	> Third-Party Customers (linked to other customers or utility accounts-set up with third party customer number)	Std	
5	> Sanitation only Customers	Std	
6	> Stormwater only Customers	Std	
7	> Sewer only Customer	Std	
8	> Irrigation only Customers	Std	
9	> Fireline only Customers	Std	
10	> Landlord Customers (linked to one or to multiple accounts)	Std	
11	> Master Customers (linked to multiple utility accounts)	Std	
12	> Key Customers	Std	
13	> Internal Customers	Std	
14	> Wholesale Customers	Std	
15	> User Defined Customer Codes	Std	

Customer Record

16	Provides ability to create a new customer by accessing only a minimal amount of screens	Std	
17	Provides a customer data level used for grouping accounts, prospecting, third-party relationships, landlord responsibility, property owner, etc.	Std	
18	Allows a customer to have many different accounts in the system	Std	
19	Allows accounts linked to a customer to be billed separately or combined	Std	

Provides ability to store multiple types of identification types and numbers masked or unmasked depending on user's role:

Customer Service

Item	Requirement	Response	Vendor
20	> Sensitive/Critical customer (e.g., do not disconnect, medical, domestic violence, password required)	Std	
21	> System or User Defined Customer Type (eg. owner, tenant)	Std	
22	> System or User Defined Customer Status	Std	
23	> Standard Industrial Code (SIC) / North American Industry Classification System (NAIC) code	Std	
24	> Non-Specific user defined fields (please state how many)	Std	
25	>User defined identification type (ex. SSN, State ID, Driver's License)	Std	
26	Utilizes one unique record for each customer.	Std	
27	Provides for multiple addresses for each customer such as primary and billing or permanent or temporary (list how many)	Std	
28	Provides ability to store a foreign address with a minimum of 6 lines available	Std	
29	Provides ability to automatically charge turn off/on fee for same day service and override if necessary	Std	
30	Provides ability to set up customers from portal or IVR directly into CIS (pre-populates form(s) in CIS)	Std	
31	Provides ability to set up services quickly with minimum number of clicks	Std	
32	Provides ability to have credit rating follow customer	Std	
33	Provides ability to create alerts tied to the customer based upon several parameters (ex. usage, start date & end date) and disappears when not active	Std	
34	Provides ability to capture customer's prior address and/or prior zip code	Std	

Customer Management

35	Provides landing page for CSRs with messaging/banners, links to CIS functions, training resources, and alerts (ex. discounts)	Std	
36	Provides ability to support warnings, alerts, news flash windows and pop-ups within system, messages can be targeted to specific users or user groups (ex. street closures, weather alerts)	Std	

Customer Service

Item	Requirement	Response	Vendor
37	Provides scripting for different types of contacts, along with recommended directions/actions, prompted by customer responses to IVR	Std	
38	Provides other training resources including but not limited to an interactive, searchable help guide and pop up windows with suggested actions/inputs/workflows	Std	
39	Provides direct link between IVR and CIS, communicates customer information when CSR picks up line (screen pop)	Std	
40	Provides ability to color code customer's charges based on age	Std	
	<i>Information specifically related to the customer, their accounts and activities shall be tracked, managed, and associated with the customer and include the following information:</i>		
41	> Last payment due	Std	
42	> Current service orders	Std	
43	> Pending issues	Std	
44	> Customer Credit Score (combined credit score of all related accounts)	Std	
45	> Customer Balance (combined balance of all accounts)	Std	
46	> Accounts (listing of related accounts with drill down)	Std	
47	> Consumption History (combined consumption of all related accounts)	Std	
48	> Contacts (for all related accounts)	Std	
49	> Source of Contact (Portal, IVR, Call Center, Email, Chat, Help Desk, Kiosk)	Std	
50	> Service Orders (for all related accounts)	Std	
51	> Billing History (for all related accounts)	Std	
52	> Deposits (for all related accounts)	Std	
53	Provides ability to easily view deposits. Deposits shall automatically initiate collection activities on the account based on user-defined parameters	Std	
54	Provides ability to easily transfer balances and deposits, provided user has proper permissions	Std	

Customer Service

Item	Requirement	Response	Vendor
55	Allows a single customer to have many relationships (e.g. owner, landlord, tenant, backflow contact) to a single account or multiple accounts. Customers/individuals are recorded in the system only once	Std	
56	Customers shall be independent of Accounts and Premises	Std	
57	Provides ability to link Customer to Account as third party, landlord, responsible party, etc.	Std	
58	Provides ability to drill-down to related accounts and premises	Std	
59	Provides ability to link unlimited number of accounts to a customer	Std	
60	Displays user defined messages based on customer status and information	Std	
61	Displays the customer status relative to each linked account (active, inactive, pending, prospective, vacant)	Std	
62	Provides ability to transfer related accounts between customers	Std	
63	Provides ability to export customer data into spreadsheet format for manipulation	Std	
64	Provides ability to merge two customers when duplicates are found with all affected records updated with the correct customer information	Future	
65	Provides consolidated data and screen view for the purpose of one call resolution, including various customer views based on customer type, types of services, billing/pmt/financial info, etc.	Std	
66	Provides ability to move customer information from one address to another address	Std	
67	Provides ability to track and resolve return mail, entering new address with minimum clicks	Std	

Customer Inquiry

Provides ability to search for customers by standard fields (name, SSN, drivers license #) or any combination of fields (e.g. name and SSN) including:

68	> Co-Applicant Name	Std	
69	> Email	Std	
70	> Third-Party Names (owner name also)	Std	
71	> Customer Number	Std	

Customer Service

Item	Requirement	Response	Vendor
72	> Account Address	Std	
73	> Premise Address	Std	
74	> Meter Number	Std	
75	> Sanitation Card Number	Std	
76	> Premise Number	Std	
77	> Premise Parcel Number	Std	
78	> Legacy CIS Account Number	Std	
	<i>Supports multiple Account views including the following:</i>		
79	> Billing and payment history	Std	
80	> Adjustments	Std	
81	> Deposits	Std	
82	> Consumption and usage history (in total)	Std	
83	> Consumption and usage history (by meter), including sub meters and showing relationships	Std	
84	> Account notes/comments	Std	
85	> Delinquency history	Std	
86	> Service Orders	Std	
87	> Contacts	Std	
88	> Premise or location history, including Provides ability to view location on GIS map	Std	
89	> Actual bill image history	Std	
90	> Services view (e.g. Water, Sewer, etc.)	Std	
91	> Device view (Water Meter 1, Water Meter 2, ERT #1, ERT #2,, etc.)	Std	
92	> Consolidate account view of all related accounts	Std	
93	Provides ability to drill down to the lowest billable charge and billing determinants including all rates and fees	Std	
94	Flags related Accounts that are in delinquency or have bad debt	Std	
95	Provides a "quick review" account screen that answers the most common account questions and provides quick "drill down" navigation details	Std	
96	Provides analytics on customer interactions	Std	
97	Provides ability to have an account alias	Std	
98	Provides ability to generate tasks in the appropriate queue for CIS users and receive acknowledgement when the task is complete	Std	

Customer Service

Item	Requirement	Response	Vendor
99	Provides ability to prevent notes from being deleted	Std	
100	Provides ability to create customer specific notes and send to Mobile	Std	
Customer Outreach			
101	Provides ability to send messages and notifications to customers	Std	
102	Provides ability to send notifications via drawing a polygon on map	Std	
103	Provides ability to send customer-specific messages via text, email, mail, and/or voice	Std	
104	Provides ability to configure bill messages to specific customer groups through ad hoc queries	Std	
105	Provides ability to set and manage customer notification preferences	Std	
106	Provides ability to set and manage customer language preference (min Spanish)	Std	

Accounts

Item	Requirement	Response	Vendor Comments
Account Types			
<i>Provides ability to support the following account types:</i>			
1	> Standard Billing Account (normal utility billed account based upon services)	Std	
2	> Mobile Accounts (accounts without a permanent premise attached - Portable Meters, Construction meters, etc.)	Std	
3	> Non-utility Accounts (products or services not utility bill related)	Std	
4	> Responsible Party Accounts: Landlords, Owners, etc.	Std	
5	> Residential	Std	
6	> Multi-Family Residential	Std	
7	> Commercial	Std	
8	> Industrial	Std	
9	> Governmental	Std	
10	> Public Institutions (e.g. Church)	Std	
11	> Septage Hauler	Std	
12	> No charge accounts (e.g. inter-city departments)	Std	
13	> User Defined Account Types	Std	
Establishing New Account			
14	Provides ability to receive new account data (premise/customer) from Community Development application in order to establish services prior to activation	Std	
15	Provides ability to track service order for the installation where an account does not yet exist	Std	
16	Allows payment of fees without requiring billing; receivables can be generated on demand	Std	
17	Allows applicant to pay for multiple premises at one time	Std	
18	When an applicant pays for multiple premises at one time, provides ability to easily view which accounts/premises have had their fees paid	Std	
19	Allows applicant to pay for a single premise if multiple are available	Std	
20	Allows new fees to be added to the application after the initial assessment and payment	Std	
21	Installation process shall feed easily into the establishment of new accounts for billing (describe approach in Vendor Comments)	Std	
Account Setup			
22	Assigns a permanent unique account number that remains with the account regardless of premise location when new accounts are established	Std	
23	Allows for three part relationship of customers, accounts and premises, each with records and entities, existing independently	Std	

Accounts

Item	Requirement	Response	Vendor
24	Allows each account relationship to be user defined. (e.g., owner, bill-to, tenant, renter, etc.)	Std	
25	Provides ability to have credit history and account information follow customer including when the account is associated with more than 1 customer record (e.g. roommates; husband/wife-divorces)	Std	
	<i>Information collected relating to accounts shall be used to identify unique billing entities for billing services, both utility and non-utility, and includes the following data elements in addition to standard elements:</i>		
26	> Co-Applicant Name	Std	
27	> Third-Party Names	Std	
28	> Delivery Point	Std	
29	> Phone Number	Std	
30	> Mobile Number	Std	
31	> Fax Number	Std	
32	> SSN or FID	Std	
33	> Drivers License Number, State ID	Std	
34	> Drivers License expiration date	Std	
35	> Drivers License DOB	Std	
36	> SIC	Std	
37	> Legacy Account Number (alphanumeric, indicate limit if any)	Std	
38	> Employer Name and Number	Std	
39	> Account Status	Std	
40	> Account Type	Std	
41	> Health Alert (ex. dialysis patient)	Std	
42	> Establish Date	Std	
43	> Terminate Date	Std	
44	> Last Bill Date	Std	
45	> ACH/payment information	Std	
46	Supports completion or delivery of service application or a customer application for new services from multiple locations (e.g. email, web, IVR)	Std	
47	Provides ability to define business rules for special handling accounts such as landlords and key accounts (e.g. connect fee, routing of key account requests)	Std	
48	Provides ability to customize due dates from standard billing cycle	Std	
49	Provides ability to create accounts by copying other accounts	Std	
50	Provides ability to create accounts by copying a customer	Std	
51	Allows one primary account relationship to be assigned as the "Bill-To" relationship to receive the accounts bills	Std	
52	Allows each account relationship to be user defined (e.g. owner, bill-to, tenant, etc.)	Std	

Accounts

Item	Requirement	Response	Vendor
53	Allows each account relationship to be flagged to receive a past due notification	Std	
54	Allows each account relationship to be flagged to receive delinquency/shut-off notices	Std	
55	Allows each account relationship to be flagged to receive a start of service notification	Std	
56	Allows each account relationship to be flagged to receive a termination of service notice	Std	
57	Allows accounts to have multiple "Bill-To" addresses (e.g. winter & summer, primary and secondary) that will be used based on date ranges	Std	
58	System shall forward refunds checks for overpays/closed accounts to primary financially responsible person	Std	
59	Provides ability to reactivate an account that was closed (due to cutoff for non-payment etc.)	Std	
60	Provides ability to note certain customers/accounts as a confidential customer (judges, police, domestic violence etc.) with an easily created flag and require passcode to access information	Std	
61	Tracks the history of status changes	Std	
62	Provides ability to initiate service for the premise with an easy to follow process and limited number of screens	Std	
63	Provides mechanism to allow accounts to bill consumption based services without a premise (e.g. portable meters)	Std	
64	Provides ability to support, bill and cancel/rebill, based upon the number of units	Std	
65	Two accounts shall not be active on the same premise at the same time for the same meter/device	Std	
66	Allows accounts to be established with no services in the case of new premise installs	Std	
67	Accounts set up for new service installs can bill line items or rates without having a service	Std	
68	Accounts can be automatically activated upon completion of the appropriate service order (e.g. new install)	Std	
69	Accounts can be flagged as seasonal or interim accounts	Std	
70	Accounts can be flagged as key accounts	Std	

Account Maintenance

General

Account statuses shall be updated automatically by system events including:

71	> Move-in and move-out service orders	Std	
72	> Shut-off service orders	Std	
73	> Meter maintenance processing	Std	

Accounts

Item	Requirement	Response	Vendor
74	Provides ability to maintain and update seasonal account status	Std	
75	Provides ability to automatically reactivate seasonal accounts based on seasonal service dates for that account	Std	
76	Provides ability to conduct mass changes across related or grouped accounts: Address, Name, Phone Number, etc.	Std	
77	Appropriate user level security shall be required to make changes to account details	Std	
78	Allows action items or ticklers to pre-set tasks for future action on accounts	Std	
79	Allows automated actions for certain events (e.g. a return check will cause a letter to be generated and the credit score changed)	Std	
80	Provides ability to attach / view supporting documentation relating to a customer or account (e.g. credit score, rental/lease agreement, etc.)	Std	
81	Provides ability to easily view balance due by service	Std	
82	Provides ability to map old account numbers (previous system) to new account numbers	Std	
Exemptions			
83	Provides ability to exempt individual accounts or group of accounts from late charges/penalties	Std	
84	Provides ability to exempt individual accounts or group of accounts from disconnect	Std	
85	Provides ability to exempt individual accounts or group of accounts from taxes	Std	
86	Provides ability to exempt individual accounts or group of accounts from surcharges	Std	
Account Alerts & Messages			
87	Displays delinquency status on account and payment screens	Std	
88	Displays bad debt status on account and payment screens	Std	
89	Includes alerts, highlighting, or flagging to indicate bad debt that has been paid in full	Std	
90	Displays tampering status on account, meter, and premise screens	Std	
91	Displays credit score on account screen	Std	
92	Displays "Cash Only" on account screens, payment screens. "Cash Only" shall not allow any other type of payment	Std	
93	Displays alert for no credit card accepted on account screens	Std	
94	Displays open service order alerts on account screens	Std	
95	Supports user defined alerts and messages that display on account screens	Std	
96	Provides ability support health, senior and user defined alerts	Std	
97	Supports user defined alerts and messages that display on payment screens	Std	
Master Accounts			
98	Allows a single master account (or customer) to be established with several sub-accounts	Std	

Accounts

Item	Requirement	Response	Vendor
99	Allows a single master account to be responsible for the receivables of the sub-accounts	Std	
100	Provides history of master/sub-account relationships	Std	
101	Provides master summary account handling and total relationship management from account set-up, establishing deposits, processing payments and delinquency processing	Std	
102	Maintains credit histories of subordinate accounts independently from the master account credit history	Std	
103	Allows a sub-account to be easily be associated/disassociated with a master account	Std	
104	Provides ability for ownership of sub account to revert to master automatically at time of sub move out	Std	
105	Allows establishment of a master account which is responsible for premises in multiple jurisdictions	Std	
106	Allows establishment of a master account where the master does not have a premise in the Utility's service area	Std	
Account Transfer			
107	Provides ability to transfer service from one customer account to another based on user defined transfer dates including retroactive dates	Std	
108	Provides ability to generate a notification document to the third party when a service is transferred or disconnected	Std	
109	Provides ability to optionally generates a summary letter to be given or sent to customer/owner for confirmation of service transfer or initiation	Std	
110	Provides ability to allow user defined or system generated last meter readings for "transfer from" and/or "transfer to" service	Std	
111	Provides ability to transfer any outstanding balances with the customer to the new account	Std	
112	Provides ability to allow the user to group multiple accounts/premises to be closed or transferred to another account	Std	
113	System shall automatically revert to landlord during account transfers	Std	
Account Close			
114	Provides ability to close an account without a transfer of service	Std	
115	Provides ability to reopen a close account	Std	
116	Provides ability to have an account transfer back to owner based upon service when closing	Std	

Account Identification

In addition to standard account data, Account identification can be obtained by the following data points:

Item XII5.

Accounts

Item	Requirement	Response	Vendor
117	> Co-Applicant Name	Std	
118	> Third-Party Names	Std	
119	> Meter Number	Std	
120	> Equipment Number	Std	
121	> Location/Premise/Folio ID	Std	
122	> Standard Industry Code (Revenue Class)	Std	
123	> Premise Parcel Number	Std	
124	> ERT/Register Number	Std	
125	> Telephone Number (all types)	Std	
126	> Social Security Number/Federal ID#	Std	
127	> Drivers License Number	Std	
128	> Service Order Number	Std	
129	> Doing Business As (D.B.A.) or Nickname	Std	
130	> GIS X,Y Coordinate	Std	
131	> Premise Number	Std	
132	> Old Account Number from previous System	Std	
133	> Tax ID #	Std	
134	> Tax Exemption Status	Std	
135	> Email address	Std	
136	> Associated Document Number(s) for example permits	Std	
137	> Property Owner	Std	
	<i>Multiple account views are supported including the following:</i>	Std	
138	> Billing and payment history	Std	
139	> Adjustments	Std	
140	> Deposits	Std	
141	> Consumption and usage history (in total by service type)	Std	
142	> Consumption and usage history (by meter)	Std	
143	> Delinquency history	Std	
144	> Service Orders	Std	
145	> Contacts	Std	
146	> Premise or location history	Std	
147	> Actual bill image history	Std	
148	> Services view (e.g. Water, Sewer, etc.)	Std	
149	> Device view (e.g. Water Meter 1, Water Meter 2, etc.)	Std	
150	> Consolidate account view of all related accounts	Std	
Account Status			
	<i>Provides for the following account statuses:</i>		
151	>Active / Inactive / Pending	Std	

Accounts

Item	Requirement	Response	Vendor
152	>Final Billed	Std	
153	>Disconnected for non payment	Std	
154	>Disconnected for safety (backflow, condemned, etc.)	Std	
155	>In Collections	Std	
156	>Write Off	Std	
157	>Bankruptcy	Std	
158	>Pending final	Std	
159	>New account not billed	Std	
160	>Non metered	Std	
161	>Transfers	Std	
162	>Landlord	Std	
163	>Closed	Std	
164	>On hold (vacation hold)	Std	
165	>User defined statuses (indicate how many are available)	Std	

Temporary Accounts

Temporary Accounts

166	Allows creation of temporary customers at construction sites, etc. and the setup of workflows for these accounts. Provides ability to set timeframes and notifications related to the life cycle of the account.	Std	
167	Supports user defined temporary services, within a user defined data range that automatically revert back to the original status on the ending date of range	Std	
168	Provides workflow for conversion of temporary to permanent account. Allows billing after inspection, and provides ability to automatically deploy notifications and easily view and manage conversion	Std	

Account Processing

Service Offerings

169	Provides ability for the system to automatically identify the services available within a user inputted street block range	Std	
170	Provides ability for the user to open all or multiple services for the account - services can be connected via a single conversation with the customer	Std	
171	Provides ability to open specific services without closing others (subject to user defined limitations)	Std	
172	Provides ability to review applicable rates/pricing with the customer for the services they are interested in	Std	

Program Offerings

173	Provides all program offerings which may be relevant to the customers situation can be reviewed on-line	Std	
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Accounts

Item	Requirement	Response	Vendor
174	Provides ability to automatically generate and send documents related to the program to applicable customers via mail, email, or fax	Std	
175	Reviews financial aspects of the programs the customer is interested in	Std	
176	Establishes customer on any/or all selected programs (e.g. pre-authorized bank draft, customer selected due date, etc.)	Std	
177	Provides ability for customer to set up their own due date	Std	
178	Provides ability to capture landlord data in the system related to an account	Std	
Account Views			
179	Allows access to account information from a consolidated view to a detailed view	Std	
180	Provides consolidated view of a master account. All sub-accounts will be included	Std	
181	Provides consolidated view of a customer with multiple accounts. All accounts may be billed separately	Std	
182	Provides consolidated views of services (e.g. Water, Sewer, etc.)	Std	
183	Provides account views by meter, services or equipment view and view of completed/pending work orders by meter/equipment	Std	
184	Provides access to a view of the exact bill as it was produced and distributed to the customer	Std	
185	Provides access to the past "x" years (parameter driven) of customer consumption history, read dates, reading, and billing information displaying the most recent information first	Std	
186	Provides both detailed and total combined consumption across multiple meters and multiple registers	Std	
187	Provides view of account payment history (ex. historical payment amounts, types, dates)	Std	
188	Provides view of how the payment allocation was applied	Std	
189	Allows automatic payment allocation if a particular service's debt was reduced due to an adjustment.	Std	
190	Provides view of cash payment transactions including up to the minute postings - processing is not required to view the payments made	Std	
191	Provides view of deposit information including an estimated refund date	Std	
192	Provides ability to view deposit history and deposit letters sent to customer	Std	
193	Provides view of account billing history	Std	
194	Provides view of a statement of account	Std	
195	Provides view of the past 2 years (variable) of customer account transactions (including adjustments)	Std	
196	Provides view of an account credit history	Std	

Accounts

Item	Requirement	Response	Vendor
197	Provides view of an "Account at a glance". Information can include: A/R, deposit info, adjustments, payments, credit history, credit score etc. and can be configured based on user's role	Std	
198	Provides ability to print a formatted statement of account for example: billing/consumption/payment history for the customer displaying the most recent information first. Allows user-defined criteria for what information is included in account statement	Std	
199	Provides ability to print a formatted statement of account for court cases, with standardized format for each account, to enable quick response time for information requests	Std	
200	Provides access to historical service and meter orders for an account	Std	
201	Provides access to pending service and meter orders for an account	Std	
202	Provides view of charges and fees pending and not yet billed (e.g. deposits)	Std	
203	Allows for groups of "special" accounts to be monitored by a distinct set of customer service reps (large commercial, VIP, etc.)	Std	
204	Provides a flexible, user controlled, mechanism to purge history records older than "x" months	Std	
205	Provides ability to consolidate top tier customers or any specific customer for reporting purposes	Std	
206	Provides ability to send an updated bill or statement of accounts to third parties that shows any payments made up to the request date	Std	
207	Provides ability to scan documents (e.g. drivers license, etc.) and attach to account	Std	
<i>Master Summary Accounts:</i>			
208	> Provides ability to view all accounts associated with master summary account without running a report	Std	
209	> Provides ability to view amount due on each account	Std	
210	> Provides ability to sort receivables newest to oldest	Std	

Premises

Item	Requirement	Response	Vendor Comments
Premise Types			
	<i>Provides ability to handle several types of premises/locations including:</i>		
1	> Permanent Premises (land parcels, addresses, user defined types)	Std	
2	> Temporary Premises (Construction sites, portable meters etc.)	Std	
3	> Non-identifiable Premises (medians, rights-of-way, bare land, etc.)	Std	
4	> User defined types	Std	
New Premises			
5	Provides ability to communicate information from permitting system and auto populate fields as part of premise creation process	Std	
6	Provides ability to communicate premise location, parcel owner/address information, and planimetrics from GIS	Std	
	<i>Allows the setup of premises only for authorized users. Premise Information contains the following data elements in addition to standard premise fields:</i>		
7	> System Assigned Unique Premise Number	Std	
8	> Key Word or Phrase	Std	
9	> Intersection	Std	
10	> Complex Address (fractional house number, suite number, etc)	Std	
11	> Space Number (e.g. lot)	Std	
12	> Provides ability to store multiple space number fields (e.g. 2nd flr apt 101)	Std	
13	> Meter Route	Std	
14	> User Notes, with user-defined character limit	Std	
15	> Jurisdiction (e.g., tax authority)	Std	
16	> County	Std	
17	> Inside/Outside City Flag	Std	
18	> Create Date	Std	
19	> Terminate Date	Std	
20	> Last Bill Date	Std	
21	> Legacy CIS Premise Number	Std	
22	> GIS X,Y Coordinates	Std	
23	> Subdivision Name	Std	
24	> Phase Number	Std	
25	> Block Number	Std	
26	> Lot Number	Std	
27	> Lot Size (e.g. acreage)	Std	
28	> Pressure zone	Std	

Premises

Item	Requirement	Response	Vendor
29	> Region (User defined) (Control Table Verified)	Std	
30	> District (User defined) (Control Table Verified)	Std	
31	> Premise/Dwelling Type (e.g. mobile home; single family)	Std	
32	> Work Zone (Field Service Area) (Control Table Verified)	Std	
33	> Number of units for multi dwelling	Std	
34	> Area (User Defined) (Control Table Verified)	Std	
35	> User Defined Fields	Std	
36	Allows the set up of a premise with parcel information from GIS	Std	
37	Allows the set up of a premise with just the parcel information	Std	
38	Allows system administrator to tag required fields and the system shall not activate premise record until all required fields have been entered	Std	
39	Provides ability to consolidate multiple premises and associated services into one premise (ex. duplex with two meters converted to home with one meter)	Std	
40	Allows incomplete premise information while status is pending, active status can only be selected when required data elements are entered	Std	
41	Provides ability to create premise by copying another premise	Future	
42	Provides ability to import premise information from delimited file	Future	
43	Provides ability to create a premise with an easy to follow process and limited number of screens	Std	
44	Provides ability for a premise to have an unlimited number of related customers associated to the premise (e.g. individual apartment units where each unit has an interest in the services provided yet are not directly responsible for the payment of the bill)	Std	
45	Provides ability to establish a premise with a master meter serving multiple tenants where each can be billed to each tenant on a fractional basis based on the number of active tenants	Std	
46	Allows premises to be assigned one or many services	Std	
47	Identifies vacant properties through communication with land management/permitting application	Std	
48	Allows only correct services to be available at a premise based on user-defined parameters (ex. customers outside City limits can only be charged for Sanitation)	Std	
49	Allows a premise to have multiple services of the same type	Std	
50	Allows services and associated rates to remain with the premise during move in/out unless changed by the user	Std	
51	Provides ability to assign premise one or many surcharges (specify how many in comments)	Std	
52	Provides ability to assign notes to a premise	Std	

Premises

Item	Requirement	Response	Vendor
53	Allows Premises to be integrated with GIS	Std	
54	Allows Premises to be viewed with GIS maps	Std	
55	Provides ability to attach electronic files (documents, pictures, etc.) to the premise record	Std	
56	Provides ability to add new addresses en mass upon completion of planning or service construction	Std	
57	Provides ability to download all location-specific information stored in GIS	Std	
58	Creates and assigns a unique premise identifier number, which shall never be reused	Std	
59	Provides ability to view all available services with the Premise	Std	

Premise Maintenance

Updates premise statuses automatically, triggered by system events including:

60	> Move-in and move-out service orders at premise level	Std	
61	> Shut-off service orders at premise level	Std	
62	> Meter maintenance activities - e.g. pulled meter	Std	
63	> Sanitation activities - e.g. deliver garbage charts	Std	
64	Provides mechanism to conduct mass changes across Premises (e.g. address components, classes, zones and route number, etc.)	Std	
65	Provides ability to split and merge premises	Std	
66	Provides ability for premise move in/out change to affect one or more of the premise relationships (owner, bill-to, and tenant) as the user dictates	Std	
67	Allows changes to services available at premise	Std	
68	Premises shall not be deleted with an active account	Std	
69	Premises shall not be deleted while services are active	Std	
70	Premises shall only be created or deleted with special user authority	Std	
71	Provides ability for a user with appropriate security to "lock" a premise so that certain activity cannot occur. (e.g. no customer move-in until unlocked)	Future	

Service Location/Premises Entity

72	Automatically auto populate new premises using GIS data	Std	
73	Automatically assigns a unique premise or property id or service address id number for new service address record	Std	
74	Allows entry of new service address information on a partial basis, the system understands the address is pending activation following successful completion of construction activities (when a subdivision is created)	Std	

Premises

Item	Requirement	Response	Vendor
75	Allows establishment of multiple customer premises for a single legal parcel (e.g. shopping mall)	Std	
76	Allows for tracking utility services to temporary sites including: construction sites, fairs, Christmas tree lots, plumbing pressure tests, or other similar uses where the installation of a permanent service connection is considered impractical	Std	
77	Allows for update of service address information for entire selected geographical area as specified, for example a change in street name, or adding postal code	Std	
78	Provides ability to identify status of the premise with notification of when it becomes available for customer move in	Std	
79	Allows multiple contacts, including third party contacts, related to the service address.	Std	
80	Provides service unit equivalent information for use in cost of service studies (e.g. fixture counts, number of connections, square footage of the facility etc.)	Std	
81	Provides historical premise information aligning with city's data retention requirements	Std	
82	Provides ability to view impervious area in system including history	Std	
83	Provides ability to view and maintain a count and history of Abandoned/Abolished Services by type. (e.g. frozen on property side)	Std	
84	Provides ability to generate bilingual (English or Spanish) bills, letters and notices for locations in a specific geographic area	Std	
85	Provides ability to flag an individual premise or account as vacant, or all premises or accounts on a parcel as vacant, and to not allow service by request of property owner. User must have proper permissions	Std	
86	Provides ability to assess taxes or fees by Service Districts, Taxing Authorities, Cities, Counties, etc.	Std	

Service Location / Premises Search

Allows CSR access to premise information. The following access paths have been identified:

87	> Premise Number	Std	
88	> Premise Address Components	Std	
89	> Reading Route	Std	
90	> Area	Std	
91	> Keyword or Phrase (First Bank Building)	Std	
92	> Dimensional Location (x,y Coordinates)	Std	
93	> Service Order Number	Std	

Premises

Item	Requirement	Response	Vendor
94	> Meter/Equipment	Std	
95	> Backflow Equipment	Std	
96	> Internal Map number	Std	
97	> Parcel ID (multiple premises may exist on single legal parcel)	Std	
98	> Legacy CIS Premise Number	Std	
99	Allows partial word searches	Std	
	<i>Supports multiple premise views including the following:</i>		
100	> Billing and payment history	Std	
101	> Consumption and usage history (in total by service)	Std	
102	> Consumption and usage history (by meter)	Std	
103	> Service Orders	Std	
104	> Account history	Std	
105	> Services view (e.g. Water, Sewer, etc.)	Std	
106	> Service Point view (e.g. Water Meter 1, Water Meter 2, etc.)	Std	
107	> Meter history	Std	
108	> Service order history for the premise can be viewed by premise record without the need to open multiple inactive accounts	Std	
109	> Geopolitical Area (e.g. Service Districts, Taxing Authority)	Std	
110	> Service Address components	Std	
111	> Alias address (AKA; also known as)	Std	
112	> Parcel number	Std	
113	Tracks premises by street	Std	
Service Entity			
114	Provides ability to associate multiple service points with a service address	Std	
115	Provides ability to associate non-metered, as well as, metered service points at a service address	Std	
116	Allows multiple meters for each service point at each address	Std	
117	Allows multiple service points for each meter at an address (a compound meter with different registers)	Std	
118	Allows multiple non-metered service points at each address	Std	
119	Allows master meters at a service address	Std	
120	Allows multiple master meters at a service address	Std	
121	Allows shared meters (one with a subtraction meter) for multiple customers	Std	
122	View the past and present classifications of the premise for the service point	Std	
123	Accommodates rates at the service point	Std	
124	Accommodates service order work areas (e.g., districts) for the service point	Std	

Premises

Item	Requirement	Response	Vendor
125	Provides ability to maintain a meter seal # and seal date at the service point (per meter)	Std	
126	Provides an entry access code by service point	Std	
127	Provides a meter location code by service point	Std	
128	Provides a meter reader instruction code by service point	Std	
129	Provides special meter reader instructions by service point	Std	
130	Provides a special message display indicator by service point	Std	
131	Provides a text prompt indicator by service point	Std	
132	Provides ability to initiate an order for a specific service / service point without affecting the other services received	Std	
133	Tracks consumption at a service point	Std	
134	Allows routes by service point	Std	
135	Allows reading sequence by service point	Std	
Service Location Attributes			
136	Provides ability to classify the service at the Premises by type of business or SIC code (e.g., car wash, restaurant, manufacturing, etc.)	Std	
137	Maintains past and present classifications regardless of service status	Std	
138	Identifies the customer being billed for the service	Std	
139	Displays meters or equipment installed related to the service	Std	
140	Identifies location of service (e.g. pit meters)	Std	
141	Designates whether the service point (e.g. installed meter) can be estimated	Std	
142	Displays the most recent reading schedule/method (e.g. handheld download date)	Std	
143	Designates whether the service is metered or non-metered	Std	
Historical Service Information			
144	Provides historical review of meters/equipment located at a premise for a specific period of time - The historical timeframe is a table parameter which is modifiable	Std	
145	Provides view of all previous and present accounts at a premise	Std	
146	Provides view of all usage history by service	Std	
147	Maintains reading and consumption and dollars for "x" number of years history (parameter driven)	Std	
148	Provides estimated and/or projected annual and average consumption by meter, customer, and by premise	Std	
149	Provides view of current and historical Service Location/Premise Attributes	Std	

Services

Item	Requirement	Response	Vendor Comments
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Service Types

Supports all utility related services including:

1	>Metered Water	Std	
2	>Unmetered Water	Std	
3	>Wastewater	Std	
4	>Metered Wastewater	Std	
5	>Recycling	Std	
6	>Roll-off	Std	
7	>Dumapter	Std	
8	>Trash Collection	Std	
9	>Landfill	Std	
10	>Irrigation	Std	
11	>Stormwater	Std	
12	>Fireline	Std	
13	>Large Volume Water	Std	
14	>Septic	Std	
15	>Backflow	Std	
16	Provides ability to add services	Std	
17	Allows services to exist independent of meters and rates - meters and rates are attached to services	Std	

Service Setup

Allows authorized users to establish one or more individual services available at a premise and each service shall include the following data elements:

18	> Service Type (control table validated)	Std	
19	> Service Size (control table validated)	Std	
20	> Service Status (control table validated)	Std	
21	> Service Activated (connect) Date	Std	
22	> Service Deactivated (disconnect) Date	Std	
23	> Last Reading Date	Std	
24	> Last Bill Date	Std	
25	> Service Location (text at least 75 characters)	Std	
26	> GIS X,Y Coordinate	Std	
27	> Service Creation date	Std	
28	> Service location instruction (gate code, key number, etc.)	Std	
29	> Service comment (free-form or coded) with option to create associated alert	Std	
30	> Service Installation Work Order Number	Std	
31	> Reading Route	Std	

Services			
Item	Requirement	Response	Vendor
32	Allows services to be automatically created and associated with other services- e.g. Wastewater, Trash and Recycling created for each Water account	Std	
33	Additional trash/recycling services can be added to accounts, communicated by an interface	Std	
34	Provides the ability to bill for services not attached to a premise with recurring (ex. septage haulers) or one-time (ex. damage claim) payments	Std	
35	Allows services to be limited to specific account/customer types (e.g. Stormwater accounts only to property owner)	Std	
36	Allows multiple services at a premise	Std	
37	Allows multiple services on an account	Std	
38	Allows multiple meters on a single service	Std	
39	Allows metered and non metered services at a premise	Std	
40	Allows multiple metered services at a premise	Std	
41	Allows multiple non metered services at a premise	Std	
42	Allows other inventory devices at a service point, (e.g., backflow device, detector check valves, remote disconnect devices, etc.)	Std	
43	Provides ability to associate unique rates to each service	Std	
44	Provides ability to associate unique rates to each meter on a service	Std	
45	Allows master meters at a service	Std	
46	Allows compound or multi-register meters at a service	Std	
47	Allows multiple meters to accumulate consumption and bill under one rate or to not accumulate consumption and be independent	Std	
48	Provides ability to auto-assign read routes by each service type with override cap	Std	
49	Provides start and stop dates for each service which can be different than other services on the account	Std	
50	When finalling and initiating a service the charges shall prorate appropriately	Std	
51	Allows temporary services. Provides ability to send electronic notification when the service period has expired	Std	
52	Allows additive meters at a service	Std	
53	Allows deductive meters at a service	Std	
54	Provides ability to bill different services at a premise to different customers (landlord / tenant)	Std	
Service Maintenance			
55	Provides ability to initiate specific services without initiating others	Std	
56	Provides ability to final specific services without finalling others	Std	
57	Provides ability to move service out and in on same day	Std	

Services			
Item	Requirement	Response	Vendor
58	Allows specific services to be default at a premise; other services are removed when a new customer is moved in to the premise and only default services shall be automatically activated on customer move-in	Std	
59	Tracks all usage by service regardless of associated meter	Std	
60	Tracks service orders by service	Std	
61	Tracks the date the service was activated (connected) based on the move in date or user defined date	Std	
62	Tracks the date the service was deactivated (disconnected) based on the move out date or user defined date	Std	
63	Allows service status to be automatically updated by service order activities (e.g. meter change out orders, meter removal orders, etc.)	Std	
64	Allows any combination of services to be active or inactive without affecting the other services	Std	
65	Allows reading route resequencing from meter reading interface	Std	
66	Provides a unique permanent record for each services in the database - a meter assigned to a premise does not count as a service	Std	
67	Provides ability to configure services by jurisdiction	Std	
68	System shall require proper security for deletion of services	Std	
Service Inquiry			
69	Provides consumption history for each service	Std	
70	Provides meter history for each service	Std	
71	Provides service orders for each service	Std	
72	Provides meter reading history for each service	Std	
Backflow			
73	Provides ability to generate backflow test orders from CIS	Std	
74	Provides ability to generate and track surveys and inspections and their due dates, tie to SIC codes from Premise	Std	
75	Provides ability to preschedule back flow test work orders to be auto generated	Std	
76	Provides ability to set multiple schedules for testing and inspections based on a user defined parameter, e.g. every 1 year, 5 years	Std	
77	Provides ability to track backflow testing process including but not limited to letters, test results forms, shut offs	Std	
78	Provides ability to auto generate backflow test result letters	Std	
79	Provides ability to store pdf of test results	Std	
80	Provides ability to have testing form on-line and enter queue for testing validation review	Std	

Services			
Item	Requirement	Response	Vendor
Consumption (Usage) Tracking			
81	Tracks and displays usage by service	Std	
82	Tracks and displays usage by meter	Std	
83	Tracks and displays usage by account	Std	
84	Tracks the usage on a submeter but exempt the meter from billing	Std	
85	Tracks usage by region, jurisdiction, and plant	Std	
86	Allows consumption for the master meter to be easily traceable to its sub meters.	Std	
Tap Records			
87	Allows taps to be assigned to a service and tracked by service	Std	
<i>Enables generation of Tap records automatically from Service Orders or manually including the following data elements:</i>			
88	> Tap code- assigned by CIS to newly generated Tap records	Std	
89	> Status – type of work performed in the field	Std	
90	> Date installed	Std	
91	> Multi-Meter – whether there is more than one meter on the manifold	Std	
92	> Legacy Tap – old/original tap record	Std	
93	> Comments – comments added to work orders	Std	
94	> Location –approximate tap location	Std	
Sub-Metering, Irrigation, Exclusion Metering			
95	System shall be able to calculate bill adjustment to water/wastewater consumption once submeter reading and actual meter reading is obtained	Std	
96	System shall be able to identify accounts which are currently receiving wastewater/water submetering credits	Std	
97	System shall be able to accept readings manually or electronically from non city owned devices to calculate credit	Std	
98	System shall have an escalation notification process if required submeter readings have not been received	Std	
99	System shall be able to track information [manufacturer/type of meter] used for submetering	Std	
100	System shall allow for activation/deactivation of billing credits due to non compliance with process	Std	
101	System shall have a service order type to establish meter in system	Std	

Devices

Item	Requirement	Response	Vendor Comments
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Device Types

The system shall accommodate various device types. The following device types are included:

1	> Water Meters	Std	
2	> Wastewater Meters	Std	
3	> Temporary Hydrants	Std	
4	> Irrigation Meters	Std	
5	> Leak detection	Std	
6	> Test Meters	Std	
7	> Portable Meters	Std	
8	> Construction Meters	Std	
9	> Flushing meters, both utility owned and private owned	Std	
10	> Detector Check Valves	Std	
11	> Compound Meters (More than one register)	Std	
12	> Backflow Devices	Std	
13	> Effluent Meters	Std	
14	> Deductive Meters	Std	
15	> Registers	Std	
16	> Transponders/Encoder	Std	
17	> Remote turn off/on at meter	Std	
18	> Garbage carts	Std	
19	> Dumpster Carts	Std	
20	> Roll-Offs	Std	
21	> User Defined Device Types	Std	

Device Attributes

22	Provides table validation of all device attributes including cross field validation on specific components, for example manufacturer, type and size validation	Std	
23	Allows no limits on the number of meters at a location, service point, or account	Std	
24	Stores serial number for all device types (e.g. meters, registers, ERT, backflow etc.)	Std	

Water Meter Attributes

Provides data storage and on-line review and update of all meter attributes. Attributes may include:

Devices

Item	Requirement	Response	Vendor
25	> Meter Number	Std	
26	> Meter Type	Std	
27	> Meter Size	Std	
28	> Meter Manufacturer	Std	
29	> Manufacturer Serial No.	Std	
30	> Meter Model	Std	
31	> Digits	Std	
32	> Dials	Std	
33	> Number of Registers	Std	
34	> Register Id Number (AMR/AMI)	Std	
35	> Register Type (AMR/AMI/Direct Read)	Std	
36	> Transponder (Meter Transceiver) (Telemetry Interfaces)	Std	
37	> Purchase Date	Std	
38	> Warranty Date	Std	
39	> Cost	Std	
40	> Original Install Date (first installed date)	Std	
41	> Installed By	Std	
42	> Status	Std	
43	> Remove Date	Std	
44	> Install Date	Std	
45	> Device owner	Std	
46	> GIS X,Y Coordinate	Std	
47	> User Defined Attributes	Std	
48	Supports unique device ID's with leading zeros	Std	
49	Provides capabilities to support a routine testing program	Std	
50	Maintains sample test groups	Std	
51	Generates a maintenance service order based on next meter test date or scheduled maintenance date based on user defined parameter (e.g. 6 months, 1 year, etc.)	Std	
52	Indicates on the service order the need to exchange the meter based on a random sample test, age of meter, or other test determination. Update the attributes of the meter test group	Std	
53	Indicates testing of meters on "x" period - age - (parameter driven) is required and generate an order to field test the meter	Std	
54	Indicates testing of meters on "x" period - consumption - (parameter driven) is required and generate an order to field test the meter	Std	
55	Enables meter tests to be initiated by a customer request. Customer request will initiate a service order	Std	

Devices

Item	Requirement	Response	Vendor
56	Provides ability to view historical test results for a given meter and aggregate test results by meter type/size/model etc.	Std	
57	Displays device location, (southside of parking lot building, or long/lats)	Std	
58	Allows same device to be shared by multiple accounts for billing purposes. (and flag on device that shows that this is a shared device)	Std	
59	Allows individual meters on an account to be active or inactive independently of each other and location information to be displayed for inactive meter	Std	
Meter Testing Results			
60	Provides a mechanism to record test results. Results include: test date, tester name, flow rates.	Std	
61	Provides ability to exclude meters from testing based on meter status	Std	
62	Allows for one or more comment messages to be associated with the meter test.	Std	
<i>Maintains meter test history that contains the following items:</i>			
63	> Date submitted for test	Std	
64	> Person performing test	Std	
65	> Test results	Std	
66	> Date test completed	Std	
67	> Reason for test	Std	
68	> Test performed (different types of tests - Performance test, customer test)	Std	
69	> Meter problem code (allow user-defined and standard codes)	Std	
70	> Person requesting test	Std	
71	> Repair/recalibration date	Std	
72	> Repair/recalibration performed (type)	Std	
73	Supports recording of multiple test results for a given test scenario	Std	
74	Provides ability to generated a test result letter to the customer	Std	
75	Provides ability to manage fast/slow meter test result through workflow	Std	
76	Provides ability to identify and process adjustments for fast meter results	Std	
77	Provides a credit or a charge to the customers account based upon the results of the customer requested meter test	Std	
Device Management			
78	Provides full inventory functionality for water meters, garbage carts and other miscellaneous devices	Std	

Devices

Item	Requirement	Response	Vendor
79	Provides for unique meter ID's for each inventory type, but allows for duplicate across types (a backflow and a water meter can have the same ID, but no water meter can have a duplicate ID to another water meter)	Std	
80	Automatically updates inventory of devices and device attributes using integrations with manufacturers and provides workflow related to inventory management	Std	
81	Provides ability to update meter location, information and workflow using integration with barcode scanners	Std	
82	Provides ability to validate meter location in system	Std	
83	Provides tracking and notification related to meter age, including an aging meters report	Std	
84	Provides tracking and notification to appropriate staff for meters or other devices "checked out" of warehouse	Std	
85	Provides ability for workflow to manage temporary hydrants tracking the 90 day review period. Provides ability to tag a temporary review needed in 90 days; no contact charge hydrant charge. If reviewed, review again in 90 day	Std	
86	Provides ability to track stolen backflow devices with regard to location last set, date and replacement backflow number.	Std	
87	Provides ability to re-order points for items such as locks in system that reach threshold of installed vs available	Std	
88	Provides ability to track device warranties information including the following: Warranty Start / Purchase Date, Warranty Termination Date and Extended Warranty Available	Std	

Backflow Device Attributes

Allows for the following backflow device attributes to be recorded in the system:

89	Premise Address	Std	
90	Mailing Address	Std	
91	Device Location	Std	
92	Manufacturer	Std	
93	Model	Std	
94	Serial #	Std	
95	Size	Std	
96	Condition (New, Existing, Replaced, Repaired)	Std	
97	Remarks	Std	
98	Device type (RPZ, DC, DCDA, RPDA)	Std	

Devices

Item	Requirement	Response	Vendor
99	List of device orientation (vertical, horizontal, etc.)	Std	
100	Containment Type (Is backflow preventer located between water meter and first branch? Y/N)	Std	
101	Water Service Type (Domestic, Fireline, Irrigation, Portable Meter)	Std	
102	Type of Fireline Class (1-6)	Std	
103	User defined Attributes	Std	

Backflow Testing Results

Allows for the following backflow device result fields to be recorded in the system:

104	Date and Time of test	Std	
105	Line Pressure at time of test	Std	
<i>Check Valve No 1</i>			
106	>Condition	Std	
107	>Drop in PSI	Std	
<i>Check Valve No 2</i>			
108	>Condition	Std	
109	>Drop in PSI	Std	
<i>Differential Pressure Release Valve</i>			
110	>Opens at ___ PSI	Std	
<i>Pressure Vacuum Breaker</i>			
111	>Air inlet opens at ___ PSI	Std	
112	>Check Valve PSI	Std	
113	>Pass/Fail	Std	
114	>Tester Name	Std	
115	>Tester Certification #	Std	
116	>Tester Company phone and email	Std	
117	>Test Gauge Manufacturer	Std	
118	>Test Gauge Model #	Std	
119	>Test Gauge Serial #	Std	
120	>Test Gauge Calibration Date	Std	

Meter Readings and Meter Management

Item	Requirement	Response	Vendor Comments
Meter Reading			
1	Provides ability for users to create reading routes	Std	
2	Provides ability to automate meter route, sequence and reading schedule based on pre-determined billing cycle with override and provides ability to control calendar of available reading days	Std	
3	Allows accounts to be moved from one route to another on an individual basis	Std	
4	Provides ability to move accounts from one route to another on a group basis (en masse)	Std	
5	Provides ability to rebalance routes based on user defined factors (ex. out of cycle route automatically placed back into correct cycle)	Std	
6	System provides flag/alert for out of cycle route	Std	
7	Provides ability to define meter read sequences by type, customer, meter or route	Std	
8	Provides ability to integrate route management with GIS	Std	
9	Provides ability to update route information from the field (e.g. sequence, location comments, latitude, longitude, service type)	Std	
10	Provides interface file for downloading to an external meter reading system	Std	
11	Provides interface file for uploading from an external meter reading system	Std	
12	Allows manual meter reading entries	Std	
13	Displays current and previous meter reading date	Std	
14	Displays current and previous meter reading values	Std	
	<i>Imports and tracks the meter reading type by the following:</i>		
15	> Automated Meter Read	Std	
16	> Track meter reader ID	Std	
17	> Manual Meter Read	Std	
18	> Estimated Meter Read	Std	
19	> Phone Meter Read	Std	
20	> Customer Provided Meter Read	Std	
21	> User Defined	Std	
	<i>Tracks the meter reading reason by the following:</i>		
22	> Scheduled Meter Read	Std	
23	> Reread Meter Read	Std	
24	> Meter/Register Change out	Std	

25	> Customer Move In/Out	Std	
26	> User Defined	Std	
27	Tracks the cycle, pickup date and turn in date for all meters	Std	
28	Tracks the meter readings against the meter number	Std	
29	Tracks the meter readings against the register number	Std	
30	Tracks the meter readings against the ERT number	Std	
31	Provides a report of user defined exceptions for each meter reading cycle	Std	
32	Captures, tracks, and provides ad hoc reporting for meter age and condition (search by install date)	Std	
33	Provides ad hoc reporting for meter reading (ex. search by cycle)	Std	
34	Provides ability to automatically generate exception service orders based on specified parameters, with capability to update/modify parameters as necessary	Std	
35	Provides a report of orphan records where meter reads from an import file that could not be imported are accounted for and displayed for the user to fix	Std	
36	Allows for the setting of service order details for the exception service orders including the priority, department, resources, etc.	Std	
37	Provides ability to send notification/alert to designated staff if exception service order has not been closed within a specified time period for immediate action (resolve or override/clear exception)	Std	
38	Provides ability to send notifications to designated staff for exceptions requiring follow up action or communication with customer	Std	
39	Provides ability to flag and override exceptions that have been determined valid or already corrected	Std	
40	Provides ability to link readings to work/service order, account and premise (e.g. past readings can appear on a work/service order, readings taken on a work/service order can populate an account, etc.)	Std	

Mobile Access

Provides for mobile (e.g. laptop, pda, etc.) wireless access to following system functions (through integration with a 3rd party software):

41	> Service Order Processing	Std	
42	> Device Inventory (e.g. Meter, Register, ERT)	Std	
43	> Device Installations	Std	
44	> Device Change-Outs/Removals	Std	
45	> Customer Contacts	Std	
46	> Customer Inquiry	Std	
47	> Delinquency Notices	Std	

Provides ability for field personnel to enter meter reads for the following processes:

48	> Customer Move In/Out	Std	
49	> Device Change-Outs (e.g. Meter, Register, ERT only)	Std	
50	> Meter Re-reads	Std	
51	> General Meter Reads (including warnings for exception conditions)	Std	
52	Allows field personnel to work and complete service orders	Std	
53	Provides ability to select and assign meter reading orders by route	Std	
54	Provides for viewing and updating security to be defined by user or role	Std	
55	Provides GIS map display through the mobile and CSR interface	Std	
56	Provides GIS data elements through the mobile interface	Std	
57	Provides ability to track vehicle location in route. Field officer locations/tracking is visible to CSRs as well as dispatch	Std	
58	Provides for mobile (e.g. laptop, pda, etc.) download access to service orders	Std	
59	Provides ability to maintain meter reading history with ERT only change outs and/or meter and ERT changeouts in history	Std	
60	Provides ability to maintain marriage file between ERT and meter including updates for ERT and meter change outs in real time	Std	
61	Real-time edits shall be subject to data validation (e.g. meter inventory)	Std	

Other

62	Provides ability to take adjustments into account when averaging usage	Std	
63	Supports outbound messages to customer for meter trouble codes (low/high readings, leaks) based on configurable parameters	Std	
64	Provides ability to structure optimized routes	Std	
65	Provides ability to generate work orders for dead meters	Std	
66	MDM to create orders for exceptions errors	Std	
67	Provides ability to notify customer when meter reading is due	Std	
68	Provides ability for mobile units to create service orders in real time	Std	
69	Provides ability to have pop-up notification to close out pending work orders	Std	
70	Provides ability to mass add new meters and registers to inventory and process mass changeouts in addition to single meter/register changes	Std	
71	Provides ability to track new meter numbers (e.g. new field on work order)	Std	
72	Provides ability to have automatic notification for inspections of meters	Std	
73	Provides ability to receive real-time information and update CIS on meter changeouts from operations/maintenance/backflow technicians based on work orders performed in CMMS application (OpenGov Asset Management)	Std	
74	Provides portals to view customer usage	Std	
75	Provides 0 usage report/portal	Std	
76	Provides ability to track trends in meter change outs	Std	

77	Provides ability to readily identify and pull meters that have been tampered with after being locked	Std	
78	Provides projections for meter ordering based on historical usage, seasonal usage and failure rate analysis	Std	
79	Provides ability to support AMI	Std	
80	Provides ability to account for new meters and identification of rebuilt meters	Std	
81	Provides ability to create meter reading exceptions	Std	
82	Provides ability to have a meter reading exception portal to work exceptions	Std	
83	Provides ability to receive readings for firelines and bill a flat amount if no usage or bill the consumption reading if it occurs	Std	
84	Provides ability to send a letter for any customer with usage exceeding a configurable amount	Std	
85	Identifies any no consumption active meter (NCAM) with no usage for a customer designated timeframe by service and auto generates a service order to investigate	Std	
86	Provides ability to automatically add or remove delinquent orders through mobile field work	Std	
87	Provides ability to track and analyze skip reads/mobile misses through dashboard, report, or other proposed solution	Std	

Rates & Fees

Item	Requirement	Response	Vendor Comments
Rate Types			
	<i>Allows for the following rate types:</i>		
1	> Step Rates	Std	
2	> Tiered Rates	Std	
3	> Elemental Rates	Std	
4	> Fixed Rates and Variable Rates	Std	
5	> Flat Rates	Std	
6	> Pass through rates (passing through ad hoc fees to all customers)	Std	
7	> Surcharge	Std	
8	> Flat Rate with Entered Percent Increase	Std	
9	> Customer specific pricing	Std	
10	> Yearly Interest Rate Paid on Deposits	Std	
11	> Utility Deposits	Std	
12	> Utility Tax	Std	
13	> Ordinance	Std	
14	> User Defined	Std	
Rate & Fee Setup			
15	Provides real-time rate modeling	Std	
16	Provides ability to do wholesale costing with true-up for wholeale contracts	Std	
17	Provides ability to do predictive modeling for consumption based on usage at the account	Std	
18	Provides ability to apply, or not apply, unique rates and fees by multiple levels of jurisdictional area (e.g. Service Districts, Taxing Authorities, City, County)	Std	
19	Provides ability to apply exemptions by service	Std	
20	Provides ability for the user (with security) to change rates and fees without programming intervention	Std	
21	Allows rates to be specific per billing class that includes both Residential, Commercial and service type (e.g. Water, Sewer, etc.), and can't be used for other billing classes	Std	
22	Incorporates predefined meter size table. Includes meter size and base charges etc.	Std	
23	Allows each discrete billing component to be assigned its own unique revenue code or G/L number	Std	

Rates & Fees

Item	Requirement	Response	Vendor
24	Allows creation of custom, user-defined rate structures - rate functions or scripts can be created using logic to apply rates, charges, taxes and credits to consumption ranges and date ranges	Std	
25	Allows existing rate tiers to be split, addition of new tiers	Std	
26	Allows existing rates to be copied to new rates	Std	
27	Allows for minimum effort in updating rate prices. Can be updated by only modifying components.	Std	
28	Provides effective and end dates for rates	Std	
29	Provides ability to bill bulk water on a unique rate	Std	
30	Allows rates to be versioned with effective dates	Std	
31	Allows rates to be billed and prorated based upon different rate schedules and effective dates	Std	
32	Allows rates to be specific per service (e.g. Water, Sewer, Bulk Water, etc.)	Std	
33	Allows rates to use values stored in any premise field for rate calculations such as number of units, number of toilets, lot square footage, etc.	Std	
34	Allows rates to use values stored in any account field for rate calculations such as flat usage/amounts/counts, etc.	Std	
35	Allows rates to use values stored in any service field for rate calculations such as service size, backflow device, meter size, etc.	Std	
36	A single rate can have multiple fixed charges based on the meter size - the fixed charges applied to the bill are based on the meter size at the service <i>A single rate can accumulate all related rates, charges and taxes for proper billing of the service including:</i>	Std	
37	> Consumption rate	Std	
38	> Service charge Flat Rate	Std	
39	> Service charge based on meter size	Std	
40	> Multiple surcharges	Std	
41	> Estimation Rules	Std	
42	> Proration Rules (user defined)	Std	
43	> Late Charge Rules	Std	
44	> Standard billing cycle days	Std	
45	> Hi and Low usage thresholds by month	Std	
46	Provides ability to mass add and update rates by utility and ordinance	Std	
47	Accommodates special programs related to rates/bills, for example rounding up to the nearest dollar and allocating excess dollars to appropriate general ledger ("GL") code	Std	
48	Allows for one rate to have multiple associated GL codes	Std	
49	Rates can be split by percentage or fixed dollar amounts by GL codes	Std	

Rates & Fees

Item	Requirement	Response	Vendor
50	Provides ability to track customer's historic rate assignments	Std	
51	Automatic assignment of rates based upon defined rate determinants	Std	
52	Provides ability to have rates with minimum of six decimal places	Std	
53	Provides ability to prorate by rate type and by bill type (starts and finals only etc.)	Std	
Rates General			
54	Provides ability to automatically apply various miscellaneous charges and credits when calculating customers bills (e.g. interest, etc.)	Std	
55	Provides rate history	Std	
56	Allows cancel/rebill using historical rates	Std	
57	Provides ability to Charge sewer based on readings from other agencies	Std	
58	Provides ability to break down base rate and show detail	Std	
59	Provides ability to assess different penalties and fees by jurisdiction	Std	
60	Provides ability to calculate and bill irrigation violations based on scheduled days by area	Std	
61	Allows for tax calculations to be different for each taxing entity and service type (allows unlimited number of taxing entities)	Std	
62	Provides ability to bill and support interruptible rates	Std	
63	Provides ability to bill and support bulk rates	Std	
Rate Application			
64	Associates unique rates to each service	Std	
65	Associates unique rates to each meter at a service	Std	
66	Provides ability to maintain special rates	Std	
Tiered Rates			
67	Supports variable tiered rate structures per metered service	Std	
68	Supports unlimited number of tiers	Std	
Exemptions			
69	Provides for late charge/penalty exemptions	Std	
70	Provides for tax and fee exemptions	Std	
71	Allows unique late charges, penalties, and expirations by individual account, taxing entity, or zip code	Std	
72	Allows exemptions by service	Std	

Rates & Fees

Item	Requirement	Response	Vendor
73	Provides tax and fee/penalty exemption expiration dates	Std	
74	Provides reports for exempt customers	Std	
75	Supports user-defined exemptions based on customer and account fields	Std	
Charges and Fees			
76	Provides for one-time charges (e.g. Reconnect Charge Fee, Turn-on Fee, Late Charge Penalty, Return Check Fee, After Hours Fee, Initiation Fee, Tampering, Replace Meter Fee, etc.)	Std	
77	Provides ability to override fees	Std	
78	Provides ability to automatically calculate return check fee based upon the check dollar amount (e.g. <\$50- \$50)	Std	
79	Provides ability to calculate service connection (e.g. Water, Wastewater) fee based on customer class: Residential: resident type (e.g. Mobile, RV, etc.) and lot size (e.g. less than 1 acre); Commercial by service (e.g. Water, Wastewater) and projected usage	Std	
80	Provides for parameter inputs for irrigation on wrong days and charge appropriate fines	Std	
81	Provides for disputed meter reading fee	Std	
82	Provides for High Strength Industrial Waste fees	Std	
83	Provides for recurring charges	Std	
84	Provides meter tampering/theft of service fee based upon the number of incidents	Std	
85	Provides meter utility fees (e.g. obscured meter; cross connection, connection to other services, etc.)	Std	
86	Provides meter test and retest fees (based upon meter size)	Std	
87	Provides ability to bill service fees	Std	
88	Provides ability to bill water violation fees	Std	
89	Provides ability to waive fee if meter is not registering	Std	
90	Allows creation of user-defined one-time miscellaneous charges/credits	Std	
91	Allows multiple surcharges (Charge or Credit)	Std	
Taxes			
92	Provides for the setup and assignment of taxes	Std	
93	Provides on-line setup and maintenance of tax categories and codes with associated tax rates based on dollars or usage, include with charges on bill, and appropriate GL number	Std	
94	Provides ability to track and report accounts and amount paid to specified taxing entity	Std	

Item XII.5.

Rates & Fees

Item	Requirement	Response	Vendor
Rate Processing			
95	Allows on-line creation of new rate structures with future dates, programming is not required	Std	
96	Allows on-line identification and copying of current/historical rate structures to new rate structures	Std	
97	Allows on-line deletion of old rate structures for unused rate structures with controls over the deletion process	Std	
98	Provides ability to keep inactive rates	Std	
99	Provides ability to modify a rate and track changes for purposes of historical modeling and billing	Std	
100	Provides ability to track the customer's historical rate assignments	Std	
101	Allows selection and viewing/printing of rate structures and entire rates master as required	Std	
102	Provides rate schedules by service type and service point for: Water, Wastewater and other services	Std	
103	Provides for general rate reporting (e.g. allow reporting of consumption used and dollars received at the rate step level per individual customer and across the utility)	Std	
Rate and Fee Determinants			
104	Rates and rate discounts can have components determined by customer type, account type, or premise type . Provides ability to set up rates, rate structures, and fees within the system linking the following data elements for customer bill calculation:	Std	
105	> Consumption Blocks and Rates	Std	
106	> Estimated Bill Percentage (increase estimated bill by a %)	Std	
107	> Bill Estimation Indicator (Bills can be estimated for this rate)	Std	
108	> Proration Indicator	Std	
109	>Base Charge	Std	
110	> Minimum charge	Std	

Rates & Fees

Item	Requirement	Response	Vendor
111	>Fixed Charge	Std	
112	>Late Charge flat Fee	Std	
113	>Late Charge Percentage	Std	
114	>Late Charge Minimum (if calculated amount is less than minimum, do not include on bill)	Std	
115	>Number of Billing Periods Per Year (capable by service)	Std	
116	>Rate Schedule Unique Identifier	Std	
117	>Meter/Service Size	Std	
118	>Service	Std	
119	>Customer Classification/Trade Class	Std	
120	>Property Size (square foot)	Std	
121	>Impervious Surface Area (square foot)	Std	
122	>Stormwater Fee Credits	Std	
123	>Number of Units (duplexes, etc.)	Std	
124	>Water consumption	Std	
125	>Septic usage	Std	
126	>Recycling/Trash- Number of cans, Number of Pickups	Std	
127	>Rental dumpsters	Std	
128	>Master Meter or sub meter	Std	
129	>SIC. Code	Std	
130	>Special Discounts	Std	
131	>Customer owned item (customer owned meter etc.)	Std	
Automatic Rate Assignment			
132	Provides automatic assignment of rates based upon defined rate determinants	Std	
133	Provides ability to override rates which the system may automatically assign	Std	
134	Provides ability to override rate determinants at individual customer/premise	Std	
Rate Development			
135	Allows for calculation of sample billings for test accounts without affecting revenue	Std	
136	Allows proposed rate changes without affecting the customer record	Std	
137	Provides for projecting revenues from new rate structures based on affected classes of customers by rate component	Std	
138	Provides a reporting method for analysis of current rate structures to provide revenue and bill frequency analysis (number of bills and consumption)	Std	

Rates & Fees

Item	Requirement	Response	Vendor
139	Provides ability to download for the analysis of customer usage by various characteristics for example: customer class, usage category, SIC., etc.	Std	
140	Provides ability to set up customer accounts that are differentiated by customer class, building class and tax status	Std	

Item XII5.

Billing

Item	Requirement	Response	Vendor Comments
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Billing Types

The system shall be flexible enough to handle a variety of billing scenarios including the following basic billing types:

1	> Bill-in-arrears	Std	
2	> Bill-in-advance	Std	
3	> Pre-pay	Std	
4	> Installment billing with interest for specified time	Std	
5	> Consumption based billing	Std	
6	> Bill by weight (landfill and building materials)	Std	
7	> Time based billing	Std	
8	> Minimum consumption based	Std	
9	> Flat rate billing	Std	
10	> Master Bills	Std	
11	> Service install or Tap install billings	Std	
12	> Multiple Services	Std	
13	> Miscellaneous or one-time billings	Std	
14	> Proration	Std	
15	> Budget billing (equalized and levelized)	Std	
16	>Autopay (Automatic Utility Payment Plan)	Std	
17	> Payment arrangement	Std	
18	> Device at multiple locations in the same month/billing cycle	Std	

Billing Determinants

Cycle Based Billing

19	Allows Accounts to be assigned to a billing cycle- all Accounts shall be billed when cycle is selected for billing	Std	
20	Provides ability to have billing cycles that are made up from meter reading routes	Std	
21	Provides ability to have non-metered services included in a billing cycle	Std	
22	Allows for one or many Accounts to be moved to a new billing cycle with appropriate pro-rated billings for the initial period	Std	
23	Provides ability to support cycle utility billing	Std	
24	Provides ability to support off cycle billing	Std	
25	Provides ability to support the billing of 1 or more cycles per business day	Std	

26	Provides ability to have billing cycles that are billed when selected. Cycles can be billed separately or in conjunction with other cycles.	Std	
27	Provides ability to have billing cycle schedules that can be defined in advance	Std	
28	Provides ability to define working / holiday calendars or link to existing calendars from other systems for use in determining billing cycles	Std	
Date Based Billing			
29	Provides ability to have Accounts assigned to a billing date - all Accounts are selected on the same day of the month each billing period	Std	
30	Provides ability to have all charges billed read date to read date, prorating fixed charges with a daily rate	Std	
31	Allows Accounts to have charges billed from bill date to bill date, regardless of read dates	Std	
32	Allows Accounts to have all non consumption charges be billed at a fixed rate regardless of number of days in the period, provided user has proper permissions	Std	
Contract/Loans Billing			
33	Provides ability to bill loan contracts with interest	Std	
34	Provides ability to calculate and view on-line early pay-off balance and interest for loan, if paid this month or paid next month	Std	
35	Provides ability to generate loan payment report including interest and payments	Std	
36	Provides ability to generate report loan report by service type	Std	
37	Provides ability to generate IRS Form 1098 to Customers for all Accounts	Std	
38	Provides ability to change variable interest rate and recalculate monthly billing amount per month	Std	
39	Provides ability to bill reoccurring fees, loan amount charges.	Std	
Events and Misc. Billing			
<i>Provides ability to have Accounts that are billed based on events and misc. billing including:</i>			
40	> Closing or Final bills	Std	
41	> Cancel / Rebills	Std	
Billing Selection			
Billing Batches			
42	The system shall use batches to select Accounts for billing.	Std	
	Provides ability to modify billing cycles around holidays and the City calendar	Std	
<i>Provides ability to have billing batches select Accounts from the following:</i>			
43	> Billing cycles	Std	
44	> Override Cycles	Std	
45	> Meter reading routes	Std	
46	> Individual Accounts	Std	
47	> Event based billings	Std	
48	Provides ability to have billing batches that can be assigned a billing date	Std	
49	Provides ability to have billing batches that can be assigned an accounting date	Std	

50	Provides ability to automatically generate billing batches for regular cycle bills based on pre-determined billing / reading schedule	Std	
51	Provides ability to adjust billing schedule parameters	Std	
52	Provides ability to remove potential problem bills from a bill run on the fly, using selection criteria to select bills, so as not to hold up the bill cycle	Std	

Billing Periods

Billing Frequencies

Supports flexible billing periods - the following periods are supported:

53	> Monthly	Std	
54	> Ad Hoc	Std	
55	Allows different billing periods for each service	Std	
56	Provides ability to have a single service that can be finalized on an ongoing Account and billed	Std	

Proration

57	Supports proration of charges during any billing period for a single or multiple rate change	Std	
58	Allows for proration of fixed base charges for partial billing periods (e.g. opening and closing bills - based on days active to days in billing period)	Std	
59	Allows proration by rate type	Std	
60	Allows proration by rate effective date	Std	
61	Provides ability to prorate based upon usage periods	Std	
62	Allows no proration within user definable ranges on either side of standard billing period days. (e.g. no proration between 28 and 32 days on a monthly [30 day] billing period)	Std	

Billing Methods

Consumption Based

63	Provides ability to bill consumption based on previous and current meter readings	Std	
64	Provides ability to bill consumption based on usage uploaded to the system (ex. Landfill)	Std	
65	Provides ability to correctly bill for multiple meter/register/device changes during a single billing period	Std	
66	Provides ability to combine consumption from multiple meters and use for billing on a single rate	Std	
67	Provides ability to bill one service based on consumption from separate service (e.g., sewer billing based on water consumption)	Std	
68	Provides ability to bill multi-family services with multiple meters by associating X number of units to a given meter to calculate consumption based on tiers or aggregate all units and meters to calculate consumption based on tiers	Std	

69	Provides ability to cap usage for wastewater usage charged regardless of water consumption	Std	
70	Provides ability to bill a percent of another utility usage (e.g., Water, Sewer etc.)	Std	
71	Provides ability to bill based on third party usage without maintaining inventory	Std	
72	Maintains an easily understandable method for identifying consumption from meter rollovers	Std	
73	Provides ability to electronically input billing data file from third parties; and include data on Customer bill	Std	
74	Accommodates external data for third party bills	Std	
75	Provides ability to store informational reads and billed amount (Common Customers - sewer only)	Std	
Estimating			
76	Allows services to be estimated for billing	Std	
77	Bill consumption shall be based on a system calculated estimated consumption value	Std	
78	System automatically generates estimated reads and exceptions. After prescribed number of estimates, Account/meter is put on high priority list	Std	
79	Allows user-defined estimation calculation	Std	
80	Allows limit on the number of consecutive estimated consumption billings an Account can have (e.g. number of consecutive billing cycles is user definable)	Std	
81	Provides ability to estimate forever on a premise	Std	
82	Provides ability to automate the investigation and resolution of meters with consecutive estimates	Std	
83	Provides ability for user to override system estimate with forced read	Std	
84	Allows treatment of the estimated read as an actual read - all services are billed as if an actual read was received ("commit read")	Std	
85	Provides a read only billing displaying the difference between the estimated read and the real read (True-up)	Std	
86	Provides ability to treat the estimated read as an estimate and track billings separate from actual read billings - when an actual read is obtained the estimated bill amount is reversed (credited) and the actual read is used to calculate the final actual bill amount (return of estimate)	Std	
87	Allows for and accounts correctly for meter change outs during an estimate month	Std	
88	Provides ability to estimate/prorate readings for specified days of service given a reading for greater/lesser days of service to allow limits on days of service to be billed	Std	
Flat Rate/Fixed Charge			
89	Provides ability to bill a flat or fixed charge for a service for each billing period	Std	
90	Provides ability to bill multiple base charges for a service	Std	
91	Provides ability to bill a flat or fixed charge for a service multiplied by a quantity figure each billing period	Std	

92	Provides ability to bill a fixed charge based on service size	Std	
93	Provides ability to bill a fixed charge based on lot size	Std	
94	Provides ability to bill a fixed charge based on device size	Std	

Billing Types

Bill-In-Arrears

95	Provides ability to bill services in arrears	Std	
96	Provides ability to bill each service either in-arrears or in-advance with any change in rates taken into Account	Std	

Miscellaneous One-Time Billings

97	Provides ability to perform non-Customer billings - user can create a one-time bill and print an invoice for the charges	Std	
98	Provides charge codes for individual line item billings with related GL Accounts	Std	

Miscellaneous Recurring Billings

99	Provides ability to perform non-Customer billings - user can create recurring bills and print regular invoices for the charges	Std	
100	Provides ability to perform reoccurring billing based on a fixed amount each month until the total amount is recovered (charges \$19 each month to recover \$4,000 – bills that amount until fully recovered, then stop)	Std	
101	Recurring bills may utilize all services/functions allowed for with utility billing (e.g. EFT, payment plans, dunning, rate management, etc.)	Std	

Billing Terms

Current Accounts

102	Provides ability to apply payment terms consistently to all regular recurring utility bills	Std	
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Closed Accounts (Final Bills)

103	Provides ability to not issue credit refunds for final bill less than \$x.xx amount	Std	
104	Provides ability to apply separate payment terms to final bills than for regular utility bills	Std	

Billing Charges and Fees

Automatic Charges

Provides ability to bill the following charges automatically:

105	> Fixed late payment charge	Std	
106	> Percent based late charge	Std	
107	> Percent based late charge with fixed minimum	Std	
108	> NSF charge	Std	
109	> Disconnection charges	Std	
110	> Set-up charges	Std	
111	> Service order based charges	Std	
112	> Surcharges/Violations	Std	
113	> User defined	Std	

Miscellaneous Charges

Provides ability to bill the following miscellaneous type charges:

114	Provides ability to support prepay (e.g. roll-off dumpster)	Std	
115	Accommodate charges and adjustments for services from external sources	Std	

Manual Charges

Provides ability to bill the following manual type charges:

116	> One-time miscellaneous charges	Std	
117	> Deposits	Std	
118	> Service charges	Std	
119	> After-hours	Std	
120	> Same day	Std	
121	> Tampering (meter)	Std	
122	> Unauthorized use (turning on service after disconnect without payment)	Std	
123	> Collection fee	Std	
124	> Missed appointment	Std	
125	> Miscellaneous field visit	Std	
126	> Miscellaneous non-utility charges	Std	
127	> Damage to equipment	Std	
128	> User Defined	Std	

Billing Adjustments

Cancel/Rebill

129	Billing multiplier applied at time of billing	Std	
130	Accommodates a cancel/rebill process that shall allow cancelling and rebilling for "X" billing cycles and include changes in any billing component including rates, usage, surcharges and taxes	Std	
131	Allows cancel/rebill to prorate base charge and/or fixed rate charges based upon the number of days in the billing period	Std	
132	Provides ability to perform cancel/rebill for multi day periods for flat rate charges and prorate rebill based upon the number of days in the billing period.	Std	
133	Provides ability when water cancel/rebill adjustment is performed to adjust Wastewater rate charges based on cancel/rebill	Std	
134	Allows cancel/rebill to be applied to entire Account or to one or more individual services	Std	
135	Provides ability to restate billed amount of services not canceled/rebilled on an adjusted bill	Std	
136	Includes original as well as adjusted dollar and consumption amounts on the new bill for comparison	Std	
137	Includes original as well as adjusted dollar and consumption amounts on the Customer inquiry screen	Std	
138	Adjusts the original as well as the new GL Accounts for the cancel/rebill, taking into account any GL Account changes that may have taken place since original billing	Std	

139	Accommodates cancel/rebill when a Customer ownership change needs to be back dated; properly credit and rebill the previous Customer and create the proper bill for the new Customer based on the user entered Account change date	Std	
140	Back dated cancel/rebill transactions shall be recorded against the current Accounting period (month) or against the prior Accounting period (month)	Std	
141	Provides ability to or not to issue credit refunds, if cancel/rebill results in an amount of less than a user specified amount	Std	
142	Provides ability to stop cancel/rebill statement from generating off-cycle and bill on-cycle	Std	
143	Provides ability to easily QC fixed bills and workflow process for reviewing adjustments and cancel-rebills	Std	
144	Provides ability for supervisor to approve or deny cancel-rebill (with proper permissions)	Std	
145	Provides ability for cancel/rebill to be summary bill or discrete bills, as directed by customer. Maintains original copies	Std	
146	Provides ability to produce a cancel up to 10 years worth of billings and rebill	Std	
	Adjustments		
147	Accommodates miscellaneous dollar adjustments to an Account	Std	
	<i>Provides for multiple adjustment types:</i>		
148	> Courtesy	Std	
149	> Re-Read	Std	
150	> Billing	Std	
151	> Payment	Std	
152	> NSF	Std	
153	> HBC (History based adjustment)	Std	
154	> User Defined	Std	
155	Provides ability for adjustments to services to recalculate based on tiers for all services	Std	
156	Provides ability to restrict users from making adjustments on defined accounts (conflict of interest)	Std	
157	Allows manual or automatic adjustment for any line item on the bill- user can specify adjustment for line item, or bill total	Std	
158	System shall create automatic re-bill following adjustment	Std	
159	Provides ability to process multiple similar adjustments at once	Std	
160	Provides ability for adjustments to be applied against each invoice line item	Std	
161	Provides ability for adjustments to be applied by changing a line item quantity	Std	
162	Allows line item adjustments to automatically adjust the related taxes charged against the line item	Std	
163	Provides ability to automatically adjust historical consumption over a prescribed time period	Std	
164	Provides ability to calculate HBC adjustment (history base adjustment) based on Customer defined rules/formula	Std	

165	Provides ability to override the HBC adjustment	Std	
166	Provides ability to track and limit water adjustments to (x) times a year based on type of adjustment, provided user has proper permissions	Std	
167	Provides ability to define dollar amount threshold where adjustments over the limit shall be approved by system user with appropriate rights before it can be posted to Account	Std	
168	Allows for approving authority to approve adjustments through workflows defined by the city	Std	
169	Accommodates usage adjustments to an Account and automatically calculate the dollar amount based on all billing components including rates, surcharges and taxes	Std	
170	Provides for creation of adjustments utilizing GL codes defined in system	Std	
171	Provides ability to reverse or void adjustments, which adjusts system records and corrects GL Account entries	Std	
172	Provides ability to remove mis-applied and corrected adjustments from Customer's bill	Std	
173	Provides ability to print off cycle bill	Std	
174	Provides ability to bill adjustments by producing a one time bill or billed during next scheduled Account billing	Std	
175	Provides ability to track adjustments by type (high bill, misread, leaks, vacancy credits, etc.) and then the nature of the leak (toilet, sinks, irrigation, curb stop, main line, etc.) and dollar amount of the adjustment by service type (e.g. Water, Sewer, Irrigation)	Std	
176	Provides ability to view all Accounts with a credit balance resulting from an adjustment	Std	
177	Provides ability to schedule adjustments for future dates	Std	
	Group Billing		
178	Allows combining Accounts into a single summary or group bill	Std	
179	Applies cash receipts to each Account in the group bill	Std	
180	Allows preference to be assigned to each Account in group for cash receipts application if partial payment is received	Std	
181	Group bills shall include detail by Account in addition to the summary bill	Std	
182	Group bills shall have one remittance	Std	
183	Provides ability to have subAccounts bill with master Accounts on the master Accounts billing cycle - all individual Accounts shall not be billed until the master Account is billed and individual Accounts shall be included in their respective bill cycles and marked as unbilled or group bill for control purposes	Std	
184	Master Accounts can be billed in a special batch or out of cycle if desired	Std	
	Billing Calculations		
185	Provides ability to create bill calculation simulations	Std	
186	Allows a one-time credit, or schedule of credits/recurring credits on Customer's bill based on service	Std	
187	Allows a deduction (credit) for sewer meters based on registered cooling towers	Std	

188	Allows a deduction (credit) in stormwater fees based on registered stormwater control measures (SCMs)	Std	
Conservation Billing			
189	Records a baseline consumption per service and track cumulative over/under baseline usage for banking for a user defined period of time, the Customers bank balance shall be displayed on the bill	Std	
190	Provides ability to bill a surcharge for usage over the baseline quantity per billing period	Std	
191	Provides ability to bill a credit for usage below user defined threshold	Std	
192	Provides ability to bill a step credit for ranges of usage below a user defined threshold	Std	
Bill Messages			
<i>Prints the following bill message types:</i>			
193	> Per individual Account	Std	
194	> Per Billing Job	Std	
195	> Per Service	Std	
196	> Per Jurisdictional Area	Std	
197	> Per Billing Cycle	Std	
198	> Global Message on all bills	Std	
199	> Customer feedback messages including check boxes, signature line, input lines, etc.	Std	
200	>Provides ability to select Customers for bill messages based on other user-defined fields	Std	
<i>Generate messages for the following:</i>			
201	> Adjustment Explanations	Std	
202	> Rate and Rate structure changes	Std	
203	>Shutoff and delinquency notices	Std	
204	>AffordProvides ability Programs	Std	
205	> Payment plans	Std	
206	> User Defined	Std	
Bill Production			
Bill Formatting			
207	Bills are automatically generated in the system and emailed out to customers.	Std	
208	Provides ability to customize the bill print appearance	Std	
209	Supports 8 1/2 x 14 format	Std	
210	Supports an output file of billing data for outsourced print and mail vendor	Std	
211	Supports graphic images, shading, bolding and other format features for bill formatting, including preprinted stock or color/laser printing	Std	
212	Allows combining charges by type on the bill (e.g. all taxes roll up into a single tax line item)	Std	
<i>The bill presents the following discrete data on the bill:</i>			
213	> Bill Date	Std	

214	> Bill period for each service and/or device	Std	
215	> Previous and Current Meter readings by meter	Std	
216	> Rate Schedule per meter/service	Std	
217	> Rate Description	Std	
218	> Consumption being billed by service / meter	Std	
219	> Meter size(s) per service	Std	
220	> Register number	Std	
221	> Meter number(s) per service	Std	
222	> Account Name	Std	
223	> Account Address	Std	
224	> Account Number	Std	
225	> Premise Address	Std	
226	> Surcharges, fees, penalties and taxes with descriptions	Std	
227	> Past Due Balance	Std	
228	> Previous Balance	Std	
229	> Payments made	Std	
230	> Current Amount Due	Std	
231	> Bill Due Date	Std	
232	> Auto Bank Payment Schedule Date	Std	
233	> Discontinuance Date (e.g. after xx date)	Std	
234	> Next meter reading date/range (on or around)	Std	
235	> 13 month Consumption History Graph by service	Std	
236	> Customer Class	Std	
237	> Subtotal by service	Std	
238	> Bill Messages	Std	
239	> OCR Bar codes	Std	
240	> User defined Scan Line	Std	
241	> Handling code (e.g. Opening bill, closing bill, group bill, etc.)	Std	
242	> Detail charges, consumption and rate per rate tiers/steps/frequency if requested	Std	
243	> devices and equipment (details of backflow device, meter, cart, etc)	Std	
244	> User defined data	Std	
245	Allow different bill format overlays for different bill formats	Std	
246	Provides ability to have matching formats for online bill, paper bill and ebills	Std	
247	Allows different bill formats to be defined for different companies and areas	Std	
248	Allows different bill formats to be defined for different kinds of bills, regular bills, reminder notices, etc.	Std	
Bill Sorting			
<i>Allows bills to be sorted by the following criteria:</i>			
249	> Special Handling code	Std	
250	> Zip + 4, carrier and route	Std	
251	> Group Billing	Std	
252	> User defined sort options	Std	
253	> Number of bill pages	Std	

254	Allows Accounts to be marked so as to print all bills at the same mailing address to print together	Std	
	Address Verification		
255	Provides ability to interface with a third party address (Coding Accuracy Support System) CASS certification software package - list companies system interfaces with (for mailing addresses)	Std	
256	Address verification for Premises address can be interfaced with GIS for 3rd party verification	Std	
257	Updated verified addresses, zip codes, carrier and route are used to update actual Account and Premise addresses in system	Std	
258	Provides bar-coding of postal information	Std	
	Insertor/Stuffer Codes		
259	Supports a unique inserter/stuffer code for remit envelopes and suppression code for all zero and credit balance, EBPP (Electronic Bill Presentment and Payment) and EFT (Electronic Fund Transfer) Customers	Std	
260	Supports annual report bill insert	Std	
261	Supports the assignment of up to 3 additional stuffer codes for each billing batch/cycle	Std	
262	Inserter/stuffer codes can have user defined placement and font on billing template	Std	
	Bill Print		
263	Prints to a system or network connected printer	Std	
264	Creates a print file in PDF format for print and download to media	Std	
265	Displays the total number of bills to be printed	Std	
266	Displays the total number of bills printed	Std	
267	Displays the total number of bills remaining to be printed	Std	
268	Provides notification if bill print job fails	Std	
269	Allows restarting of bill print from anywhere in the bill print job	Std	
270	Allows a bill print job to be paused and restarted at any time	Std	
271	Provides ability to print multiple copies of a bill	Std	
272	Provides ability to re-print any previous bill created in the system	Std	
273	Supports electronic bill presentment	Std	
274	Provides ability to have an output file to print the same information as hard copy bill	Std	
275	Provides alert, notification, or task list for suppressed bills not yet released	Std	
276	Provides ability to suppress remittance coupon/envelopes to Customers signed up for electronic only bills and/or EFT	Std	
277	Supports the utilization of third-party web-enabled applications to upload bill files, review and approve sample bills to/from bill print vendor	Std	
278	Accommodates bill images produced from bill print vendor to be uploaded for viewing on-line	Std	
279	Provides ability to produce and deliver duplicate bills (e.g. email, on-line) available for printing	Std	
280	Provides ability to send paper copy of bill to EBPP Customers if requested	Std	

281	Provides ability to label all duplicate invoices with "Duplicate" at the top and bottom of the bill	Std	
282	Sends electronic notification to Customers on EFT/EBP when bills are ready for viewing	Std	
283	Provides ability to view 24 months of bill image history	Std	
284	Provides ability to view a combined history of billed amounts and payments	Std	

Invoice Templates

285	Supports multiple invoice print templates that can be chosen at invoice creation time	Std	
286	Provides for user defined invoice templates that can be defined for each department/fund that preloads the print layout, GL Account distributions, terms and the City contact information for all line items	Std	

Billing Controls and Statistics

Billing Control and Edit

Provides system and user defined bill error codes - billing error codes can be created by the user and include the following :

287	> High Bill threshold per service	Std	
288	> High Consumption Threshold per service	Std	
289	> Recent Meter Change	Std	
290	> Opening Bill	Std	
291	> Closing Bill	Std	
292	> Low Bill threshold per service	Std	
293	> Low Consumption Threshold per service	Std	
294	> Zero Consumption per service	Std	
295	> Estimated Read	Std	
296	> Compound Meter	Std	
297	> Seasonal Shut Off / Vacant	Std	
298	> User Defined	Std	
299	Allows errors to be defined as hard or soft - hard errors must be resolved to complete billing, soft errors shall not stop billing	Std	
300	Provides ability to view and track historical rates along with historical consumption and billing for customer	Std	
301	Provides ability to sort exceptions and assign by group (example large volume)	Std	
302	Provides ability to utilize portals and workflows to resolve billing exceptions	Std	
303	Provides ability to change Hi/Lo exception criteria based upon time of year	Std	
304	Calculates control totals for the billing job including cycle counts, route counts, closing bills, opening bills, special bills, etc.	Std	
305	Provides on-line review and correction of bills.	Std	
306	Allows billing errors to be printed and used for review and correction	Std	
307	Bill errors can be configured to automatically trigger service orders based on user defined criteria	Std	

308	Sends notification/alerts to designated staff if exception service order has not been closed within a specified time period for immediate action (resolve or override/clear exception)	Std	
309	Allows Accounts to be pulled from billing batches to allow the remaining Accounts to proceed	Std	
310	Tracks bills pulled from a billing cycle	Std	
311	Provides ability to incorporate weather-related data in exception processing with user-defined parameters (ex. "high" read threshold changes on hot/cold day)	Std	
312	Provides ability to flag and override exceptions that have been determined valid or already corrected	Std	
313	System automatically generates unbilled Account list based on pre-determined schedule (e.g. 24 hours after regular billing cycle)	Std	
314	Credit rating and account exceptions are automatically processed with user-defined parameters	Std	
315	Provides route information for Exceptions team after meter has been established	Std	
Invoice Terms			
316	Allows each invoice to have different terms available from a user defined list of invoice terms (e.g. 2% 10 Net 30, or net 10 or net 30)	Std	
317	Invoices shall support discounts that apply to the entire invoice amount	Std	
318	Discounts shall be booked to a separate GL Account	Std	
Invoice Line Items			
319	Provides quantities for each line item that extend to total line item amount	Std	
320	Supports at least 2 decimals for line item quantities	Std	
321	Allows each invoice to have unlimited line items invoiced from a list of charges or fees	Std	
322	Allows each line item to be assigned its own revenue and receivables Account	Std	
Distribution Codes			
323	Supports user defined distribution codes that can be assigned to each line item that provides the GL Accounts to be debited and credited for that line item - these distribution codes shall be broken down by department or fund	Std	
324	Supports department/fund distribution override that changes the line items department/fund but leaves the natural Account segment the same	Std	
Billing Reports			
325	Produces a detailed billing register detailing all charges by Account	Std	
326	Produce a summary billing register detailing charges by service, rate, company and area	Std	
327	Produces a summary billing register detailing charges by GL number	Std	
328	Produces a billing edit report	Std	
329	Provides ability to export reports and queries to Excel	Std	
330	Provides user definable billing reports	Std	
331	Reports can be printed to PDF files for storing and inquiry	Std	

Credit & Collections

Item	Requirement	Response	Vendor Comments
Customer Credit			
Credit Profile			
1	Captures basic customer credit information in order to provide an internal credit profile for the customer	Std	
2	Provides ability to maintain history of delinquent payments received and NSF that can be used by user-defined collection rules to flag as "cash only" or "no more extensions", provided the user has proper permissions	Std	
3	Provides internal customer credit profile fields that are user-defined and unlimited	Std	
4	Identifies customers who may be eligible for waived deposit based on internal credit history and profile	Std	
5	Provides ability to automatically verify customer identity using Equifax integration	Std	
Credit References			
6	Generates a letter of reference to a former customer in order to establish credit with a new utility company which includes specific information about the customer's history such as the number of late payments	Std	
7	Provides ability to summarize and print the customer's credit history for the past 12 months on the closing bill for use as a credit reference with another utility based upon specified criteria	Std	
Credit Scoring Process			
8	Provides a flexible credit scoring cap where the user can vary weights associated with various credit offenses - collection points for credit scoring purposes are applicable to all types of accounts	Std	
9	Provides ability to restrict credit offenses by account type (e.g. residential only, commercial only)	Std	
10	Allows internal credit profile to be maintained at the account level or customer level	Std	
11	Allows for internal credit profiles to exist for an account and the customer, affected by the changes at the account level	Std	
12	Internal credit history follows customer record, and bad credit can be "aged off" after user-defined period of time	Std	
13	Tracks a credit score taking into consideration the number of years connected and the past credit events, applying a weighted value to the customer's good/bad credit points	Std	

Credit & Collections

14	Provides ability to manually adjust or override a customer's credit score	Std	
15	Provides ability to determine credit worthiness while assessing deposits	Std	
Third Party/Guarantor/Co-signer/Owner			
16	Allows the user to define if 3rd parties should be copied on late notices	Std	
17	Automatically generates past-due notices to other responsible parties for the past-due finaled accounts	Std	
Cash Only Account			
18	Provides automatic identification of a "cash only" account based on a specific credit rating or a user defined criteria where cash and certified funds are allowed	Std	
19	Provides automatic identification of a "no credit card" account based on a specific credit rating or a user defined criteria where cash is allowed and credit cards are not (credit card fraud detected)	Std	
Account Balance			
Outstanding Account Balance			
20	Provides ability to isolate a balance owing on any given date in the account history; isolated balance shall prohibit delinquency or disconnect for a specified time period	Std	
21	Provides an on-line summary or report of all amounts owed by an entity having multiple service locations, both active, closed and pending	Std	
22	Provides ability to correct misposted payments	Std	
Transfer Account Balance			
23	Provides ability to cross-reference new service requests against inactive accounts with outstanding balances or accounts disconnected for non-payment with outstanding balances transferred to the new account	Std	
24	Provides ability to transfer delinquent balances between a customer's accounts	Std	
25	Allows for adjustments to accounts which have balances due because the service was terminated after the requested date	Std	
26	Allows for transfer of charges from a customer whose account was terminated after the requested date to the customer (including apartment complexes) who actually used the service	Std	
Freezing an Account			
27	Allows for accounts transactions to be "frozen" so that no new transactions can be applied during any dispute review process	Std	

Credit & Collections

28	Provides ability to have freeze hold applied to account based upon security roles (e.g. supervisor)	Std	
29	Provides ability to create dispute period (e.g. 1 month; from/to dates)	Std	
30	Provides ability to not apply payments in payment application for disputed transactions.	Std	

Collections

Notification and Cutoff for Non-Payment

31	Allows for the setup of aging periods of current, 30, 60, 90 and 120 days	Std	
32	Provides for the automated process for creating past due notices	Std	
33	Provides unique past due notices for each aging category considering the past due terms defined for the invoice	Std	
34	Provides for the identification of usage on a vacant account	Std	
35	Provides ability to send notification to the address and or property owner of record to prompt application for service	Std	
36	Provides ability to notify the meter reader and flag the responsible party of the account when unauthorized usage of service is detected	Std	
37	Provides ability to set threshold for reconnection and transmit that amount to the field for field tech use	Std	
38	Provides ability to set different collection paths for different customer types, account type and service	Std	
39	Provides ability to exempt an account from collections/cutoff	Std	
40	Provides ability to exempt service types from collections/cutoff	Std	
41	Supports an automated notice and collection activity for all customers based upon specific processing date schedules by customer class	Std	
42	Provides ability to define an automated notice and collection process by service, product, dollar amount and program	Std	
43	Provides ability to define an automated notice and disconnect for non payment on the entire account balance, regardless of the service	Std	
44	Provides ability to create a disconnect for non payment order for unpaid deposits on any service	Std	
45	Provides ability to establish separate business rules for priority and key accounts, landlords, and special handling customers	Std	
46	An account can be considered delinquent and not be processed for shut off based on an overdue balance threshold	Std	
47	Provides ability to generate past-due notices with a varying degree of severity based upon customer credit history and amount due - system allows notices to be tailored to customers with better or worse credit history	Std	

Credit & Collections

48	Identifies a sequence of delinquent and non-pay disconnect notices - system supports any number of notices with variable contents and format	Std	
49	Provides ability to automatically send outbound calls for past-due notification to all account relationships identified for past-due notification	Std	
50	Provides ability to automatically remove cash only status after 12 consecutive good payments	Std	
51	Identifies accounts on disconnection list that have a disconnect exemption and allow the user to override the exemption	Std	
52	Provides ability for user to remove accounts from the notice and/or disconnect list	Std	
53	Identifies and produces report of non-pay disconnect customers for subsequent follow-up	Std	
54	System shall primarily base the preparation of delinquency notice on a total unpaid dollar amount or an aging threshold determined by the credit and collection staff	Std	
55	Provides ability to deploy customer notification (mailed notice, email, text) based on customers communication preference noted on account	Std	
56	Suppress or issue disconnect notices either individually, in groups, or by area	Std	
57	Provides for the printing of disconnect orders by route or meter sequence or address	Std	
58	Allows for printing of a variable expiration date for an account at the time the disconnect notice is created - for example specify a 10 day allowance for payment instead of 15 days (extensions included)	Std	
59	Allows information to be printed on the disconnect notice to be user defined	Std	
60	Provides on-line identification or reporting of accounts that have been turned off for non-pay	Std	
61	System shall not re-establish a new collection process for NSF checks/ late charge adjustments (disconnect date) - accounts are placed back into existing collection process	Std	
62	If payment on a turn-off notice is received by check and check becomes NSF then a turn-off notice shall be automatically created to lock off the service as part of the NSF process	Std	
63	Automatically issues follow up disconnect service orders for remaining active services, if account is still delinquent after defined number of days	Std	
64	Provides ability to automatically adjust account balance for NSF	Std	
65	Provide a live disconnect queue - this queue would be automatically updated based on account activity. (e.g. payments)	Std	

Credit & Collections

66	Notifies customer when eligible for disconnection and when manual disconnection order created	Std	
Collection Agency			
68	Provides ability to assign a final account to a collection agency based upon user defined parameters (e.g. balance greater than x; final bill over due x days)	Std	
69	Provides ability to review accounts prior to release to agency	Std	
70	Provides ability to notify and recall account from collection if account is paid in full	Std	
71	Provides ability to easily configure adding a new collection agency	Std	
72	Provides ability to manage accounts assigned to multiple collection agencies	Std	
73	Provides ability to notify collection agency assigned to the account of any updated account balances due to payments and /or adjustments	Std	
74	Provides ability to identify and track all account payments and adjustments assigned to a specific collection agency	Std	
Bad Debt			
75	Provide a method for automatically archiving and purging bad debt history information (time to be user defined)	Std	
73	Supports a process to automatically select invoices > x (variable) days aged to be classified as bad debt and remove open amount from AR account and placed in bad debt account	Std	
74	Allows for payments against charge-off amounts	Std	
Notes			
75	Provides ability to add notes to specific credit events	Std	
Penalty			
Late Payment Penalty			
76	Applies a late payment penalty based on a user defined criteria (e.g. flat dollar amount or a percentage of the balance due) - The user can also define by other parameters such as customer segmentation, rates, specific charges, service type, or jurisdiction	Std	
77	Provides ability to flag an account exempt from late fees either based on user defined rules or automatically	Std	
78	Provides ability to flag services (ex. Sanitation) exempt from late fees either based on user defined rules or automatically	Std	
79	Provides ability to change the late fee percentage	Std	
80	Provides ability to charge late fees once a month regardless of bills produced	Std	

Credit & Collections

81	Allows cancel rebill process to not assess late fees more than once a month	Std	
82	Allows misc. adjustments to not assess late fees more than once a month	Std	
83	Automatically indicate the payment amount on the delinquency notice and reduce the balance due upon receipt of partial late payment	Std	
84	Provides ability to charge late fee based the total amount overdue on the bill	Std	
85	Allows for a late payment penalty based on a percentage or minimum, determined by the balance of the overdue amount	Std	
86	Provides for minimum \$x.00 overdue amount for delinquent fee	Std	
87	Provides ability to apply late payment penalty once per bill, per service or on the total overdue amount	Std	
Returned Checks (a credit perspective)			
88	Automatically place customers with returned checks into the delinquency process where they would have been if no payment were received, where the charge is past due	Std	
89	Automatically calls, mails or delivers to the customer, notice of the returned check	Std	
90	Automatically applies a returned check fee upon entry of the reversal of the payment	Std	
91	Provides ability to override the fee without an adjustment to the account	Std	
92	Automatically creates a lock-off order if an NSF check is not cleared in "x" days from the NSF letter date (user defined)	Std	
93	Automatically removes "Cash Only" status after 12 consecutive payments	Std	
94	Automatically flags account as "Cash Only" if X (user defined) number of NSF events occur in a 12 month period	Std	
95	Provides an on-line view or report of checks that have been returned based upon user defined criteria such as date, amount, customer class	Std	
96	Places the account in the collection process when NSF checks are not satisfied within x number of days (user defined)	Std	
97	Provides ability to store payment return/cancel reason	Std	
Payment Arrangements / Payment Plans			
98	Provides ability to create two types of payment agreements: Payment Extension (extension for total amount due for "X" number of days) and Payment Plan (payment agreement overdue divided for the term of the agreement (e.g. 6 months or 12 months) plus current billing	Std	

Credit & Collections

99	Tracks the number of payment plans granted to an account in a running twelve month period - payment plans are made for customer accounts with user defined criteria	Std	
100	Provides ability to continue to show past due balance in addition to the current billed amount due on accounts under a payment plans	Std	
101	Tracks the number of payment plans not met and fulfilled - for each plan that is made, provides the ability to track default	Std	
	Provides ability to limit number of cancelled and reinstated payment plans per account	Std	
102	Establishes and maintains customer payment plans based upon installments - total balance owing can be divided into multiple user-defined installments	Std	
103	Establishes payment plans on the final bill of an inactive account to provide customers the ability to pay total balance with an payment plan after moving from the Utility service area	Std	
104	Generates the initial payment schedules and amounts	Std	
105	Allows the user to adjust the payment plan amount for each payment	Std	
106	Allows the user to adjust the payment plan due date for each payment	Std	
107	Provides for payment plans that are not tied back to a specific debit in the account and can be made for any amount	Std	
108	Provides for payment plan dates that are user defined	Std	
109	Provides ability to automatically generate installment payment letters, and the ability to send "reminder" notices to customers with payment installments	Std	
110	Provides ability to make deferred payment plans for customers, who can pay current bill and avoid collection on past due amounts until a future date; payment plans are made to pay over (user defined) months in the future	Std	
111	Provides an on-line view of payment plans made with a customer for an account	Std	
112	Provides ability to make deferred payment plans for customers - customer can pay current bill and avoid collection on past due amounts until a future date; arrangements are made to pay over user defined months in the future	Std	
113	Provides ability to create payment plans based on time length by selecting amounts to include and have system calculate amount of each payment	Std	
114	Provides ability to create payment plans based on desired payment amount and have system calculate length of arrangement	Std	
115	Generates on-line the initial payment schedules and amounts	Std	
116	Allows payment plans to be limited to customer accounts with user defined criteria	Std	

Credit & Collections

117	Provides ability to display amount of payment plans on the bill as a separate line item and be part of the total owed	Std	
118	Allows a customer to obtain a payment plans by telephone (IVR)	Std	
119	Payment plans process interfaces with the Internet to allow a customer to obtain a payment plans via the web	Std	
120	Notifies staff when promise to pay date has expired and/or payment was not received	Std	
121	Automatically updates account status upon execution/approval of payment plans	Std	
122	Issues, routes and tracks payment plans requests and agreements for review and approval	Std	
123	Provides ability to limit number of payment plans or payment extensions granted to customer based on business rules (e.g. number per year, credit history, total amount, etc)	Std	

Assistance Programs

124	Displays banner message with assistance program eligibility and terms when viewing account	Std	
125	Allows user to view any payments applied via utility assistance programs on account screen	Std	
126	Provides ability to support payment plans	Std	
127	Applies business rules to manage assistance program logic. Ex. Water assistance applies to water and wastewater service	Std	
128	Allows assistance program discounts to be applied easily to specific customer groups without the use of scripts (e.g. tax relief)	Std	

Bankruptcy

129	Allows account to be automatically closed upon notification that a customer has filed for bankruptcy	Std	
130	Allows amount owed at the time of bankruptcy filing to be sequestered from future charges automatically	Std	
131	Allows account to remain open upon notification that a customer has filed for bankruptcy. System separates pre-filing debt from newly incurred debt	Std	
132	Indicates on the new account that the customer has filed for bankruptcy on an old account	Std	
133	Provides ability to stop the delinquency process for a bankruptcy customer for the amount due at the time of filing to prevent the service from receiving notices, being disconnected for non-payment or going to a collection agency for the closed account	Std	

Credit & Collections

134	Provides ability for pre-bankruptcy debt to become active following dismissal of bankruptcy	Std	
135	Provides ability to automatically revert debt to original AR following dismissal of bankruptcy	Std	
136	Provides ability to exclude debt under bankruptcy from open AR totals	Std	
137	Provides ability to generate a deposit letter for post bankrupt account(s) requesting for an additional deposit	Std	
138	Provides ability to easily convert delinquent balance to current past due balance where case is dismissed	Std	
139	Identifies and maintains bankruptcy information on the customer account; upon notification that a customer has filed for bankruptcy, the account is closed on a user defined date after filing	Std	
140	Provides for the on-line review of the amount owed by customers who have filed for bankruptcy	Std	
141	Tracks the type of filing and payments received	Std	
142	Provides for tracking of dismissals and discharges	Std	
143	Indicate on the new account that the customer has filed for bankruptcy on an old account	Std	
144	Provides ability to manage bankruptcy through a workflow	Std	
145	Applies payments received from the bankruptcy courts in a user prescribed allocation	Std	
Deceased/Executor			
146	Identifies a customer as deceased and assign an executor to the account	Std	
147	Provides ability to automatically remove authorized user or POA when account is flagged as deceased	Std	
Small Claims			
148	Generate a batch table or report of accounts eligible for small claims processing based on small claim criteria	Std	
149	Flag account and track notice and claim filing dates	Std	
Unauthorized Use			
150	Provides ability to establish and update misuse criteria	Std	
151	Provides ability to set "tamper" alert at location	Std	
152	Generate an unauthorized consumption batch report based on account history, billing and other misuse criteria	Std	
153	Provides ability to flag, track and monitor account for unauthorized use	Std	

Credit & Collections

154	Provides ability to flag, track and monitor damage to assets	Std	
155	Provides ability to generate service orders for an entire batch of accounts or partial group of accounts flagged for unauthorized use or consumption, including by meter reading route	Std	
156	Provides ability to support user defined collection rules	Std	
157	Provides ability to calculate and apply applicable fees based on information on completed service order or claim form (example: lock fees, etc.)	Std	
158	Provides ability to electronically issue, route and track damage claim forms	Std	

Financial			
Item	Requirement	Response	Vendor Comments
General Financial			
1	The system acts as a receivables subsidiary ledger keeping all debit and credit transactions in balance.	Std	
2	Every transaction is double recorded (debit and credit)	Std	
3	Secures real-time interface between payment processors and CIS. Interface to automatic update accounts as they pay via IVR, internet, lock box, EFT, web, credit/debit card etc.	Std	
4	Provides ability to scan and attach to journal entries	Std	
General Ledger			
5	Maintains a table of GL numbers that can be used by the system	Std	
6	Allows at least 30 alpha/numeric characters for the GL number	Std	
7	Allows a user defined account mask to be applied against the GL number	Std	
8	Automatically exports summary GL to ERP system (daily and monthly)	Std	
9	Provides reports to reconcile CIS to GL easily (daily/monthly/yearly)	Std	
Multi-Company/Jurisdiction/ Location Overrides			
10	Provides for customer type and multi-company/jurisdiction general ledger processing - each financial transaction can be assigned to a specific customer type and company/jurisdiction	Std	
11	Allows each financial transaction to be assigned to more than one specific company/fund	Std	
12	Provides for financial reporting separation by premise location or area within a company/jurisdiction - each financial transaction is assigned a location or area override	Std	
Accounts Receivable			
13	Tracks all line items that have not been paid	Std	
14	Maintains the detail components of each accounts receivable balance (e.g. water service balance, water consumption balance, sewer balance, surcharge balance, tax balance, fee balance and penalty balance)	Std	
15	Provides ability to generate/transfer Journal entries for daily/monthly revenue, cash, and deposit updates	Std	
16	Provides reports with breakdown of AR type distribution	Std	
17	Allows receivable balances to be segregated by jurisdiction, service, and customer type	Std	

Financial

Item	Requirement	Response	Vendor
Cash Receipts			
18	Supports transaction codes that maintain the account distributions for defined transaction types. e.g. the code could automatically distribute cash debit and revenue credit to appropriate GL account	Std	
19	The system supports cash drawer reconciliation procedures. (batch controls, drawer balancing, etc.)	Std	
20	Provides a clearinghouse account for incoming payments that are wire transfers or direct deposits	Std	
21	Maintains information about the payment (e.g., payment type cash, check, EFT, etc., when received, payment batch, etc.)	Std	
22	Allows multiple cash accounts (GL accounts) to be maintained for different cash receipt sources. (e.g., cashiering, remittance processing, lock box, EFT, credit card)	Std	
23	Allows financial transactions to move credit balances to escrow account on closed accounts with uncollected refunds	Std	
24	Allows for payment batches to be created by payment type and all defaults (payment type, tender method, etc.) are defaulted based on payment batch type.	Std	
25	Provides ability to support check scanners	Std	
26	Provides Cash Receipt Report summarized by receipt type	Std	
Payment Processing			
27	Receives and posts payments from an unlimited amount of payment channels/vendors including but not limited to the following:	Std	
28	>Payment processors	Std	
29	>Bank (virtual lockbox, EDI, various bank files, online bill payment from banks, third parties)	Std	
30	>Low Income Programs	Std	
31	>Collection Agencies	Std	
32	All payments (for utility bills and invoices) shall be taken through one payment screen	Std	
33	Displays all open invoices for a particular customer during cash receipts posting	Std	
34	Collects information on form of payment (cash, check, credit card, etc.)	Std	
35	Accepts payment from non-utility customers	Std	
36	Provides ability to re-allocate mis-applied payments to correct entity	Std	
37	Provides ability to receive pledges for assistance and process assistance payments to customer accounts in bulk	Std	

Financial

Item	Requirement	Response	Vendor
38	Accepts payment for miscellaneous items that are not associated with an account (e.g. maps, copies, etc.)	Std	
39	Allows the same payment to be applied to multiple open items	Std	
40	Processes master account payments; single check covering multiple accounts and allocate payment to each account properly	Std	
41	Payments are reflected in customer account balance immediately after the transaction is entered into the system	Std	
42	Provides ability for system to track the number of payments by type, department, and dollar amounts	Std	
43	Provides alerts for cashiering applications - vendor or third party	Std	
44	Provides ability to charge back credit fees to the customer	Std	
45	Provides ability to attach correspondence/documents submitted with payment to account as appropriate	Std	
46	Provides ability to generate/send payment receipt directly from system as needed/requested (email, text message, etc)	Std	
47	Provides ability for endorsing checks and validating a customer's utility bill or printing a receipt on paper	Std	
48	Provides ability to print unlimited, user defined information on receipt, including but not limited to transaction time, date, operator code, amount paid, amount posted, change and customer balance, as well as free text message or email	Std	
49	Provides sequential receipt numbers within a department, so users can tell at a glance if any are missing	Std	
50	Provides ability to create a daily receipt report that lists each unique receipt number once, providing the detail as a sub	Std	
51	Provides ability to print cash receipts reports by cashier and payment type	Std	
52	Supports cash drawer reconciliation procedures for unlimited number of cash drawers (batch controls, drawer balancing, etc.)	Std	
53	Provides ability to receive customer account data on wire transfer, and automatically post to CIS account when funds are received	Std	
54	Provides ability to take multiple payments of the same amount on the same account on the same day	Std	
55	Processes payments from remote payment locations (e.g. drugstores and kiosk)	Std	
56	Records the date and batch ID of the payment	Std	
Autopay			
57	Allows autopay to be set up using ACH or credit card - Without the need to store the credit card	Std	
58	Allows the ability for customers to manage their autopay via web portal	Std	
59	Allows utility to manage customer's autopay enrollment directly in CIS	Std	

Financial			
Item	Requirement	Response	Vendor
60	Allows customer to manage payment date(bill date, due date or other)	Std	
61	Requires autopay on budget billing account	Std	
62	Provides ability for customer identify cap amount. No cap is available as an option	Std	
63	Allows separate bank draft cap for residential and commercial	Std	
64	Autopay receipts shall be displayed on the bill remittance and be identified as Autopay	Std	
ACH			
65	Provides a process to manage the setup, documentation, prenote, processing and termination of the ACH	Std	
66	Tracks bank ID information in a table for validation	Std	
67	Encrypts bank account information	Std	
68	Processes denied funds transfers and bill required late and NSF fees	Std	
69	Provides ability to automatically send electronic confirmation / receipt to customer when payment has been made	Std	
70	Provides ability to automatically cancel a pending ACH draft if a sufficient payment from another source is processed before the draft initiated	Std	
71	Adjusts ACH draft if partial payment made on account	Std	
72	Adjusts ACH draft amount for cancel/rebill	Std	
73	Allows application of fees for returned ACH payments	Std	
74	Allows automatic adjustment of drafts to account for balance forwards or credit applied	Std	
Credit Card			
75	Supports an automated credit card interface and shall receive payments and print receipts	Std	
76	Provides ability to support credit card payments through the use of tokens	Std	
77	All credit card billing shall be PCI compliant	Std	
78	Offers digital credit card billing	Std	
79	Allows to charge credit card processing fees based on payment location (in person vs. online)	Std	
IVR			
80	Accepts payment over the phone for credit cards	Std	
81	Accepts payment over the phone for direct bank debits	Std	
Web			
82	Accepts payment over the web for credit cards	Std	

Financial

Item	Requirement	Response	Vendor
83	Accepts payment over the web for direct bank debits	Std	
84	Provides ability to support Apple Pay, Google Pay, etc.	Std	
Payment Allocation			
85	Allows Credits to be applied to individual service, not entire bill	Std	
86	Provides ability to post payment to account by aging of receivables of all services	Std	
87	Provides a global user defined hierarchy for payment allocation (e.g. deposits, sewer, water)	Std	
88	Provides an account specific override hierarchy for payment application	Std	
89	Allows short payments to be automatically allocated against all line items on the invoice in proportion	Std	
90	Allows the user to define which line items get applied to a short payment on an invoice by invoice basis	Std	
91	Allows utility to define where to place overpayment amounts	Std	
92	Allows user to view unapplied payments	Std	
93	Provides both an automatic and manual/batch process for redistribution of credit balances	Std	
94	Allows for posting payments to several accounts from the total amount shown on one check using business rules, with capability to manually override	Std	
95	Allows payment distribution rules to be configured to prevent automatic distribution of payments to open items having bankruptcy status	Std	
96	Provides a method to reapply a payment already applied to an account	Std	
Reconciliation			
97	Provides ability to generate an exception report or table to support review and reconciliation of payment exceptions	Std	
98	Provides ability to produce credit card receipt reports that match deposits by payment type	Std	
99	Payment processor must deposit directly to City's bank account at gross amount.	Std	
100	Provides a simple, efficient way to review and reconcile exceptions, online and in paper	Std	
101	Provides ability to automatically reconcile payments from master/group billing	Std	
102	Provides ability to generate detailed payment audit trail	Std	
103	Provides ability to investigate and resolve unposted account (e.g. payments with invalid account numbers) within CIS	Std	
Payment Reversals			
104	Allows payments to be reserved for a specific service	Std	
105	Provides ability to record details and payment cancel reason	Std	

Financial			
Item	Requirement	Response	Vendor
106	Provides ability to transfer funds across accounts	Std	
107	Original transaction details shall transfer with funds across accounts	Std	
108	Provides ability to attach banking documents for auditors when transferring balances	Std	
Deposits			
109	Provides ability to credit or refund deposits with calculated interest	Std	
110	Provides ability to assign deposits based on internal system credit rating	Std	
111	Provides ability to assign deposits based on an interface with an external credit rating system	Std	
112	Provides ability to assign deposits based on service, rate and/or device types	Std	
113	Provides ability to set and maintain deposit interest rates with schedule start/stop dates	Std	
114	Provides ability to calculate and credit interest accrued on deposits held when account is closed	Std	
115	Provides ability to calculate and credit interest accrued on deposits held annually on specified month	Std	
116	Provides ability to waive deposits for a builder service type (deposit shall apply to end customer when established)	Std	
117	Tracks deposits by service type that are recorded in separate GL accounts (separate company/fund)	Std	
118	Maintains default deposit amounts based on service type (Water, Sewer, etc.), Account Class (Residential, Commercial, etc.) and Meter Size	Std	
119	Provides ability to automatically calculate and apply a deposit, if autopay canceled in less than 23 month history	Std	
120	Allows deposits to be broken into payments over a series of months without the use of a payment arrangement	Std	
121	Allows monthly increments to appear in the monthly bill	Std	
122	Specifies the remittance method. (e.g. cash only, separate bill, next utility bill, etc.)	Std	
123	Allows deposit to be applied after initial account creation	Std	
124	Allows system calculated deposits to be overridden	Std	
125	Automatically places hold on-orders pending payment of deposit	Std	
126	Provides ability to spread deposit amount across all services in the account	Std	
127	Applies a deposit against an account balance or against a single service	Std	
128	Automatically applies the deposit to the account balance when closing an account based upon user criteria	Std	
129	Automatically keeps a deposit with a customer when the customer moves out and in to a different premise in utilities service area	Std	

Financial			
Item	Requirement	Response	Vendor
130	Allows deposits to be refunded at the utilities discretion or some defined event (e.g. good payment history for 24 months)	Std	
131	Provides ability to take a deposit over the phone; following all PCI compliant regulations	Std	
132	Provides ability to hold a deposit when required and not refund based on refund criteria (bankruptcies, portables, etc.)	Std	
133	Provides ability to identify deposits that do not meet the utilities refund criteria	Std	
Account Adjustments			
134	Accommodates miscellaneous dollar adjustments to an account	Std	
135	Allows adjustments over a user defined dollar amount to be approved by user with appropriate rights before it can be posted to account; at least three levels of approval are available	Std	
136	Accommodate usage adjustments to an account and automatically calculate the dollar amount based on all billing components including rates, surcharges and	Std	
137	Usage adjustments can be kept in usage history	Std	
138	Provides ability to create adjustments utilizing GL codes defined in system	Std	
139	Provides ability to generate journal entry report to reflect all charges, GL, by account number, type of adjustments including manual journal entries	Std	
140	Provides ability to reverse or void adjustments and system records correct GL account entries	Std	
141	Allows adjustments to be billed on a one time bill or billed during next scheduled account billing	Std	
142	Provides ability to recalculate interest when an adjustment is made (e.g. contracts)	Std	
	<i>Predefined adjustment types including:</i>		
143	> Billing	Std	
144	> Payment	Std	
145	> NSF	Std	
146	> NSF Chargeback	Std	
147	> User Defined	Std	
Returned Payments			
148	Provides ability to process NSF automatically or manually that will debit the account and bill the required late charges and NSF fees	Std	
149	Provides ability to waive NSF penalty or fees	Std	
150	Allows user to select the payment from which the NSF originated and the reversal shall mimic the way the payment was originally applied	Std	
151	Allows NSF fee to be automatically applied upon establishing the NSF charge back	Std	

Financial			
Item	Requirement	Response	Vendor
152	Allows an automatic NSF fee application to be overridden without creating a reverse entry before posting to the account	Std	
153	Creates a user defined credit score event for NSF transactions	Std	
154	Provides on-line review or report of NSF account activities	Std	
155	Allows NSF charge to be apportioned out to the appropriate funds based on user defined rules	Std	
156	Provides ability for NSF transaction to automatically generate a letter to the customer	Std	
Payment/Commission Commitments from Third Parties			
157	Provides ability to generate and track payment commitment agreements and associated payments from Third Party organizations (Red Cross, Salvation Army, etc.)	Std	
158	Provides ability to include balance and payment commitment information on customer bill	Std	
159	Automatically updates account status upon execution/approval of payment commitment	Std	
160	Automatically generates electronic notification/alert when agreement is close to expiration, or when commitment payment is not received	Std	
161	Provides ability to protect customers with commitments for payments from defined delinquency actions for x number of days beginning on the date of the commitment	Std	
162	Provides ability to automatically cancel commitment after x days and resume collection process	Std	
163	Provides ability to notify customer by letter, email or text x days prior to end of commitment period, if payment is not received	Std	
164	Provides ability to manually cancel any commitments and resume collection process	Std	
History			
165	Maintains a three-year history of bills and accounts	Std	
166	Maintains all receipts history per account until purged	Std	
Reporting			
167	Supports invoice reports by jurisdiction/department/fund code and GL account	Std	
168	Supports payment/credit reports by jurisdiction/department/fund code and GL account	Std	
169	Creates aging reports by jurisdiction/department/fund and customer	Std	
170	Tracks the number of accounts billed by service type, classification and revenue period	Std	

Financial

Item	Requirement	Response	Vendor
171	Tracks interest paid on deposits by cycle and revenue period	Std	
172	Provides ability to run a report and generate a file for interest paid on deposits over \$10 per IRS	Std	
173	Creates Daily Cash Receipts reports by payment source (e.g., Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Std	
174	Creates A/R balance reports by balance amount	Std	
175	Creates refund reports by time and date range	Std	
176	Creates error reports for misapplied cash payments (closed or inactive accounts, bad account number, etc.) by source. (e.g., Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Std	

Revenue

Billing Revenue

177	Allows each discrete billing component (base charge, consumption charge, surcharge, tax, fee, etc.) to have its own revenue code or GL number	Std	
178	Allows each discrete billing component to also have a unique revenue code or GL number based on service type (e.g. Water, Sewer, etc.)	Std	
179	Allows each discrete billing component to also have a unique revenue code or GL number based on account class (Residential, Commercial, etc.)	Std	
180	Supports account overrides - account overrides allows the GL account coding to be modified without having to create a new rate; one rate can have multiple account distributions based on account overrides	Std	

Un-Billed Revenue

181	Calculates unbilled revenue for the period between account services last bill date and end of reporting period - fixed or flat rate charges shall be prorated based on system proration types and consumption based charges will be estimated based on system estimation types	Std	
182	Allows unbilled revenue to be calculated differently for different services	Std	
183	Calculates unbilled revenue calculations based on user-defined criteria, such as loss factors, water production factors	Std	
184	Allows unbilled revenue calculations to be exported to the Financial system	Std	
185	Allows unbilled revenue report to be run at any date in the reporting period	Std	

Bill-in-Advance

186	Calculates the unearned revenue adjustment for revenue billed beyond the period end date for bill-in-advance services	Std	
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Refunds Payable

187	Provides ability to issue complex credit balance refunds across multiple accounts, can be applied by service type or account type	Std	
188	Provides ability to process refunds for credits to inactive accounts	Std	

Financial

Item	Requirement	Response	Vendor
189	Refunds shall automatically include interest generated	Std	
190	Allows requests for cash refunds to be automatically processed- default is refund to account	Std	
191	Automatically screens credit amounts and premise history to ensure only inactive accounts are refunded	Std	
192	Provides ability to reverse credit refund check	Std	
193	Accumulates and displays on-line or report all credit balances with account status, as of a user defined date	Std	
194	Allows credit balance refunds to be processed in batch	Std	
195	Allows user to assign a GL account to the refund payable as an override the system shall choose the GL	Std	
196	Allows user to select the accounts to move forward in the refund process	Std	
197	Allows user to adjust the credit balance amount and shall create the appropriate adjustments to the account and GL	Std	
198	Allows for the transfer of credit balances to other accounts from the same customer	Std	
199	Allows for the transfer of credit balances to other accounts to a different customer account	Std	
200	Allows users to transfer a portion of the credit balance and refund the remaining balance	Std	
201	Updates appropriate GL accounts when credit balance refunds are posted	Std	
202	Prints a journal for all credit balance refunds processed	Std	
203	Accommodates the calculation and issuance of tax refunds	Std	
204	Provides a user defined threshold for selecting credit balances for refunds processing. (e.g. all credit balances over \$ x.xx)	Std	
205	Provides ability to refund credit balances on closed accounts automatically. Sending each refund to a work queue for approval.	Std	
206	Provides ability to refund credit balances on active accounts as needed	Std	

Contacts

Item	Requirement	Response	Vendor Comments
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Contact Types

All contact types listed below shall be created, received, stored, tracked and managed by system and linked to a Customer or Account:

1	>Inbound Telephone Calls through Current Technology IP Phone System	Std	
2	>Inbound Text Message through Current Technology IP Phone System	Std	
3	>Inbound Telephone Calls through IVR	Std	
4	>Inbound Contact via email	Std	
5	>Inbound Contact via Kiosk	Std	
6	>Inbound Contact via Walk-In	Std	
7	>Inbound Contact via Chat	Std	
8	>Inbound Contact via WEB Portal	Std	
9	>Outbound WEB portal Notification/Alert auto-generated by system	Std	
10	>Outbound Call auto-generated by system	Std	
11	>Outbound Letters auto-generated by system	Std	
12	>Outbound Letters manually generated by user	Std	
13	>Outbound Text auto-generated by system	Std	
14	>Outbound Text manually generated by user	Std	
15	>Outbound email auto-generated by system	Std	
16	>Outbound email manually generated by user	Std	

Contact Setup

Shall provide full featured contact system that captures and tracks all contacts from a Customer or Account including the following fields:

17	> User Defined Contact types / reasons	Std	
18	> Contact Status	Std	
19	> Contact Create Date	Std	
20	> Contact Create Time	Std	
21	> Contact Create User	Std	
22	> Contact Description (including unlimited text) (State field size)	Std	
23	> Contact Closed Date	Std	
24	> Contact Closed Time	Std	
25	> Contact Closed User	Std	
26	> User Defined Fields (list how many in comments)	Std	
27	> Provides ability to report on contact types	Std	
28	Supports multiple call types on one call	Std	

Contacts

Item	Requirement	Response	Vendor
29	Supports unlimited user defined contact types	Std	
30	Contacts can be configured to auto-create predefined service orders	Std	
31	Provides ability to load contacts from Excel spreadsheet and delimited file	Std	
32	Provides ability to create contacts from anywhere in the system	Std	
Contact Management:			
33	System automatically captures date and timestamp when the contact was made	Std	
34	Call interaction can't be closed until a note is entered	Std	
35	Provides customer service back office dashboard for analyzing contacts and performance	Std	
36	Provides contact tracking and prompts users for follow up, with timing based on contact type and status	Std	
37	Contacts are automatically created for open service orders	Std	
38	Allows user to view Service Order status from Contact screen	Std	
39	Provides ability to survey customers related to contacts to monitor customer satisfaction	Std	
40	Allows user to attach notes to premise	Std	
41	Allows user to view on-line all open contacts	Std	
42	Allows contacts to be configured to create and send outbound predefined letters, faxes, emails, or text messages when closed	Std	
43	Provides hierarchy for preferred outbound contact method, (e.g. email, fax, letter, text message)	Std	
44	Selects preferred method based on fields populated, (e.g. email address available, fax number available, etc.)	Std	
45	System shall not allow Contacts to be deleted	Std	
46	Provides the ability to undo if an error is made while maintained data integrity	Std	
47	Provides ability to identify target customers for campaigning and notifications, including defining target customers by drawing a GIS-based polygon	Std	
48	Provides ability to further refine target customers identified for campaigns and notifications by GIS-based polygon method using additional attributes	Std	
49	Provides ability to prevent updating a closed customer contact after a user defined number of days	Std	
50	Provides ability to track to customers/contact and maintain contact history	Std	
51	Provides ability to mail merge letters	Std	
52	Provides ability to add notes/comments to contacts, to include spell check and pre-defined templates for various note types	Std	

Contacts

Item	Requirement	Response	Vendor
53	Provides ability to only allow the author of the comment to change the comment and only within a user defined number of days	Std	
Contact Inquiry			
54	Provides ability to view on-line contacts by customer	Std	
55	Provides ability to view on-line contacts by account	Std	
56	Provides ability to view on-line contacts by user	Std	
57	Provides ability to view on-line contacts by status	Std	
58	Provides ability to view on-line contacts by type	Std	
59	Provides ability to view on-line contacts by date	Std	
Outbound notifications			
60	Provides ability to create notification to customer (via IVR, text or email) notifying of major account changes such as turn on or turn off <i>Contacts customers via outbound Letters/emails created by system from templates for the following types of letters:</i>	Std	
61	> Rate change	Std	
62	> Demand increasing	Std	
63	> Water Quality	Std	
64	> Cross Connection	Std	
65	> Leak Letters	Std	
66	> NSF letters	Std	
67	> Welcome letter (all services)	Std	
68	Provides ability to easily alter predefined template letters, and to easily create new letters without vendor assistance	Std	
69	Provides ability to easily create and generate campaigns, water advisories, and other public information notices/documents based upon customer type; account type; account status; billing cycle; meter reading routes; and services via email, letter, IVR and/or text alerts	Std	
70	Stores system generated letters, emails, and faxes with the account	Std	
71	Provides ability for system to contact customers via outbound email created by system from templates	Std	
72	System generated emails shall be stored with the account	Std	
73	Provides ability to contact customers via outbound faxes created by system from templates (e.g., lawyers with bankruptcy)	Std	
74	Provides ability to set delivery preference method (e.g. e-mail; print; text)	Std	
75	Provides ability to print letters on demand	Std	

Customer Self-Service Portal

Item	Requirement	Response	Vendor Comments
WEB Portal			
1	Provides ability to access the portal via any major web browser on any computer, laptop or mobile device, or via installed mobile app on mobile devices	Std	
2	Provides ability to access and download the mobile app FREE OF CHARGE from all major App stores (e.g. the Apple and Google Play Store)	Std	
3	Provides ability for citizens to easily receive notification and allow upgrade to latest version of App when new fixes or new functionality released	Std	
4	Provides ability to add/update messages for web browser/version requirements	Std	
5	Web portal utilizes responsive web design to provide consistent and smooth customer experience regardless of screen size or orientation of the device being used to view it	Std	
6	Portal and app follow usability best practices. Users can easily identify any calls to action or instructional prompts and easily interact with system to complete tasks	Std	
7	Portal is integregated with Connect Kingsport App allowing users to go from the portal to the App and back with SSO.	Std	
8	Provides ability to view cancel-rebills. Provides ability to view summary bill or individual bills. Stores original copies.	Std	
9	Provides ability to support warnings, alerts, news flash windows and pop-ups within portal and app (ex. weather alerts, safety alerts)	Std	
10	Provides ability to configure messages and alerts to specific customers or customer groups (ex. Leak alerts)	Std	
11	Provides ability for customers to set up usage thresholds (consumption units or dollar amount) to receive alerts as needed	Std	
12	Provides ability to manage information on the Portal for customer programs and outbound programs	Std	
13	Allows customers to set up and manage water budget	Std	
14	Provides meaningful or instructional error messaging throughout solution and across all access channels when user is not adhering to requirements, or when action would violate data integrity	Std	
15	Provides ability of the portal to enable rapid deployment of new users and administration of existing users. Provides ability of customers to easily set up portal account/login, verified through linkage with CIS data	Std	
16	Provides ability for users to easily manage profile details, manage preferences, change or reset password, provide site or app feedback, etc.	Std	

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Customer Self-Service Portal

Item	Requirement	Response	Vendor
17	Automatically sends electronic notification to designated staff when customer updates information on customer self-service portal	Std	
18	Portal is synchronous with CIS and what CSRs view, to extent possible	Std	
19	Retrieves and displays Cash Only Flag to customers marked with the flag in CIS	Std	
20	Meets federal ADA regulations. Preferred if meets Florida or California ADA standards	Enhance	Does KP have a standard? 2.1 , A, AA,
21	Provides ability to have 2 factor security log-in	Future	
22	Provides ability to view and manage portable meters/temporary accounts in portal.	Std	
23	Provides Online Chat, texting and FAQ capabilities- generates responses and questions for customer and connects to available CSR when needed	Std	
24	Supports multiple languages (English and Spanish at a minimum) for portal and chat, selected by customer	Future	
25	The portal enables real-time translation of chat communications to and from English for the multiple languages supported	Future	
26	Provides ability to email utility and receive email in contact system linked to customer or account	Std	
27	Provides web users with special status information like past due, disconnect date, meter/service on or off, etc.	Std	
28	Displays messages based on screens open (e.g. service order screens display service order messages, account screens show account based messages, etc.)	Std	
29	Provides ability for a customer to link multiple accounts with a single sign-on to view information on multiple accounts	Std	
30	Provides ability for multiple online user accounts to manage the same utility account	Std	
31	Provides ability to easily access account, payment, meter and meter usage information on the same screen	Std	
32	Provides ability to display water consumption profiles by integrating with Harmony Portal	3rd Party	
33	Provides ability to configure how many months of consumption, billing and payment history are viewable (ex. 13 months)	Std	
34	Provides ability for customer to view graphic display of usage/billing same time last year	Std	
35	Provides ability for customer to view service order history, including customer created orders	Std	

Customer Self-Service Portal

Item	Requirement	Response	Vendor
36	Provides ability to see average usage of customers in surrounding geographic area	Future	
37	Provides service request capability including emergency, on/off, transfer, termination, etc.	Std	
38	Provides meter and device request capability including portable/temporary meter process, reread, repair, etc.	Std	
39	Provides ability to fill out forms (e.g. request for service) and have that automatically pre-populate a form in CIS in an approval queue	Std	
40	Provides notification to customer when request is under review and complete	Std	
41	Provides ability to schedule service orders related to customers requests by allowing customer to select a date and time based on available appointment windows from an integration with Cartegraph.	Enhance	Integration with appt booking...currently not in scope...we have an appt booking integration...being used by NMG
42	Provides ability to check real-time status of service orders (linked to mobile)	Std	
43	Provides ability for personalized rate modeling	Future	
44	Provides automated letter of credit	Enhance	Mod...not in scope
45	Provides ability to easliy deploy customer surveys to portal users and analyze results	Std	
46	Provides ability to aid landlords in managing their associated rental properties through the Portal (ex. Set up revert to landlord, notification options, etc)	Std	
47	Provides integration with IVR for telephone payments, check by phone payments	Std	
48	A customer has the ability to request an add, repair, change, or removal of solid waste carts or other equipment through the Portal.	Std	
WEB Payments			
49	Provides ability to have customers setup and update ACH information on-line	Std	
50	Provides ability to send email or text to customer to confirm ACH setup and payment	Std	
51	Provides for one time payment of bill via web using ACH/credit card	Std	
52	Provides ability to set up payment arrangements	Std	
53	Portal must have SSO with payment processor	Std	
54	Provides for one time payment of multiple bills with single ACH/credit card transaction	Std	
55	Provides ability to pay using Apple Wallet, Google Pay, Venmo	Std	
56	Provides ability for customers to enroll and manage autopay	Std	
57	Provides ability to set up recurring payments with ACH or credit card	Std	

Customer Self-Service Portal

Item	Requirement	Response	Vendor
58	Provides ability to stop and manage recurring payments (ex. changing payment method)	Std	
59	Provides ability to select amount and when to make a payment and recurrent payments (bill date, due date, 13th day of the month, etc.)	Std	
60	Allows customer to be excluded from penalties when on autopay until payments get cancelled for NSF or similar	Std	
61	Provides ability to setup and update budget billing based on rules in CIS	Std	
62	Allows customers to be directly invoiced via miscellaneous revenue (invoicing) functions independent of having a utility billing account and make the payments on-line or via IVR	Std	
WEB Bills			
63	Provides presentment of bill via web	Std	
64	Bill image on web match print/mailed bill	Std	
65	Provides ability for customer to enroll and manage paperless billing	Std	
66	Provides ability to track changes to email and paperless billing setup	Std	
67	Provides ability to view miscellaneous charges listed on regular monthly bills and/or miscellaneous bills	Std	
68	Provides ability, but not restricted to automatically revert to paper bills upon past-due or delinquent status	Enhance	it's a configuration (user exit from NMG)
69	Provides ability to automatically revert to paper bills upon undeliverable email (system can process bounced emails, undeliverable, full mail, etc.)	Enhance	Business process not a change to the system...not automatic. Can autojob do it?
70	Provides automatic email or text notification to customer of latest bill	Std	

Service Orders

Item	Requirement	Response	Vendor Comments
General Requirements			
1	Allows for submission, tracking, assignment, and workflow of service requests from multiple departments	Std	
2	Provides ability to associate requests to none, one or multiple defined workflow paths.	Std	
3	System shall automatically assign a unique ID or tracking number for each request entered. Unique ID shall include elements configured to differentiate requests by department	Std	
4	Provides ability to apply field-based conditional logic and rules to modify or build service requests, including but not limited to Provides ability to to select correct workflow path, show or hide fields or optional responses and mark a field as required	Std	
5	Provides a robust, user friendly "form builder" to clone and modify existing request templates or build new ones	Std	
6	Provides ability to check for past due activities and provide automatic notification via system to users associated with request	Std	
7	System shall capture audit trail details related to any request or updates made to the request during processing, including but not limited to date and time, user ID, manual changes and system changes such as comments, status change, priority change, etc.	Std	
8	Provides ability to check for past due activities and provide automatic notification via system to users associated with request	Std	
9	Provides ability to clone an existing request or use a defined template to create a new request	Std	
10	Provides ability to enable or disable request templates for use	Std	
11	Provides ability to assign dual/multiple user ownership for a request type	Std	
12	Provides ability to configure hierarchical escalation for individual request types, either manually or via business rules, upon status change, priority change, etc. System identifies recipients for escalation notifications	Std	
13	Provides ability to bulk update requests based on specific attributes	Std	
14	Provides ability to configure automatic emails, notifications, alerts, etc. for requests based on specific events or triggers	Std	
15	Provides ability to configure whether system will automatically send a survey via email upon closure of a request by individual request type	Std	
16	Provides ability to identify and filter requests by location, keyword search, priority level, owners, customer, property, date, etc.	Std	

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Service Orders

Item	Requirement	Response	Vendor
17	Provides ability to access request detail via hyperlinks provided in notifications, alerts, or other communications that are external to the system.	Std	
18	Provides ability to create and submit new request for service	Std	
19	Provides ability to create and submit request for service disconnection	Std	
20	Provides ability to attach photos, videos, documents, etc., to new or existing request by request type	Std	
21	Provides ability to easily discern via visual indicator if a submitted request has attached images, documents, or comments	Std	
22	Provides ability to prompt user with meaningful messaging if required field or other validation requirements not met	Std	
23	Provides ability to link multiple related requests (automatically or manual) and provide corresponding notifications, updates, etc. to all parties	Std	
24	Provides automatic notification to customer via text or email for completion of different service request types	Std	
25	Provides ability to view related requests in a single consolidated view and provide method to optionally allow updates to all related requests - or on per request basis	Std	
26	Provides ability to meet data integrity and data security requirements and prompt users with user-friendly preventive options or messaging to protect data integrity	Std	
27	Provides ability to view service request details including history, comments, status, progress, etc. real time	Std	
28	Provides ability to interact with search results, including sorting, filtering, select requests from search results and view details and return to persisted search results	Std	
29	Provides ability to manage settings related to notifications and alerts received	Std	
30	Provides ability to close/reopen requests (as per configuration settings)	Std	
31	Provides ability to receive notification when request is assigned to me and when request assigned to me is updated or cancelled	Std	
32	Provides ability to see dashboard with details specific to my requests	Std	
33	Provides ability to see and complete service requests from in the field via mobile device	Std	
34	Provides ability to manage settings related to notifications and alerts received	Std	
35	Provides ability to access all requests submitted by single profile/identity	Std	
36	Provides ability to access all requests submitted for a specific location or within a specified radius of specific location	Std	
37	Provides ability to access all requests for a specific geo-location layer (e.g. region, district, precinct, neighborhood) and view in an interactive map view - with zoom in/out Provides ability, etc.	Std	

Service Orders

Item	Requirement	Response	Vendor
38	Provides ability to edit requests and fields in requests tied to roles and permissions	Std	
39	Provides ability to build workflow for held service orders, with automated processing and notification of customers and users. Workflow is based on user-defined factors (e.g. "new meter shipment"). Provides ability to place the order on hold, based on selected codes (e.g. "can't access meter")	Std	
40	Provides ability to prevent closure of a request until all worker assignments / approvals have been resolved and any mandatory fields are completed	Std	

Service Order Types

Allow users to define service order types and shall accommodate the following major service order functions:

41	> High priority / emergency Service Order	Std	
42	> Turn On and Off orders, including capture of closing/opening meter reads	Std	
43	> Meter/register changes to capture final meter read of old meter and log new meter read start number for new meter	Std	
44	> Meter reread orders to validate meter readings or capture missed reads	Std	
45	> Shut-off or disconnect orders to turn off, lock or remove meters	Std	
46	> Sewer plug/Elder valve	Std	
47	> Field service maintenance and designated service order types (e.g. transfer order to Field Operations)	Std	
48	> Billing (e.g. high bill) related Service Order	Std	
49	> Exception errors related Service Order	Std	
50	> Sanitation - (cart pick up/delivery)	Std	
51	> Meter/Device set orders	Std	
52	> New service tap orders (e.g. Installs, Connects, etc.)	Std	
53	> Water violation related Service Order	Std	
54	> Backflow test orders	Std	
55	> Inspect/Test Meter, including flushing meters	Std	
56	> Theft/tampering service orders	Std	
57	> User Defined	Std	
58	> Allows for grouping of service order types into user defined categories such as install date, equipment type and crew	Std	
59	System shall have flags for prioritizing service orders	Std	

Service Order Setup

On-line initiation of service orders capturing the following data elements:

60	> System generated unique identifier	Std	
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Service Orders

Item	Requirement	Response	Vendor
61	> User-definable service order type, status	Std	
62	> Associated parties	Std	
63	> Links (Customer, Account, Premise, Service, Meter, etc.)	Std	
64	> Service Order Task Description	Std	
65	>Tracks date and time of service order creation, scheduling, actual appointment times, and service order closing	Std	
66	Allows service orders to be generated for work where there is no account or premise	Std	
67	Service orders shall have user defined messages and/or flags that shall be displayed when appropriate	Std	
68	Provides ability to create service order forms (e.g. meter test form; backflow test form) and attach to account/service order (depending on the form)	Std	
69	Provides ability to create adhoc backflow service orders	Std	
70	Mass service order creation based on device age, route, geographic area (eg Geo Fence) or service type/rate, etc.	Std	
71	Provides ability to receive a warning when creating a service order for a location when an open service order already exists	Std	
Service Order Information:			
<i>Populate or link the service order with the following information:</i>			
72	>Service Order Creator	Std	
73	> Account Information	Std	
74	> Premise Information and Location	Std	
75	> Service Information and Location	Std	
76	> Meter Information and Location	Std	
77	> Sanitation Cart Information and Location	Std	
78	> Delinquency Status	Std	
79	> User Defined	Std	
80	Provides ability to track and report information as needed by service type	Std	
81	Push notifications for changes to service orders	Std	
82	System shall not allow multiple service orders of the same type be created for the same service and meter at the same time.(e.g. duplicate turn on orders)	Std	
83	A service order for a specific type of service shall only be created if that service exists on the account/premise (e.g. water service order for water service)	Std	
84	Provides ability to create a service order for a premise, listing all services and meters at premise	Std	

Service Orders

Item	Requirement	Response	Vendor
85	Allows a service order to be created for a specific service only, listing all meters/equipment on service only	Std	
86	Allows a service order to be created for a specific piece of equipment, listing only that piece of equipment (user can select the meter, cart, etc)	Std	
87	Provides ability to see that other service orders exist at the same location	Std	
88	Emergency orders shall be color coded for visibility	Std	
89	Provides ability to automatically generate a 2nd order following the completion of a 1st order within a specified date range for certain order types	Std	
90	The service order format shall be customizable	Std	
91	Allows the service order to have attachments	Std	
92	Creates one service order for multiple tasks occurring at one premise	Std	
93	Provides ability to run report based on tasks	Std	

Service Order Processing

Account On & Offs

Accommodates the following service order processes:

94	> Turn-on which shall activate the account at the premise and collect an opening read	Std	
95	> Turn-off which shall remove account from premise, collect final read and prepare account for final billing	Std	
96	> Transfer Off/On order which shall remove account from one premise collect final read, move into new premise collect opening read and bill account for closing bill	Std	
97	Provides capability to check to see if pending off order exists and not issue separate order to collect read for turn on orders; links turn on order to turn off order for reading input	Std	
98	Includes cut-by date for disconnect service orders	Std	
99	Turn on orders cannot be scheduled until an off order is created for an active premise, and can be created same day as the turn off order	Std	
100	Shut-off orders shall be automatically created as part of delinquency process	Std	
101	Provides ability to automatically generate turn on service order when payment is received	Std	

Meter Changes

Accommodate the following service order processes:

Service Orders

Item	Requirement	Response	Vendor
101	> Meter change order shall remove meter from service, test and put back into inventory, collect final read, install new meter at service and collect opening read	Std	
102	> Meter register change shall update register (transponder ID also if AMR/AMI applicable) take final register read and opening register read	Std	
Fees & Charges			
103	Allows service orders to have charges associated to them that are billed to the account automatically when closed or created (e.g. t/on fees)	Std	
104	Provides ability to override fees associated with service orders	Std	
105	Allows charges on service orders to be established with user defined criteria including service order type, account details, premise details, service type, etc.	Std	
106	Associated charges shall be variable based on the service type	Std	
107	Allows standard charges to be overridden when order is closed	Std	
Service Order Management:			
Tracking			
108	Allow on-line tracking and maintenance of all service orders	Std	
<i>Track and filter service orders on-line by the following attributes:</i>			
109	> Date Created	Std	
110	> Scheduled Date	Std	
111	> Completion Date	Std	
112	>Service Order Type	Std	
113	> Closed Date	Std	
114	> Crew or Group	Std	
115	> Creator	Std	
116	> Worker	Std	
117	> Closer	Std	
118	> Area or Work Zone	Std	
119	> Order Status (e.g. Pending, In-process, Closed, etc.)	Std	
120	Tracks orders that have been printed to avoid duplicate order printing	Std	
121	Provides ability to print duplicate service orders, if needed	Std	
122	Provides ability to generate electronic notifications regarding inquiry/service request status to customer and designated supervisors/staff as appropriate	Std	
Scheduling			
123	Provides for integration with Cartegraph to schedule service orders by technician, crew, route, area, date and/or time	Std	
124	Provides ability to schedule on and off orders for same premise together	Std	
125	Provide date and time window for scheduling an order	Std	

Service Orders

Item	Requirement	Response	Vendor
126	Provides on-line calendar showing service orders scheduled by technician, crew, area, date and time (not a report)	Std	
127	Provides ability for the user to define work calendar and work hours by crew/worker and limit scheduling to work hours	Std	
128	Provides ability to re-schedule service orders individually and en masse	Std	
129	Emergency orders are placed in the front of any queues or batches or are sent immediately to dispatch station	Std	
130	Provides rules based workload balancing of orders based on type, crew, date, workload, etc.	Std	
131	Provides ability to view and schedule appointments through mobile workforce and/or calendar application	Std	
Routing/Grouping/Printing			
132	Orders are automatically routed to the appropriate field office or dispatch workstation; user defined flexible routing and sequencing of orders based on type, area, crew, date, location and priority	Std	
133	On-line Provides ability to re-route order from one field office or dispatch workstation to another	Std	
134	Group service orders for efficient processing by technician, crew, type, area, date, priority	Std	
135	Provides ability to print service orders to different printers based on type, technician, crew and area	Std	
136	Service order print format can be user defined and customized	Std	
137	Tracks how many times an order has been reprinted and marks duplicate printed service order clearly by watermark or other means	Std	
138	Provides ability to print on a single page 8 1/2 x 11	Std	
139	Emergency orders are clearly marked as such on the order	Std	
140	Completion of service orders can create tasks for other staff to perform follow up activities based on defined workflow with notifications when tasks are completed (e.g. high bill complaints, theft/tampering)	Std	
141	Notification of completed service orders can be automated and routed to the appropriate staff	Std	
142	Allows only certain users to have permissions to override service orders	Std	
Canceling			
143	Allow orders to be cancelled, retaining the order and who and why it was cancelled	Std	
144	Non Payment Shut-off orders are automatically cancelled real-time if paid before executing, based on status of order (e.g., if 'enroute' may not be cancelled depending on customer requirements)	Std	

Service Orders

Item	Requirement	Response	Vendor
145	Non Payment Shut-off orders are automatically cancelled real-time if paid and account balancing remaining is < \$x.xx (variable)	Std	
146	Provides ability to define rules and notifications to cancel non-payment Shut-off orders	Std	
147	Provides ability to create alerts when service orders are cancelled	Std	
148	Cancelling a linked service order will notify the user to take appropriate action to the other service orders	Std	
Closing			
149	Completion and closure of a service order can be two separate activities allowing for review by a supervisor to close a completed service order based on service order type	Std	
150	All orders can be closed on a single screen pane without changing tabs or views	Std	
151	Orders can be accessed and completed on screens by order number, type, date, or crew, premise number, service address, meter number and parcel number (not a report)	Std	
152	Specific fields can be designated as required to close a given service order	Std	
153	Completion of service order will automatically update status to closed based on service order type definition	Std	
154	Completion of order shall trigger a notification to the appropriate staff so they may take further action	Std	
155	Completion of an order can initiate another service order	Std	
156	Multiple service orders can be closed together in a batch process	Std	
157	Closing of backflow test service order triggers workflow that includes backflow letter and forms	Std	
158	Service order processing/completing is not stopped by billing activities	Std	
Service Order Inquiry			
<i>Allows on-line inquiry of service orders by:</i>			
159	> Service order number	Std	
160	> Service order type	Std	
161	> Customer	Std	
162	> Crew	Std	
163	> Account	Std	
164	> Premise	Std	
165	> Meter or devices (Serial number, RFID, etc.)	Std	
166	> Technician	Std	
167	> Zone, area or other geographic designation	Std	
168	> CSR	Std	

Service Orders

Item	Requirement	Response	Vendor
169	> Date	Std	
170	Retains all service orders in system until purged by administrator	Std	
<i>Supports the following performance statistics:</i>			
171	> Service orders completed by technician per day	Std	
172	> Service orders completed by crew per day	Std	
173	> Service orders completed by area per day	Std	
174	> Time to complete service orders by technician	Std	
175	> Time to complete service orders per crew	Std	
176	> Time to complete service orders by service order type	Std	
177	> Time to respond (emergency gas leaks)	Std	
178	> Other user defined criteria	Std	
179	Provides ability to view reasons why service is or is not turned on	Std	
180	Provides ability to identify duplicate service orders before transmitting to mobile system	Std	

Interfaces

Item	Requirement	Response	Vendor Comments
Internal City Interfaces			
General Ledger- Naviline			
1	Provides export from CIS of summary GL transactions including billed receivables and cash receipts	Std	
2	Provides report or method to verify the amounts in each batch that is transferred to the GL	Std	
3	Provides export from CIS of customer, account and credit amount to Central Square for the issuance of a credit refund	Std	
4	Provides the import to CIS of customer, account, check amount and check number to the customer account	Std	
Manual Meter Reads- ESRI			
5	Provides export from CIS that includes meter information, location, route, previous read and hi/low data to ESRI	Std	
	Provides the import to CIS of meter reading data	Std	
Meter Reads Sewer - Client files			
6	Provides import to CIS that includes usage information and problem/status codes to be billed by the CIS	Std	
Cashiering Payments-TBD			
7	Provides two-way real-time interface to City's cashiering system	Std	
8	Provides customer, account and balance information real-time from CIS to the cashiering system	Std	
9	Provides customer, account, payment amount, and payment detail information real-time from the cashiering system to CIS for payment processing in CIS	Std	
10	Provides report or method to verify payment amounts for batch, drawer, or daily reconciliation	Std	
Kiosks Payments			
11	Provides two-way interface to process payments from kiosks	Std	
Bill Print - TBD			
12	Provides export from CIS of bill print file (data file/pdf/ebill) to 3rd party for print, mailing and display on the portal	Std	
13	Ability to print OCR barcode on Bill	Std	
14	Provides ability for individual bill print images to be retrieved from the Enterprise File Server directly from within CIS	Std	

Item XII.5.

Interfaces

Item	Requirement	Response	Vendor
	Emails Originating from CIS- Outlook		
15	Provide export from CIS of generated emails including notification of errors or system/process failures	3rd Party	
	Authentication- Active Directory Windows Server 2022 or later		
16	Provides two-way real-time transfer of data for authentication of users against Active Directory	Std	
	GIS - ESRI 10.xx or later		
17	Provides two-way exchanges with GIS	Std	
18	Provides two-way real-time interface to perform address validation	Std	
19	Provides ability to have CIS data available as a layer in GIS	Std	
20	Provides ability to pull all addresses from GIS	Std	
21	Provides ability to pull only address changes from GIS	Std	
22	Provides ability to pull parcel numbers from GIS	Std	
23	Provides ability to display a spatial display of customer/premise information directly in CIS	Std	
24	Provides ability for CIS to assign a route to a location/premise automatically from GIS	Future	
25	Provides ability to pull Impervious Area for stormwater bill calculation from GIS into CIS	Std	
	Sanitation Routing - TBD		
26	Provides two-way interface to Routing Solution to import routing information	Std	
	Scanner - TBD		
27	Provides one-way interface to scanner module to image documents	Std	
	OCR Scanner		
28	Provides one-way interface to OCR scanner to extract information from bills.	Std	
	RFID Scanner		
29	Supports and is compatible with commonly used RFID tag types, including passive and active RFID tags operating on standard frequencies (e.g., HF, UHF)	Std	
30	Provides one-way interface to capture the unique identification information stored on a RFID tag and process it in real-time	Std	
	Electronic Document Management System (EDMS) - Naviline		
32	Provides two-way interface to store and retrieve documents linked to customers, accounts, service orders, etc., in CIS	Std	

Interfaces

Item	Requirement	Response	Vendor
Landfill - Scale Works			
33	Provides two-way real-time interface with customer accounts information including balance of sanitation services and weights of loads for billing	Std	
Barcode Scanner			
34	Provides import to CIS of device identification to allow for update of location and status with CIS	Std	
Water Meter Inventory Management			
35	Provides import to CIS of several manufacturers to automatically update inventory of water meters	Std	
ERT Inventory Management			
36	Provides import to CIS of several manufacturers to automatically update inventory of ERTs	Std	
Customer Self Service Portal			
38	Provides two-way real-time exchange of customer account information	Std	
39	Provides ability of CIS to provide current data for customer's bill, billing and payment history, and account information	Std	
40	Provides ability of CIS to receive and apply changes to customer's account information	Std	
41	Provides ability of CIS to receive and apply changes to customer's payment arrangement, autopay, budget billing and other payment scheduling methods	Std	
42	Provides ability of CIS to receive and apply changes to customer's paperless billing enrollment	Std	
IVR- Selectron			
43	Provides two-way real-time exchange of customer, account, balance, payment information for inbound calls	Std	
44	Provides export from CIS of customer data for outbound calling	Std	
45	Provides import to CIS of customer entered account numbers to enable screen pop on CSR's screen	Std	
46	Provides ability to process IVR payments	Std	
AMI - Harmony Allegro			
47	Provides two-way real-time exchange of customer and meter updates due to meter installations, exchanges, etc. to provision devices	Std	
MDM - Harmony Encore			

Interfaces

Item	Requirement	Response	Vendor
48	Provides a two-way interface to receive readings, leak indicators, problem/status codes etc and also to request on demand reading	Std	
Workforce and Asset management - OpenGov Asset Management			
49	Provides two-way real-time transfer of work orders between CIS and Cartegraph with data relevant to their completion (ex. Customer, type of work, priority, comments, etc.) and exchange of statuses until completion or final status.	Std	
50	Provides an online view of customer information through a link in Cartegraph with relevant information such as name, contact information (if available), services, meter information, usage history, billing history, payment history, etc.	Std	
51	Provides the ability to create customer contacts in CIS based on premise based orders created in Cartegraph	Std	
52	Provides installed meter information synchronization between CIS and Cartegraph	Std	
53	Provides two-way real-time exchange of meter and devices inventory	Std	
54	Provides real-time integration to access availability in Cartegraph to schedule service orders related to customers requests	Std	
Backflow - Tokay			
55	Provides two-way interface to set up a device, inspect and maintain a backflow device and associated information (e.g. name, address, phone etc.); identify and work exceptions.	Std	Hansen Inventory Test could/should replace Tokay
Lockbox			
56	Provides import to CIS of customer and account information and payment amount to process customer payments	Std	
ACH			
57	Provides two-way interface of customer ACH information for ACH prenote validation	Std	
58	Provides export from CIS of customer ACH information for ACH payment initiation	Std	
Liens - MR			
59	Provides two-way exchange of customer information regarding liens	Std	
Permits - Community Development			
60	Provides two-way interface sending permitting and fee status to CIS	Std	

External System Interfaces

Interfaces

Item	Requirement	Response	Vendor
Online Payments - Payment Processor			
61	Provides a two-way real-time interface for customer, account, amount due and payment information to process payments from remote payment vendor (credit card and E-checks)	Std	
Credit card payments - Elavon			
62	Provides a two-way real-time interface for customer, account, amount due and payment information to process payments from remote payment vendor	Std	
Credit Checks- TBD			
63	Provides two-way real-time exchange of customer information to verify identity	Std	
Mailing address verification- Melissa			
64	Provides two-way, real-time exchange of mailing address information for verification and conformance with USPS standards	Std	
Credit card payments - Autopay payment processor			
65	Provides a two-way file interface to process autopay	Std	
66	Provides an import file interface to process payments	Std	
Collection Agency			
67	A two-way interface with outside collection agencies to send customer account information and payment information for final overdue customers.	Std	
Online Banking - Metavante			
68	Provides an import file interface to process payments	Std	

Business Intelligence (BI) & Reporting

Item	Requirement	Response	Vendor Comments
General Specifications			
Business Intelligence			
1	All BI tools share the same query optimization and generation engine	Std	
2	The BI function provides single engine for formatting and rendering reports and dashboards for consistency and efficiency and ease of training	Std	
3	The BI application provides the ability to generate, schedule output and reports by authorized users.	Std	
4	System shall incorporate and utilize existing Microsoft Power BI/SSRS capabilities	Enhance	
5	Provides an API or standard integration tool for connections to other applications including but not limited to ESRI	Std	
6	Provides mechanisms to identify and report invalid data	Std	
7	Supports object reuse and propagation	Std	
8	Provides drag and drop capabilities for IT resources to develop queries, objects, etc.	Std	
9	Provides ability for BI to import third party data (e.g. fleet)	Std	
10	Provides ability to build cubes	Std	
11	Provides user-friendly screens and a presentation layer which hides the complexity of underlying data sources	Std	
12	Provides standard data models for COTS applications such as CRM, CIS, Finance, HR, etc.	Std	
13	All BI tools shall share the same query optimization and generation engine	Std	
14	Provides ability to create letters through mail-merge	Std	
15	Provides single sign-on capabilities at the individual user level	Std	
16	Provides a mobile presentation/application layer. Please provide a list of devices/operating systems supported in the Vendor comment column	Std	Responsive design through Tibco and applicable to all modern browsers and OS
17	The mobile application shall provide the same security as the desktop application	Std	

Reporting

Canned Reports within CIS

18	System shall provide in-house reporting capability and pre-programmed reports made accessible within CIS dashboard or internal web page	Std	
19	Provides ability to sort and filter live reports, with the ability to search by several user-defined criteria	Std	
	System shall incorporate all existing reports listed below:		
20	Ability to pull consumption by, but not limited to, Location ID, Address, service, rate class, meter reading, meter reading date (by year, quarter, month or day), subdivision (general location code) and region (subcode).	Std	
21	Delinquent reports including debt aging, write-offs, etc.	Std	
22	Report of all comments/notes run by type and date parameter	Std	
23	Devices inventory	Std	
24	Customer accounts by type of accounts, meters and other user defined parameters	Std	
25	Provides automatically the most current data aggregates and summary tables	Std	
26	Provides ability to manage development and implementation stages including testing in test environment and promoting to production	Std	
27	Allows users to modify their view of a report (ex. sort, filter, hide, move columns) without affecting the standardized view when other users access report	Std	
28	Includes role based filtering where data is automatically filtered to a user's division, section, group, or individual and users can only see the data for which they are authorized	Std	
29	Sales Tax report by county, account type, adjustments, tax exemptions, and other user-defined parameters	Std	
30	Cash flow statement report with internal vs user payments by service	Std	
31	Provides top 10 or key customers report by usage and dollar amount	Std	
32	All reports and queries can be exported to excel	Std	
33	Queries and reporting parameters can be saved for future use	Std	
34	Provides the ability to group and summarize reports	Std	
35	Provides ability for user to modify canned reports	Std	

Infrastructure and Technology

Item	Requirement	Response	Vendor Comments
General Specifications -			
1	It is required that system shall be cloud-based/hosted	Std	
2	Application shall not require a VPN to access. Application is mobile-friendly, support hybrid work	Std	
3	Provide application modules that are fully integrated with one another to avoid redundant data entry	Std	
4	Provides consistent look and feel across all modules	Std	
5	Provides optimal use in accordance with best practices and standard behaviors (e.g. mobile accessibility, responsive design, sortable lists, single or multi-select lists, click through functionality where appropriate, persisted search results, multi-tab support, etc.) and follows GUI industry standards	Std	
6	System shall meet Federal ADA regulations including all web sites, portals and mobile. Extra ADA capabilities to CA and FL standards preferred.	Enhance	
7	The system shall comply with W3C Web Content Accessibility Guidelines.	Std	
8	The system shall comply with Section 508 Requirements regarding accessibility.	Std	
9	The system shall comply with the State of Tennessee and City of Kingsport policies regarding accessibility.	Std	
10	Provides context sensitive online help available throughout as well as a comprehensive user guide that is updated as new or changed features and functionality are released	Std	
11	Provides ability to configure inclusion of Knowledge-base articles, FAQs and other repository documents to be included in the key-word search and returned in search results	Std	
12	Allows Help information to be augmented by the City for specific additional help information - this information is retained during upgrade	Std	
13	Provides Help feature linking to the vendor's web site for additional help	Std	
14	Provides support site containing complete and up-to-date manuals for all system modules and functionalities; the manuals shall be available for all available versions of the software	Std	
15	Provides a user-friendly, read-only data dictionary (for non-technical users) for reporting	Std	

16	Provides the ability to hover over fields an view data dictionary description, where applicable	Std	
17	Provides meaningful or instructional error messaging throughout solution and across all access channels when user is not adhering to requirements, or when action would violate data integrity	Std	
18	Provides detailed user-level error messages in a consistent format across all system modules. Error messages shall be customizable and maintained during subsequent upgrades	Std	
19	Provides for keyboard-only fast data entry (mouse action not required)	Std	
20	Where feasible, allows users to "undo" an action, as a usability practice.	Std	
21	Provides ability to make any field a drop down or search box with no free form entry allowed	Std	
22	Provides field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (e.g. warnings when entering existing address, etc.)	Std	
23	System shall auto-populate fields whenever feasible, for ease of use such as dates, user names, notes etc.	Std	
24	Allows for user defined validations on fields	Std	
<i>Notes/Comments fields are available on the following levels:</i>			
25	> Accounts	Std	
26	> Customer	Std	
27	> Premise	Std	
28	> Device	Std	
29	> Service	Std	
30	> Work Order/Service Request	Std	
<i>Notes/Comments get automatically updated with the following attributes:</i>			
31	> User ID/Name of user making note/comment	Std	
32	> Date	Std	
33	> Time	Std	
<i>Notes/Comments can be sorted by:</i>			
34	> User ID/Name of user making note/comment	Std	
35	> Date	Std	
36	Allows multiple comments to be created on a service, customer, etc. - notes or comments are created, stored, and retrieved as individual records, with sequence of creation preserved; users do not have to place all comments in a single record	Std	
37	Provides ability for a user to search on notes/comments	Std	
38	Provides ability for a user to print out notes/comments from the system	Enhance	
39	Provides a method for attaching electronic files to accounts, customers and premises	Std	

40	Allows action items or ticklers to pre-set tasks for future action	Std	
41	Provides built-in calendar allowing adjustments in processing and transaction dates for holidays, weekends, etc. Calendar shall be editable	Std	
42	Lists all records included in purge	Std	
43	Provides ability to validate the integrity of the database before and after a purge	Std	
44	Provides ability to selectively archive system data based on a user-defined number of years or other user-defined criteria - the archived data shall be accessible via another medium	Std	
45	Provides ability to search archived data	Enhance	
46	Provides comprehensive technical systems documentation and technical manuals designed for IT personnel	Std	
<i>Provides any required support software, including:</i>			
47	> Application development tool kit	Std	
48	> Utilities and tools to monitor resource utilization	Std	
49	> Web development tool kit, including APIs	Std	
50	> Tool kit manuals	Std	
51	> Report generation scripts	Std	
52	> Audit and system logging	Std	
53	Provides clear documentation of batch processing jobs, dependencies and timing	Std	
54	Provides notifications and alerting for batch process run times and aborted uploads	Std	
55	Provides alerts and recovery options when any interface fails.	Std	
56	Provides alerts and recovery options when scheduler fails.	Std	
57	Provides multiple language options (English and Spanish at a minimum) for auto-generated bills, letters, notifications and notices systemwide or for specific customer/groups, based on customer preferences	Future	
58	Provides support for translation of content; either through an internal facility, or by interfacing with an open-source solution (e.g., Google Translate.)	Std	
59	Provides ability to utilize technologies such as heat mapping and analytics to help identify where usability could be improved	Std	
60	Uses industry standard formats whenever possible on all interfaces and utilizes banking industry standard file formats	Std	
61	Provides suspense log for rejected or unposted transactions. Allows users to correct transactions directly from suspense log	Std	
62	Provides ability to produce audit trail for configuration based changes (e.g. changes to requests configurations, workflows, user groups or roles and permissions, group membership, etc.)	Std	
63	Each record within the system shall contain a date/time stamp and username reflecting the last modification	Std	

64	Provides well defined, all inclusive upgrade processes for future software releases	Std	
65	Support all modifications made to the system during the installation process in all future software upgrades as a part of base system support	Std	
66	Software enhancements provided to other customers shall be made available to the City at no charge as part of normal upgrade process. The City shall have the option to enable or disable these new features and abilities	Std	
67	Software enhancements requested by the City of Kingsport must be included as part of the base system to be delivered in all future releases.	Enhance	
68	Development licenses for all system utilities and tools shall be provided, and shall become the property of the City upon system acceptance	Enhance	
69	The system design shall allow the system to run with little or no supervision with system administrator tools that are intuitive and easy to use; the recommended staffing for system administration must be provided in the appropriate section\ of proposal response	Std	
70	Provides e-discovery for litigation and FOIA requests.	Std	
Application Architecture (Technical)			
71	Provides user access to all screens, reports and transactions through a web interface based on assigned roles/groups	Std	
72	Application must be responsible design and capable to adapt to multiple device size	Std	
73	Allows easy deployment to desktops - either web based or provide deployment tools to push or pull software to the desktop	Std	
74	Allows easy deployment to mobile devices through a centralized online application (e.g. Apple Store, Google Play)	Std	
75	All of the system's desktop client applications shall be "thin client" applications rather than "thick or fat client" applications, meaning that no or minimal client software on the desktop will be required for their operation.	Std	
76	Provides customizable user interfaces managed by the user	Std	
77	Provides ability to share user interface customizations with other users or group of users	Std	
<i>Provides support for inter process communication including, but not limited to, the following:</i>			
78	> Importing and exporting of standard desktop office application files compatible with Microsoft Office versions currently supported by Microsoft	Std	
79	> Web services	Std	
80	> Software Development Kit (SDK)	Std	
81	> Database API (stored procedures / functions)	Std	
82	Includes application and system configuration tables accessible by all modules	Std	
83	Supports mass changes to definable groupings of transactions	Std	

84	Supports effective dating for transactions and table updates, including both future and retroactive changes	Std	
85	Provides ability to drill down from a transaction view to the respective and supporting source record view irrespective of the module containing information	Std	
86	Provides ability to maintain a minimum of four operating environments for development, testing, training and production	Std	
87	Data in all operating environments shall be refreshed each time the production environment is refreshed	Std	
System Architecture (Technical)			
88	The system (client side) shall provide the ability to utilize smartphones or tablets as a mobile client (works with Windows, Android, and IOS Operating Systems, at a minimum, and shall be compatible with current versions and at least one version back)	Std	
89	Provides ability to utilize industry standard PC desktops and laptops; and work with a variety of portable devices - specify minimum, recommended screen configurations and graphics capabilities	Std	
90	Supports long-term data maintenance processes including robust data backup and recovery capabilities, storage and general up-keep of data	Std	
91	Provides ability to store, search, retrieve and link source document and image files from enterprise document management system	Std	
92	Provides ability to support a web version using current browser environments; proposals must describe how much functionality is provided in the web version, and indicate required browser add-ins and versions (e.g. Java / JDK / JRE, .NET, ActiveX, etc.). Note: language can not be version dependent	Std	
93	Provides ability to support all current, accepted industry web browsers; identify all browsers and versions supported in the appropriate section of proposal response (cannot be browser version dependent)	Std	
94	The system must be device brand and OS (Operating System) agnostic	Std	
Configuration			
95	Provides resources to configure all operating environments during implementation and ongoing operations <i>Provides schematic and capacities for systems configuration:</i>	Std	
96	Provides system configuration ability, to ensure hot fail-over and continued operations should one element of hardware fail, load balancing capabilities	Std	
97	Provides the recommended configuration for network elements, including bandwidth requirements	Std	
98	Provides the recommended configuration for security (e.g. Firewall, DMZ (for mobile app, and Software)	Std	

99	Provides the recommended configuration for storage (e.g. configuration, redundancy) and supported technologies (e.g. SAN vs. NAS, FC vs. iSCSI connectivity, etc.)	Std	
System Administration & Customizations (Technical)			
100	Provides ability to tailor and configure functions, workflows, screens, outputs, codes and other normal processing items without invalidating the support agreements	Std	
<i>Provide user-defined:</i>			
101	> Exits	Std	
102	> Tables	Std	
103	> Fields	Std	
104	> Screens	Std	
105	> Reports	Std	
106	> Forms	Std	
107	> Hot keys	Std	
108	> Menus	Std	
109	> Business rules and workflows	Std	
<i>Include an administrative function to set notification and problem logging parameters and communicate those to the following:</i>			
110	> Cell/smart phones	Std	
111	> E-mail addresses	Std	
112	The administration module shall be executable from any workstation connected to the network	Std	
Database Management System (Technical)			
113	Offeror shall provide database performance monitoring and tuning, including but not limited to table & file maintenance, and query processing	Std	
114	Provides for simultaneous access to data by concurrent users	Std	
115	Provides ability to lock database records at a row and record level	Std	
116	Provides data modeling, data definition and data dictionary components	Std	
117	Provides standard structured query language (SQL) capabilities for database queries	Std	
118	Provides ability to set up log event triggers to automatically notify administrator when a user defined database condition or set maximum/minimums are exceeded	Std	
119	Require individuals to utilize uniquely identifiable login accounts for any interaction with the database	Std	
120	Database fields shall default to null, unless a user-defined default value is present	Std	
121	System shall utilize appropriate database rules and constraints to enforce and maintain referential integrity	Std	

122	Preserves data contents - if a record was ever valid, it cannot be completely deleted from the database	Std	
123	Provides ability to mark a record as obsolete	Std	
124	Logs each edit transaction with date/time, account ID, old value, and new value - this shall be a permanent log, to support detailed audit of database contents; archive log and new value limited to user selected fields (excluding batch processes)	Std	
125	Provide user administration tools to support maintenance of user access and pick-list source tables without requiring specialist skills such as a DBA	Std	
126	Provides documented best practices including but not limited to optimum database configuration and client maintenance	Std	
127	<i>Technical database features shall include but not be limited to:</i>		
128	> On-line backups	Std	
129	> Transaction control to include rollback and commit functionality	Std	
130	> Restore and roll forward to point of failure functionality	Std	
131	> Row level locking	Std	
132	> Unique and non-unique indexing	Std	
133	> Automatic enforcement of referential integrity	Std	
134	> ODBC Compliance	Std	
Security (Technical)			
135	Complies with all current government standards and web-based transaction encryption standards (ex. FedRAMP)	Std	
136	HTTPS shall be used for all web based interfaces.	Std	
137	The hosting solution shall provide data encryption on transfer – this implies that data is encrypted while in transit from the City network to the cloud provider.	Std	
138	The hosting solution shall provide data encryption at rest – this implies that data is encrypted on servers using encryption technologies such as 256 bit AES.	Std	
139	Complies with Personally Identifiable Information (PII) encryption requirements according to Tennessee State Law	Std	
140	Provides ability to flag data as sensitive and inaccessible by external integrations	Std	
141	Provides ability to enable rapid deployment of new users and administration of existing users within CIS and applications	Std	
142	Allows user roles, views and permissions to be easily adjusted for reskilling positions.	Std	
143	Provides ability for users to easily manage profile details, manage preferences, change or reset password, provide site or app feedback, etc.	Std	
<i>Controls access by level, which applies to online activities, batch processing, report writer or retrieval software and system utilities, at the following levels:</i>			
144	> System	Std	

145	> Database	Std	
146	> Module	Std	
147	> Field	Std	
148	> Menu	Std	
149	> Inquiry	Std	
150	> Record	Std	
151	> Report	Std	
152	> Approval	Std	
153	> Transaction	Std	
154	> Individual	Std	
155	> Work Unit	Std	
156	> Group	Std	
157	> Organization	Std	
158	> Department	Std	
159	> User roles (supervisor, data entry, review only) across all functional areas	Std	
160	Provides ability to mirror another user's role and permissions for the purpose of providing user support. Limited by security role	Std	
161	Allow an administrator to add and modify user security information using online screens with immediate profile update	Std	
162	Records or captures information about each unauthorized access attempt such as: user id, workstation, date, time, transaction (menu, screen, file, object), attempted type of access (read, modify, etc.)	Std	
163	Provides immediate notification to the System Administrator via email/text of identified unauthorized access attempts by login	Enhance	
164	Allows an administrator to generate online inquiry and batch reports to review access profiles and types given to the users defined to the system	Std	
165	Records and maintain past security profiles (history of security access for an employee) when changes are made to an employees security profile	Std	
166	Records who changes security profiles and when changes are made (user name, date and time stamp)	Std	
167	Provides ability to group users into classes and to assign these classes rights that will be applied to each user in the group - when the user's explicit rights are in conflict with the rights granted by group membership, the user's settings prevail	Std	
168	Provides summarized and detailed reports on user access, usage and audit logs, etc.	Std	
169	The system shall not allow user input or API input to be used to gain unauthorized access to a system	Std	
170	Shall pass industry standard penetration test. Describe penetration test methodology in Comments	Std	Penetration testing is completed annually by an external / 3rd party vendor (Triskele labs)

171	Identifies and corrects security flaws in operating hot fixes; patches etc. patch distribution methods and support for these ongoing updates to end user systems	Std	
172	Provides ability to periodically audit user accesses to ensure that access remains both timely and appropriate.	Std	
173	Provides ability to limit access on who can create/update templates for letters	Std	
174	Provides user role-based security handled from the application	Std	
175	Allows an administrator to suspend a user ID from further use	Std	
176	Assigns application access rights across entire suite of applications at a single point of entry	Std	
177	Provides ability to query users by security level	Std	
178	All systems of the hosting services provider shall be continually monitored for intrusion, malware, viruses, etc.	Std	

Internal Users

179	Utilizes a single user sign-on for all modules. Assigns application access rights across entire suite of applications at a single point of entry	Std	
180	Application logon shall be automated by utilizing Active Directory	Std	
181	Provides database access within application	Std	
182	The system shall provide the option to not display or print passwords during user entry	Std	
183	Allows multiple logins from the same physical device	Std	

External Users

184	Allow an administrator to reset passwords for subsequent change by the user	Std	
185	Allows for single sign-on (SSO) for specified modules as determined by administrator	Std	
186	Allows and prompts users to periodically change their password	Std	
187	The system shall time out, or suspend users after a period of time of being idle (ex. 15 min), and require the user to re-enter their password before continuing	Std	
188	System shall require the use of passwords composed of letters, numbers and special characters as defined by the system administrator	Std	

Capacity and Performance (Technical)

189	Provides the City system administrator and team with view of system performance	Std	
190	Complete an average of 90% of all online update transactions in under 1 second over any 60-minute period, during peak usage	Std	
191	Completes an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage	Std	
192	Completes 100% of simple, single-screen online inquiry transactions in under 1 second, during peak usage	Std	

193	Provides ability to ensure system performance is not adversely impacted or degraded as application scales and number of users and requests increase year over year	Std	
194	Tracks system uptime and transaction response times in order to demonstrate operation within acceptable levels	Std	
Backup and Restore Capabilities (Technical)			
195	Provides ability to validate data integrity after database and/or transaction log recovery following system failure	Std	
196	System shall be available on a 24/7 basis except for scheduled maintenance and emergency "fixes"	Std	
197	Provides Disaster Recovery plan (e.g. hurricane business tolerance)	Std	
Reporting (Technical)			
198	Includes an industry-standard suite of reporting utilities for use by general users of the system	Std	
199	Utilizes an industry-standard reporting suite, such as SSRS, Power BI, Microsoft SQL Server Reporting Services, IBM Cognos	Std	
200	Provides a set of standard "canned" reports - provide a list available out-of-the-box reports in the section most relevant to the report, in addition to BI reporting	Std	
201	Generates charts and graphs based on report data within the system	Std	
202	Provides summary-level reports with dynamic drill-down, sorting, and filtering capabilities	Std	
<i>Generate reports or data extracts directly to the following formats:</i>			
203	> HTML	Std	
204	> XML	Std	
205	> PDF (Adobe Acrobat)	Std	
206	> CSV	Std	
207	> MS Office (Word, Excel)	Std	
208	Provides ability to view previously generated reports by all users or by specific users	Std	
209	Allows scheduling reports to run automatically	Std	
210	Allows for reporting by exception	Std	
211	Allows print preview of all reports before printing and have print screen functionality	Std	
<i>Utilizes electronic spreadsheets to:</i>			
212	> Download information from the application	Std	
213	> Upload information into the application	Std	
<i>Provides for the following types of custom report writing tools that will use the application established security:</i>			
214	> User-friendly end-user report-writer	Std	

215	> Graphical report-writer	Std	
216	> Reporting from multiple databases	Std	
217	Allows system generated reports to be automatically emailed to predefined recipients. Emails shall contain links to location of reports rather than file attachments	Std	
218	Allows generated letters to cause other activities such as notes, email or tickler items	Std	
219	Provides real time reporting and inquiry	Std	
220	Allows customized reports that can extract information from several subsystems and produce them on the same report	Std	
221	Provides ability to have a separate reporting database	Std	
222	Provides ability to synchronize data from transaction/reporting database	Std	
223	Provides ability for system administrator to define the number of jobs that can executed at the same time	Std	
224	Provides ability for system administrator to purge jobs	Std	
225	Provides ability to print on specialized business forms	Std	
226	Provides ability to edit specialized business forms	Std	
227	Provides ability to drill down on on-line report/queries	Std	

Workflow (Technical)

228	Provide best practice workflow templates	Std	
229	Provides multiple approval paths based on item to be routed	Std	
230	Provides automated approval notification	Std	
231	Provides workflow tools that integrate with MS Exchange and MS 365 e-mail for automated notifications	Std	
232	Provides ability for a designated user to override particular workflow steps	Std	
233	Provides ability for the approver to see only items that need their approval	Std	
234	Provides ability for the secondary approver to see items needing approval when primary approver indicates he or she is unavailable (or system administrator indicates that approver is unavailable)	Std	
235	Provides ability to create custom workflows based on rules based tools	Std	
236	Provide an internal real-time message routing capability for broadcasting information to all or a selected portion of users	Std	
237	Provides ability to track documents submitted for approval and review with a time/date stamp	Std	
238	Allows for workflow management and approval hierarchies	Std	

Other

239	Provides ability to create custom fields	Std	
240	Provides ability to schedule batch processes for daily, weekly, monthly, etc. without ongoing intervention from administrator	Std	

241	Provides a reliable job scheduler, with audits/exceptions/notifications if jobs do not run as scheduled	Std	
242	Allows for parallel and sub process workflows	Std	
243	Provides ability to route to department/group and individual levels	Std	
244	Provides ability to have Integrated Credit Card Swipers	Std	
245	Identifies all 3rd party software and hardware requirements	Std	
246	Provides ability for administrative personnel to toggle features like web portal and turn components on and off	Std	
247	The system shall provide role-based security controls access to specific functions and data for users.	Std	
248	The system shall provide record ownership-based security controls access to specific functions for internal users	Std	
249	All systems should be managed through the standard of least privilege (NIST 800-53)	Std	
250	All City data must be processed, stored, transmitted and disposed of onshore (within the jurisdiction of the United States)	Std	



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Raftelis for Customer Information Software (CIS) Implementation Management Support Contract

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 276-2024
Work Session: September 30, 2024
First Reading: NA
Final Adoption: October 1, 2024
Staff Work By: IT Solutions Group
Presentation By: Floyd Bailey

Recommendation:
Approve the Resolution

Executive Summary:
The city previously contracted with Raftelis to help select a new customer information system (CIS) and a customer self-service (CSS) solution. Through a competitive process, the city selected Hansen to replace its legacy Central Square solution used for utility billing and utility customer portal. Raftelis proposes to provide additional project management, risk management, and ongoing consulting assistance to the city to support its successful CIS and CSS implementation. This scope of work is designed to provide continuing industry guidance and additional project management support to the city's implementation team during the Hansen system configuration, testing, training, and go-live for fifteen (15) months of the project implementation and for an additional three (3) months through the end of post-live support. The proposed tasks listed are in alignment with the Scope of Work provided by Hansen.

The proposal provided by Raftelis for the implementation management support is an estimated \$399,300.00 for an estimated 1320 hours.

Funding for this project is available and identified in GP2502. Account number 311-0000-601.90-03

- Attachments:**
1. Resolution
 2. Raftelis Proposal

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH RAFTELIS FOR CUSTOMER INFORMATION SOFTWARE IMPLEMENTATION MANAGEMENT SUPPORT CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, ON May 16, 2023, the board approved an agreement with Raftelis Financial Consultant for the development of a request for proposals for a customer information system vendor and vendor evaluation (Resolution No. 2023-242); and

WHEREAS, since that time, the city has worked with Raftelis Financial Services and has awarded the request for proposals for a customer information system (CIS) and staff has also determined that Raftelis has a software implementation management support that the city would like to utilize their program for software implementation; and

WHEREAS, the cost for the project oversight is in the total amount of \$399,300.00 and funding is available in GP2502.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the proposal for CIS Implementation Management Support Scope of Work Agreement with Raftelis Financial Services for the implementation of management support of the CIS system, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with proposal for CIS Implementation Management Support Scope of Work Agreement with Raftelis Financial Services for the implementation of management support of the CIS system, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

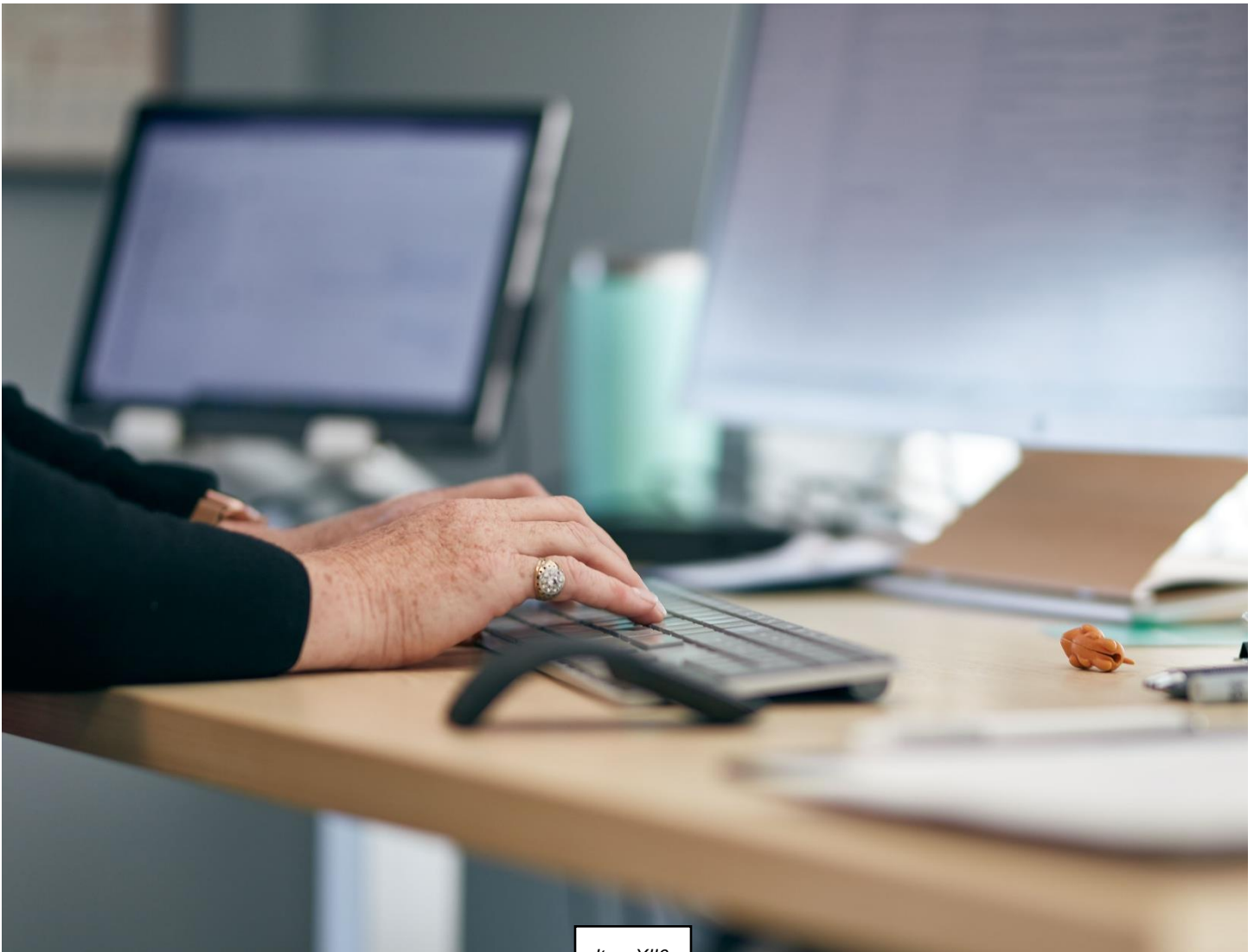
APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

City of Kingsport

Proposal for CIS Implementation Management Support

September 20, 2024



SCOPE OF WORK

The City of Kingsport (“City”) previously contracted with Raftelis to help select a new customer information system (“CIS”) and a customer self-service (“CSS”) solution. Through a competitive process, the City selected Hansen to replace its legacy Central Square solution used for utility billing and utility customer portal. In this scope of work (“SOW”), Raftelis proposes to provide additional project management, risk management, and ongoing consulting assistance to the City to support its successful CIS and CSS implementation. This scope of work is designed to provide continuing industry guidance and additional project management support to the City’s implementation team during the Hansen system configuration, testing, training, and go-live for fifteen (15) months of the CIS and CSS implementation project and for an additional three (3) months through the end of post-live support. The proposed tasks listed are in alignment with Hansen’s Scope of Work for ease of associating Raftelis’ proposed tasks and responsibilities to the overall scope and milestones of Hansen’s work effort.

1.1. CIS Implementation Project Oversight

Raftelis will work collaboratively with the City’s Project Manager and Hansen’s team to provide several important implementation support services on behalf of the City. Raftelis’ proposed implementation support effort includes the following tasks:

- Hansen vendor management
- Advisor on industry best practices based on American Water Works Association (AWWA) standards
- Risk and decision management
- Project scheduling and planning coordination
- Project management support for the City’s implementation requirements and processes
- Project management support for the system set-up and configuration

In addition, Raftelis will assist the City’s Project Manager with project planning logistics and advise on key decisions. Raftelis will facilitate communication and project activities with the City’s Steering Committee, Core Team, and Hansen’s Project Manager in performing the following project tasks.

- Evaluate Hansen’s deliverables and recommend acceptance by the City. If the deliverable is not deemed satisfactory, recommend corrective action to Hansen’s Project Manager
- Conduct and/or attend regular Project Status Meetings with the CIS project team during which scope, schedule, cost, and progress are compared to plans
- Review project communications
- Support the City’s management of the overall project scope, identify out of scope tasks, and initiate a change control process to generate change orders when needed
- Develop, document, track, and assist in driving the resolution of project risks and issues throughout the project, including assisting in escalation, when necessary, with the City and Hansen’s management team
- Review Hansen’s submittals including requirements and configuration documents for quality, provide constructive feedback, and make recommendations on disposition
- Help the City coordinate and manage Hansen’s activities, contract management and control, budget monitoring, invoice processing, schedule tracking, requests for information, change orders, and other tasks associated with project administration supporting the City’s Project Manager

- Guide the City's project team during ongoing business process development, data mapping, interface development, and module workshops
- Review project documentation and deliverables in a timely manner and allow the City's project team reasonable time for the review of documents
- Advise the City on key project activities including design, configuration, data migration, conversion, test plan development and test execution, report development, training materials development, go-live and post-live stabilization
- Develop an Organizational Readiness Plan to provide guidance and contingency plans to better manage the continuity of operations at Go-Live

Project Oversight Deliverables

- ✓ Attendance and participation in weekly and monthly Project Status meetings
- ✓ Review and provide feedback on Hansen's deliverables throughout the project
- ✓ Assist in the development of a comprehensive CIS Project Risk Log
- ✓ Ongoing project and system assessment
- ✓ Monthly Project Status Report of the project's progress
- ✓ Organizational Readiness Plan

Project Initiation

During the first step in the implementation process, Hansen proposes to create a detailed Implementation Plan that defines Hansen's approach and tasks for the CIS replacement. Raftelis will expand Hansen's Plan and Project Schedule into a Consolidated Implementation Plan that contains and ties the interdependencies of tasks for all parties (i.e., Hansen, the City, third-party vendors, Raftelis, etc.). This expanded Consolidated Implementation Plan will help guide the City and Hansen during the subsequent configuration, testing, training, and cutover of the new solution. The Consolidated Implementation Plan will be updated and maintained throughout the project as the overall roadmap.

Project Initiation Deliverables

- ✓ Review Hansen's Implementation Plan for CIS and the Project Schedule
- ✓ Develop a comprehensive Consolidated Implementation Plan
- ✓ Assist Hansen's and City's Project Managers with preparing for the Kickoff Meeting
- ✓ Attend the Project Kickoff Meeting

Application Prep & Training

Hansen proposes four (4) weeks of Core Team Training. During training, Hansen proposes to document any gaps in system functionality compared to the current business processes and requirements. Raftelis will attend the Core Team Training sessions to provide guidance to the City's team on industry best practices and hold Hansen accountable to the functionality represented as standard in their RFP response. In addition, Raftelis will document scenarios that should be developed into testing scripts.

Application Prep & Training Deliverables

- ✓ Attend Core Team training
- ✓ Provide guidance to the City on best practices

Item XII.6.

- ✓ Document scenarios and use cases for test script development

Configuration Workshops

Raftelis will actively participate in Hansen's Configuration Workshops side-by-side with the City to carefully define its future vision, core To-Be business processes, detailed system interfaces, field mobility, historical data conversion, testing strategies, acceptance procedures, and cutover strategies. Raftelis will help embed the City's desired To-Be state in Hansen's planning processes and challenge any urge to design to the 'status quo,' while also understanding that change is not required for all processes. Throughout Hansen's Configuration Workshops, our resources will provide information about current industry best practices, improving customer engagement, and helping the team achieve results that will be efficient and effective in utilizing their new CIS.

Configuration Workshops Deliverables

- ✓ Participate in Hansen's Configuration Workshops
- ✓ Provide the City with suggested best practices to be implemented during the workshops
- ✓ Assist the City in aligning the solution's recommendations with Hansen's SOW and the City's project vision
- ✓ Review and comment on Hansen's business process documents

Legacy Data Conversion

Hansen will deliver a Data Conversion Plan that contextualizes the conversion methodology for the non-technical audience. It is typically a key deliverable that explains how the City will be confident that all relevant data is converted accurately at go-live. Raftelis will review and comment on Hansen's Data Conversion Plan for the City. As part of Data Conversion Plan, Raftelis will assist the City in determining the right amount and types of data to convert as a part of the data conversion. There will need to be several validation points from both the City's data extract and from Hansen once the data is loaded to verify that the data has come across cleanly and accurately. Raftelis will support both the City and Hansen to determine what data points need to be compared to confirm a successful conversion from the current utility billing system to the new CIS. Comparing the two sets of validation points will be an interactive process, with data cleansing on the part of the City and conversion scripting on the part of Hansen to attain a clean conversion before going into final test phases.

Legacy Data Conversion Deliverables

- ✓ Review and provide feedback on the Data Conversion Plan
- ✓ Assist the City and Hansen in determining validation parameters so that all expected data is converted

User Interface (UI) Configuration

Hansen will facilitate a User Interface ("UI") Workshop with City staff and have included up to 100 hours of UI configuration as part of their SOW. Raftelis will attend the UI Workshop and provide additional guidance to the City on best industry practices. We will also review and provide feedback on the requirements document. Hansen has previously assured the City that 100 hours should be sufficient for UI configuration. As the hours are used, close management of change requests will be required to avoid an overrun. Raftelis will provide this oversight and guidance for the City to navigate and prioritize late changes.

UI Configuration Deliverables

- ✓ Attendance at UI Workshop
- ✓ Review of Hansen's requirements document
- ✓ Provide guidance for prioritizing changes to avoid hour overrun

Integration Workshops & Development

This CIS implementation includes building new interfaces with other City and third-party systems. Hansen's contract will identify roles and responsibilities for implementing all system interfaces. The City will be responsible for the third-party interface creation from its side, with Hansen providing interface work and information from their system. Raftelis will work with the City's staff to help manage and execute the integrations to the various third-party systems. Raftelis will actively participate in the Interface Design Workshops, review the interface design documents, and work collaboratively with the City and vendors for a successful outcome. Raftelis will also assist the City with identifying the required integration points, data requirements, frequency, and other important integration aspects so that the desired integrations are established, tested, and ready for system go-live.

Integration Workshops & Development Deliverables

- ✓ Attendance at Interface Design Workshops
- ✓ Review and provide feedback on requirements documents
- ✓ Work collaboratively with Hansen, City staff, and third-party vendors to help manage and execute the integrations to the various third-party systems

Reporting

Reporting is a critical need in any CIS implementation and Raftelis will help the City assess and develop approaches for achieving its reporting needs. Specifically, Raftelis will help determine when it is appropriate to adopt more dynamic queries, reports, and dashboards that will be the most useful to the City rather than replicating existing reports. Raftelis will provide key experience and best practices for reports that will improve the ability of the City to manage its business more effectively and efficiently.

Reporting Deliverables

- ✓ Assist in identifying enhanced reports
- ✓ Review report development and testing in a timely manner

End User Training

Effective end-user training is critical to the overall success of the project. Often, the requisite training sessions get delayed or accelerated resulting in lower user acceptance. It is expected that all end user training will be provided by Hansen for all users. In our experience, it is much more effective to have a collaborative training effort led by the vendor and with the assistance of key core team project members who have tested the system and know the business processes. Raftelis will work with the City and Hansen so that all users get the proper training before CIS go-live.

Raftelis will work with the City to coordinate the training schedule, resources, and facilities to conduct the various CIS vendor training sessions. This will be a complex effort across multiple departments and several levels of end users. Raftelis will assist in creating and filling in a training matrix to organize and manage this effort. Raftelis will

assist the City's Project Manager in monitoring the progress of the training and design appropriate corrective actions as necessary.

End User Training Deliverables

- ✓ Assist the City in planning and coordinating the agendas and schedules so that all end users receive adequate training
- ✓ Assist the City in monitoring the progress of training and design appropriate corrective actions as necessary
- ✓ Check that all users are properly trained before Go-Live by reviewing attendance sheets and test results

Cutover Planning/Development, Mock Go-Lives & Go-Live Cutover

The creation of a cutover strategy and a comprehensive detailed cutover schedule of activities is crucial to preparing for going live. The planning and creation of the schedule is a joint effort of all the stakeholders involved. The plan will contain tasks that will be a part of the go-live process to make the go-live a much more predictable and stable process. The Cutover Strategy will be used in practice two 'mock' go-lives prior to the actual move to production. Each task will have owners, expected times, and clear points of communication between members of the team. Raftelis will lead the effort to create a comprehensive Cutover Strategy, thereby reducing risk and providing a clear map and expectations for go-live. Raftelis will participate in two mock go-lives to simulate the tasks and timeline of the actual go-live. These will be conducted over a weekend and run in a 24/7 timeframe. We will also be onsite for the go-live transition to assist the City in a smooth cut over.

Cutover Planning/Development, Mock Go-Lives & Go-Live Cutover Deliverables

- ✓ Review and provide feedback on Hansen's Cutover Strategy
- ✓ Manage the adherence to the Cutover Strategy during two mock go-lives
- ✓ Manage the adherence to the Cutover Strategy during go-live
- ✓ Onsite management and support of go-live
- ✓ Issue escalation and contingency plan activation

Post Go-Live Support (Heightened Support)

Raftelis will provide post go-live support services after the successful CIS implementation. Raftelis Project Management services are designed to assist, advise, augment, and support the City's Project Manager and Core Team through the post-live business transformation. Raftelis Project Manager will facilitate project communication and management activities among the various stakeholders in performing the following tasks.

- Guide the City's project team during the stabilization period of the project
- Assist the team in prioritizing activities in the post-live phase for 3 months
- Assist the vendor in prioritizing the items they are responsible for completing
- Managing the effort to reduce the number of active open incidents being tracked in the post-live phase
- Communicate status and escalation issues to the City's and Hansen's management team

Several common tasks that are typically in this phase include supplemental end user training, planning for future system interfaces, refinement of implemented business processes and workflows, tracking and resolution of system issues, and vendor support coordination. At the successful project conclusion, Raftelis

will develop and review project close-out documentation including a Consolidated Final Report, documentation of lessons learned, and signed agreements on all phases of the project.

- Formal Project Acceptance Checklist that will include acceptance by the City's Project Manager including final Risks and Issue Logs
- Lessons learned from the implementation process
- Consolidated Final Report

Heightened Support Deliverables

- ✓ Bi-weekly Management Status meetings
- ✓ Weekly Core Team meetings
- ✓ Weekly meetings with Hansen
- ✓ Issues resolution and end user support for post live phase
- ✓ Project Acceptance Checklist
- ✓ Project Close-out Plan
- ✓ Lessons Learned Report
- ✓ Consolidated Final Report

1.2. Data Conversion Services

Accurate and complete data are essential for the function of the CIS. Our team has hands-on experience working in a variety of information systems. We can help the City understand the data needs and challenges by providing data analysis, extraction, cleanup, transformation, and quality control of the City's data. Please note that conversion projects typically require several rounds of extraction, conversion, upload, and validation to successfully migrate the desired City data and therefore this process may be repeated several times during a project.

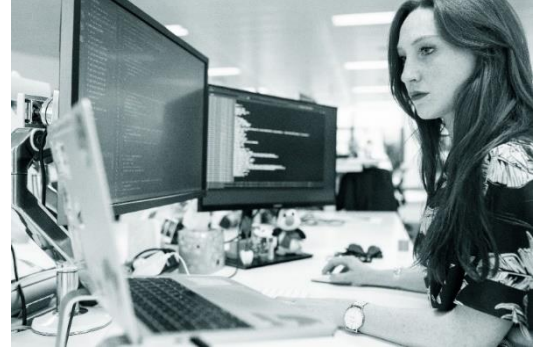
A. Discovery and Analysis

We typically meet with the City's IT staff and conversion team and ask a series of questions to get an idea of where data is located, what the data structure is, and what documentation exists to inform the conversion effort. Through discussions with staff, we gain an understanding of the quality and limitations that currently exist in the data. We work closely with the City's IT department to gain access to the new system, followed by an extensive review of the City's data. Based on feedback received during the discovery phase, the team analyzes the data and documents the current data structure, comparing actual data with input received from CIS users and administrators.

The data cleansing effort usually begins at the start of the project and continues throughout. Based on the desired approach, Raftelis may investigate data issues already identified by City staff and can also run a series of tests to identify additional data issues. Raftelis may provide lists of data edits for City staff to apply manually in the billing system or can offer solutions for applying updates in bulk, such as the Microsoft Playwright tool. The approach may vary depending on whether edits are made inside the existing billing system or in database format and is largely dependent on the individual needs of the project.

B. Mapping Old Data to New

Working with Hansen, we wish to gain a deep understanding of the data environment in the new CIS (i.e., database schema, cloud-based versus on-premise, etc.) and its data migration requirements. We work collaboratively to help reach an agreement with the City and Hansen on what data and elements should be converted from the old system. We also assist the City and Hansen reach an agreement on how many years of data should be converted. These decisions are documented to lay a foundation for the following tasks.



Based on the requirements for the new system, we can help identify what data tables, columns and fields need to be converted, what the source of the data element is, and what its destination will be in the new system. We have found it very useful to create documentation for every data element to be converted. In an example scenario, accounts data may be fifty (50) fields in the old CIS which need to be mapped to twenty (20) fields in the new system.

C. Data Transformation Queries

Informed by the above analyses, our team can plan and write data queries to transform each data element into the new format using the data element name and location in the City's database. These queries can then be executed to reformat and repackage the data using the specifications provided by the CIS vendor. This will result in transformed CIS data files that can be loaded into the target environment. In certain systems, the data may be able to stay in a slightly modified database format and can be imported directly to the new CIS.

D. Data Validation in New System

The last phase involves performing a suite of tests and checks to check that data is correctly mapped in the new system. Our team can compare the new and old systems to check that the data matches individual customer accounts and will also perform systemwide checks (e.g., GL balancing) along with the vendor data conversion specialist to compare the migrated data with the legacy system.

1.3. CIS Test Management

Raftelis can support the City's testing effort by working with Hansen and the City staff to enhance the standard product test scenarios to meet the specific needs of the City's CIS business processes. Raftelis can assist in managing the City's effort to execute these test scenarios for the CIS business processes and associated interfaces. Raftelis can assist the City and Hansen in creating realistic and comprehensive test plans that will define procedures to guide the City during all phases of testing. Performance testing may also be included in the Test Plan, to be executed during the latter phases of testing.

Raftelis will provide the City with a Test Manager to support the City during the testing process and help manage the comprehensive testing of the Hansen product prior to implementation. This can be accomplished through a combination of onsite and remote support. Raftelis can review and contribute to Hansen's Test Plan to help guide its development based on the City's desired 'to be' business processes and requirements defined during Hansen's Configuration Workshops.

Raftelis can also develop a list of core scenarios and 'day-in-the-life' scenarios with the City's project team that will help the City determine pass/fail criteria. This approach provides comprehensive testing of the business processes and functional requirements. Each test cycle should have validated testing exit and

entrance criteria in the vendor contract that determine if the testing phase is complete, and the system is ready for the next cycle of testing. Each of the Pass/Fail criteria items can be presented to and approved by the City's Project Manager and documented in the Test Plan.

Issues found during testing need to be documented, prioritized and tracked to resolution as part of effective test management. The Raftelis Test Manager will track, advise, and assist in managing the issues for the City. Raftelis' business and technological expertise allows our Test Manager to guide the City and Hansen to the best resolution, not just the easiest for the vendor.

Test Management Deliverables

- ✓ Assist in the Test Plan development for all phases of testing
- ✓ Assist in development of Test Scenario and Script Development
- ✓ Track testing and progress toward exit and entrance criteria
- ✓ List of core scenarios and 'Day-in-the-Life' scenarios
- ✓ Tracking and prioritization of issues to resolution

PROJECT SCHEDULE

Raftelis' schedule of providing services to the City is dependent on Hansen's project schedule. As stated above, Raftelis will provide consulting services to the City to assist with the implementation of the Hansen CIS and CSS solution. Raftelis does not make any representations or warranties with respect to the operation or effectiveness of Hansen's software solution. Raftelis is not responsible for impacts and/or delays to Hansen's project schedule due to circumstances or actions by others outside of our control.

PROJECT FEES

The total estimated fees to provide the above scope of services within this proposal is \$393,725 and includes all professional fees and anticipated project expenses. Raftelis' services will be billed to the City monthly on a time and materials basis up to the not-to-exceed contract limit.

The table below provides an estimate of the allocation of resources amongst the tasks outlined above. However, since there is uncertainty as to the actual level of support required within each task, Raftelis reserves the right to shift hours between tasks.

Activity	CIS Implementation Support					SubTotal Hours	Subtotal Fees	Travel	Total
	PM	Program Mgr	Data Specialist	Test Manager					
	\$ 250	\$ 275	\$ 275	\$ 250					
Project Oversight	260	90	0	0	350	\$ 89,750	\$ 12,000	\$ 101,750	
Project Initiation	32	8	0	0	40	\$ 10,200	\$ 3,000	\$ 13,200	
Initial Planning and Document Review	24	0	0	0	24	\$ 6,000		\$ 6,000	
Kickoff Meeting	8	8	0	0	16	\$ 4,200	\$ 3,000	\$ 7,200	
Summary	32	8	0	0	40	\$ 10,200	\$ 3,000	\$ 13,200	
Application Prep and Training	96	24	0	0	120	\$ 30,600	\$ 6,000	\$ 36,600	
CIS Core Team Training	96	24	0	0	120	\$ 30,600	\$ 6,000	\$ 36,600	
Summary	96	24	0	0	120	\$ 30,600	\$ 6,000	\$ 36,600	
Configuration Workshops & Consulting	100	16	0	0	116	\$ 41,900	\$ 6,000	\$ 47,900	
Workshops	100	16	0	0	116	\$ 29,400	\$ 6,000	\$ 35,400	
Document Review	50	0	0	0	50	\$ 12,500		\$ 12,500	
Summary	100	16	0	0	116	\$ 41,900	\$ 6,000	\$ 47,900	
Data Conversion Services	52	0	216	0	268	\$ 72,400	\$ 4,500	\$ 76,900	
Data Analysis and Mapping	16	0	48	0	64	\$ 17,200	\$ 1,500	\$ 18,700	
Data Extracts and Validation (up to 6)	36	0	120	0	156	\$ 42,000	\$ 1,500	\$ 43,500	
Go Live Cutover	0	0	48	0	48	\$ 13,200	\$ 1,500	\$ 14,700	
Summary	52	0	216	0	268	\$ 72,400	\$ 4,500	\$ 76,900	
Test Management	0	0	0	188	188	\$ 47,000	\$ 6,000	\$ 53,000	
Test Planning	0	0	0	34	34	\$ 8,500	\$ 1,500	\$ 10,000	
Test Preparation (Script and Scenario Development)	0	0	0	34	34	\$ 8,500	\$ 1,500	\$ 10,000	
Test Execution and Issue Management	0	0	0	120	120	\$ 30,000	\$ 3,000	\$ 33,000	
Summary	0	0	0	188	188	\$ 47,000	\$ 6,000	\$ 53,000	
Cutover Planning/Development, Mock Go-Lives & Go-Live									
Cutover	120	36	0	0	156	\$ 39,900	\$ 6,000	\$ 45,900	
Mock Go-Live #1	40	2	0	0	42	\$ 10,550	\$ 1,500	\$ 12,050	
Mock Go-Live #2	40	2	0	0	42	\$ 10,550	\$ 1,500	\$ 12,050	
Go-Live	40	32	0	0	72	\$ 18,800	\$ 3,000	\$ 21,800	
Summary	120	36	0	0	156	\$ 39,900	\$ 6,000	\$ 45,900	
Post-Live Support	60	22	0	0	82	\$ 21,050	\$ 3,000	\$ 24,050	
Month 1	30	10	0	0	40	\$ 10,250	\$ 3,000	\$ 13,250	
Month 2	20	8	0	0	28	\$ 7,200		\$ 7,200	
Month 3	10	4	0	0	14	\$ 3,600		\$ 3,600	
Summary	60	22	0	0	82	\$ 21,050	\$ 3,000	\$ 24,050	
Summary	720	196	216	188	1320	\$ 352,800	\$ 46,500	\$ 399,300	

It has been our pleasure working with Kingsport on past and current projects, and we look forward to the opportunity to support the City in this engagement. If the terms of this engagement are acceptable, please sign in the space below and return a copy of the letter for our files. Should you have any questions or concerns regarding the contents of this Scope of Services, please do not hesitate to contact me at 860.405.6474 or kwillis@raftelis.com.

We accept the terms of this Scope of Services:

Signature	Date
Title	Name of authorized agent

APPENDIX - ADDITIONAL INNOVATIVE SERVICES (OPTIONAL)

If desired by the City, Raftelis can provide optional value-added services throughout the Hansen CIS implementation. The optional services offered below include automated user acceptance testing, business process documentation services, and organizational change management (“OCM”). Each of these services complement and free up key City staff, allowing them to focus on their primary workloads and decision making during the CIS implementation.

As stated, the services described below are optional and have purposefully not been included in Raftelis’ project fees detailed above. If there is interest within the City for part or all of these optional services, Raftelis can provide a separate quote to the City for its consideration. No optional work will be performed without prior written consent of both the City and Raftelis.

Automated User Acceptance Testing (UAT)

UAT for CIS solutions can be a challenging, labor-intensive, and a manual process that takes staff away from their dedicated core business functions. By using advanced screen-mapping technologies, we can run tests and validation across any web-based CIS solution. This technology interacts with the user interface the same way a typical CIS user would. Tests that normally take many hours to perform manually can be executed in seconds with meaningful results. This allows the City’s staff to have input on the testing process while focusing on supporting the everyday City’s operations.

A. Identify the Testing Domain and Mapping

We can work with Hansen to attain access to the CIS test environment. In collaboration with the City and Hansen, we can then develop and agree upon a suite of test cases and workflows that align with the City’s typical business and customer service processes. The tests would interact with a wide range of screens, systems, fields, and data for maximum system coverage. These may be a combination of unit testing and complex, integrated testing. We design and publish metrics to assess the portion of the system that is being tested under the selected test cases to agree upon an ideal percent coverage goal. These metrics can assist with progress reporting during the project. Additional tools that utilize statistical methods, such as Microsoft’s Pairwise Independent Combinatorial Tool (PICT), can be used to dramatically improve the efficiency of test case generation while increasing coverage.

For each scenario, we can map out the screens accessed, and use code to define the configuration of these screens including the names and locations of fields and buttons. For each test case and workflow identified by the City and Hansen, we commonly analyze the order of actions performed, such as buttons clicked. We write code to perform these actions, building upon the screen mapping effort which assigned names and locations to interaction points on each screen.

We then translate the code developed for each screen and action into sets of plain English text called scenarios. These scenarios can be modified or duplicated by non-technical staff because they are written in plain English which allows business users like a CSR Supervisor to participate in creating test cases/scenarios. Cases may be structured to incorporate various data elements and allow for applying data arrays for appropriate test coverage of system functionality. Scenarios can also be repurposed for training because they describe the intended behavior of a variety of system functions. As the set of scenarios is developed, easy-to-understand system documentation is created effortlessly as a byproduct, since the scenarios are guaranteed to always be up to date with the current state of the system.

B. Compile Test Data and Execute Tests

We can help to identify test cases that require an array of data. In collaboration with the City, we can jointly develop test data which will be entered into the system by the tool. The fields and data are dependent on the requirements for the test case (e.g., fields to generate a custom letter). The amount of data is based on the percent coverage desired for the test case, agreed upon during the test case development phase. Large volumes of records can be processed by this tool for maximum coverage.

We can execute the scenarios developed above using the Microsoft Playwright tool. As these scenarios will be saved after development, they can be executed multiple times during an implementation project, such as after each data conversion to provide regression testing results.

We can also provide tracking of tests executed, positive or negative results, and documentation on points of failure for negative results, which will apply to Hansen. These results are then used for progress reporting and tracking. The tool can identify exactly what step in a scenario caused a negative result which can help the vendor or staff identify exactly what data or code will need to be modified to achieve the desired result.

C. Testing for Maintenance and Upgrades

Tests developed during this process may be retained and applied during future updates to the system to identify changes, which may result in bugs or issues, or modification of test cases. This improves the return on investment (“ROI”) of this tool as UAT takes less manual effort throughout the maintenance lifecycle of the CIS.

Business Process Documentation Services

Documentation of ‘To Be’ business processes is a critical task for the City to ensure their users know how to use the system, how to troubleshoot issues, where decision points are in how to handle processes and accounts, etc. This process is often pushed off during a large, complex CIS implementation, and does not get completed in an effective fashion before go-live. Our experience in business process analysis and documentation can help us to be very efficient and effective in completing these documents, working with both the product experts (Hansen) and the City process experts (City staff). We can create an estimate based on the amount of assistance the City would like to have in completing business process documentation as we proceed through the project.

Organizational Change Management (OCM) and Communications

This CIS transformation project will present the City with many challenges. To realize the full potential of the City’s investment in this upgrade, it is essential that organizational change management (“OCM”) be effectively addressed. Effective organizational change involves preparing staff to perform the new business processes, modifying job responsibilities as needed, and full implementation of the software’s new capabilities.

Raftelis collaborates with its clients to provide the participating staff with the requisite tools, strategies, and methodologies to embrace the new CIS solution. Raftelis can help establish the City’s OCM vision and program for this important project and brainstorm actions for optimum end-user adoption. Raftelis can document the results of this effort and help train the project core team on the specific OCM approach. After the OCM Workshop is completed, Raftelis typically provides monthly updates and revisions to the City as needed and facilitates resolution of identified change issues.

Raftelis also leverages our internal strategic communications practice to publicize the City's project vision and help the message reach the right people inside the organization. These additional strategic communication services are designed to further support the City in effectively communicating both internally and externally, highlighting the project's transformative aspects and benefits.

OCM DELIVERABLES:

- ✓ Raftelis will lead OCM Workshop
- ✓ Raftelis will collaborate with your team to establish an OCM vision
- ✓ We will provide an OCM Plan
- ✓ Train the project Core Team on the specific OCM approach
- ✓ Provide monthly updates and revisions to the City as needed and facilitate resolution of identified change issues
- ✓ Review and address the project communication needs



AGENDA ACTION FORM

Consideration of a Resolution to Amend Employment Verification Policy #25

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-268-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:
Approve the Resolution.

Executive Summary:
This policy change updates that any information relevant to a current or former employee such as position/title, salary, dates of employment, shall only be shared by the Human Resources Department. Additional information that may be shared by the Human Resources department would include any employment training or contractual agreements in place.

Attachments:
Resolution
Employment Verification Policy #25 – Draft

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2023-069
REGARDING THE CITY OF KINGSPORT PERSONNEL
POLICY #25-EMPLOYMENT VERIFICATION

WHEREAS, the city adopted Employment Verification Policy Resolution No. 2009-176, effective February 18, 2009; and

WHEREAS, the city amended the Employment Verification Policy Resolution No. 2023-069, effective September 13, 2022; and

WHEREAS, the city would like to amend the Employment Verification Policy to promote the efficient operation of the city.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Resolution No. 2023-069 amending the Employment Verification Policy is amended by substituting the following in place of the existing policy in its entirety:

All requests for employment verification for all current and former employees, including but not limited to position/title, salary, dates of employment and any disciplinary actions, shall be referred to the Human Resources Department.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



SECTION NO: 25 SUBJECT: Employment Verifications	REPLACES/AMENDS: Employment Verifications, Effective September 13, 2022 (Res. No. 2023-069)
RESOLUTION NUMBER:	EFFECTIVE DATE: October 1, 2024

All requests for employment verification for all current and former employees, including but not limited to position/title, salary, dates of employment, and any disciplinary actions, shall be referred to the Human Resources Department.

Employment Verifications Policy



AGENDA ACTION FORM

Consideration of a Resolution Ratifying an Amendment for the Waterline Upgrades for the Sullivan County Water Project

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-269-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Procurement
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On August 6, 2024 the Board of Mayor and Alderman awarded construction contract to Traxon Construction for waterline upgrades for the Sullivan County Water Project. This project is partially funded by Sullivan County American Rescue Plan Funds. The Tennessee Department of Environment and Conservation (TDEC) is requesting termination for cause and convenience language be added to the existing agreement in order to be in compliance with Federal requirements.

If approved the mayor's signature will be ratified for the Amendment to the Waterline Upgrades for the Sullivan County Water Project.

Attachments:

- 1. Resolution
- 2. Amendment

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYORS SIGNATURE ON AN AMENDMENT TO THE AGREEMENT WITH TRAXON CONSTRUCTION INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on August 6, 2024 the board awarded construction contract to Traxon Construction Inc., for waterline upgrades for the Sullivan County Water Project (Res. No. 2025-023); and

WHEREAS, since that time, the Tennessee Department of Environment and Conservation (TDEC) is requesting an amendment to add termination for cause and convenience language to the existing agreement in order to be in compliance with Federal requirements.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Amendment Number 1 to Contract with Traxon Construction, Inc., executed on September 20, 2024, is approved and the board hereby ratifies the mayor's execution of Amendment Number 1 to Contract.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport Amendment Number 1 to Contract with Traxon Construction, Inc., to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AMENDMENT NUMBER 1 TO CONTRACT

Amendment Number 1 to the contract effective August 08, 2024, by and between the City of Kingsport ("CITY") AND Traxon Construction, Inc. 435 Painter Road, Fall Branch, Tennessee 37656, United States.

TERMINATION FOR CONVENIENCE

Section 9 "Termination for Convenience" shall be added to read as follows:

SECTION 9. TERMINATION FOR CONVENIENCE. The Contract may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE

Section 10 "Termination for Cause" shall be added to read as follows:

SECTION 10. TERMINATION FOR CAUSE.

- A.** The City may terminate the Contract if the Contractor
- (a)** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - (b)** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - (c)** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - (d)** otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons described exist, the Owner, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

(a) Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

(b) Accept assignment of subcontracts; and

(c) Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. When the City terminates the Contract for one of the reasons stated in Section 1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

D. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract. All other terms and conditions of the Agreement shall remain in full force and effect and shall control over any terms and conditions contained within this Amendment No. 1.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**AMENDMENT NUMBER 1
TO CONTRACT**

Amendment Number 1 to the contract effective August 08, 2024, by and between the City of Kingsport (“CITY”) AND Traxon Construction, Inc. 435 Painter Road, Fall Branch, Tennessee 37656, United States.

TERMINATION FOR CONVENIENCE

Section 9 “Termination for Convenience” shall be added to read as follows:

SECTION 9. TERMINATION FOR CONVENIENCE. The Contract may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE

Section 10 “Termination for Cause” shall be added to read as follows:

SECTION 10. TERMINATION FOR CAUSE.

A. The City may terminate the Contract if the Contractor

- (a) repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- (c) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (d) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons described exist, the Owner, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- (a) Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of subcontracts; and
- (c) Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. When the City terminates the Contract for one of the reasons stated in Section 1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

D. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

All other terms and conditions of the Agreement shall remain in full force and effect and shall control over any terms and conditions contained within this Amendment No. 1.

TRAXON CONSTRUCTION, INC.

CITY OF KINGSPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Accept an Easement from the State of Tennessee for a Waterline Installed in Warrior’s Path State Park

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-272-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Chad Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In 2019, as part of a \$6.8 million improvement project at Warrior’s Path State Park, the State of Tennessee requested that the City install a larger waterline on park property to serve their new marina and recreation building. The waterline was needed to provide adequate fire service to those buildings. Construction of this waterline was funded jointly by the City of Kingsport and Sullivan County. We installed the waterline in 2022 and it is now in service.

The State of Tennessee has provided a permanent utility easement for this public waterline on State property for the Mayor’s signature.

Attachments:

- 1. Resolution
- 2. Easement Agreement
- 3. Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A UTILITY AND ACCESS EASEMENT AGREEMENT WITH THE STATE OF TENNESSEE FOR A WATERLINE INSTALLED IN WARRIOR'S PATH STATE PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2019, the city was requested to install a larger waterline on Warrior's Path State Park property to serve their new marina and recreation building; and

WHEREAS, the waterline was installed in 2022, and the State of Tennessee has provided a permanent utility easement for this public waterline on State property.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Utility and Access Easement Agreement with the State of Tennessee for a waterline on Warrior's Path State Park property to serve their new marina and recreation building is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Utility and Access Easement Agreement with the State of Tennessee for a waterline on Warrior's Path State Park property to serve their new marina and recreation building, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

UTILITY AND ACCESS EASEMENT AGREEMENT TR# 23-03-003

This Utility and Access Easement Agreement ("**Easement Agreement**") is made and entered into by and between the **STATE OF TENNESSEE ("GRANTOR")** and **CITY OF KINGSPORT ("GRANTEE")**.

WITNESSETH

The GRANTOR, for and in consideration of mutual benefits which will accrue to the GRANTOR and the general public, and the covenants, agreements, conditions and understandings to be performed and observed by the GRANTEE, as hereinafter set forth, does hereby grant unto the GRANTEE, its successors and assigns, a permanent utility easement to construct, operate, maintain, repair, replace and inspect utility facilities (collectively, the "Easement"), located at 490 Hemlock Road, Kingsport, Sullivan County, Tennessee (the "Easement Area"). The Easement Area is more particularly described on Exhibit A as a 15' wide easement consisting of 21,876 square feet, and on Exhibit B as a 15' wide easement consisting of 12,937 square feet, and the Easement Area is depicted on Exhibit C. Unless noted otherwise in the Easement Area, it is agreed that the Easement Area shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement.

This area being a portion of the property conveyed to the State of Tennessee and recorded in deeds of record in Deed Book 134A, Page 466 and Deed Book 143A, Page 193 in the Register's Office of Sullivan County, Tennessee.

Now, therefore, the PARTIES for themselves, their successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that:

1. Neither the GRANTOR nor the GRANTEE shall bear any liability for losses, expenses, injuries, damages, or attorney's fees arising out of the acts or omissions of the other party related to said Easement.

2. The GRANTEE, its successors and approved assigns, shall maintain adequate public liability insurance, which may include self-insurance, and provide satisfactory evidence of such protection to the GRANTOR (upon the GRANTOR's request) with monetary limits of the GRANTEE's insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20- 101, et seq., as it may be from time to time amended. The GRANTEE's successors and assigns agree to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the GRANTOR's liability under the Tennessee Claims Commission Act, T.C.A § 9-8-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the GRANTOR.

3. The GRANTEE agrees to replace any affected fences, restore grade, seed, and straw in the Easement Area to as good or better condition as before the construction of the utility line or system to be constructed pursuant to this Easement Agreement.

4. a. The GRANTOR understands and agrees that GRANTEE has the right to keep the Easement Area free and clear of buildings, trees, and anything else that interferes with the installation, maintenance, and use of the utility lines on the Easement Area. In the interest of utility system safety, integrity and reliability, the GRANTOR agrees to allow GRANTEE to remove tree limbs, vines, and other vegetation to a minimum distance of 5' on each side of the utility facilities and lines installed across the Easement Area. The Easement Area will not be used for anything that in the judgment of GRANTEE might endanger or interfere with the use and operation of the utility facilities that are placed on the Easement Area. In this regard, the GRANTOR specifically agrees that no permanent structure will be erected on the Easement Area and that the GRANTOR will be responsible for the cost of removal if any such structure is erected in violation of this agreement.

b. The ground level of the Easement Area will not be changed without GRANTEE'S written approval in advance. Approval shall not be unreasonably withheld by GRANTEE.

5. GRANTEE shall have the reasonable right of ingress and egress over all adjacent land owned by the GRANTOR in the exercise of all rights reasonable and properly incident to the rights hereby expressly granted.

6. If at any time this Easement ceases to be used for the purpose stated herein, the Easement shall terminate.

7. The GRANTOR reserves the right to require GRANTEE to relocate the utility line or system constructed pursuant to this Easement Agreement at any time at the GRANTOR'S expense on the condition that GRANTOR shall provide GRANTEE reasonable notice of the need to relocate and shall provide GRANTEE with a substitute easement on the subject parcel that meets the engineering requirements of the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as duly authorized officials of the respective parties hereto as of this the day of

2024.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

This Instrument Prepared By:
State of Tennessee
Real Estate Asset Management
312 Rosa L. Parks Ave, 24th Floor
Nashville, Tennessee 37243-1102

Sullivan County
Portion of Tax Map & Parcel No.
092 033.00 and Portion of Tax Map
092 Parcel 034.00

UTILITY AND ACCESS EASEMENT AGREEMENT

TR# 23-03-003

This Utility and Access Easement Agreement (“**Easement Agreement**”) is made and entered into by and between the **STATE OF TENNESSEE (“GRANTOR”)** and **CITY OF KINGSPORT (“GRANTEE”)**.

WITNESSETH

The GRANTOR, for and in consideration of mutual benefits which will accrue to the GRANTOR and the general public, and the covenants, agreements, conditions and understandings to be performed and observed by the GRANTEE, as hereinafter set forth, does hereby grant unto the GRANTEE, its successors and assigns, a permanent utility easement to construct, operate, maintain, repair, replace and inspect utility facilities (collectively, the “Easement”), located at 490 Hemlock Road, Kingsport, Sullivan County, Tennessee (the “Easement Area”). The Easement Area is more particularly described on Exhibit A as a 15’ wide easement consisting of 21,876 square feet, and on Exhibit B as a 15’ wide easement consisting of 12,937 square feet, and the Easement Area is depicted on Exhibit C. Unless noted otherwise in the Easement Area, it is agreed that the Easement Area shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement.

This area being a portion of the property conveyed to the State of Tennessee and recorded in deeds of record in Deed Book 134A, Page 466 and Deed Book 143A, Page 193 in the Register’s Office of Sullivan County, Tennessee.

Now, therefore, the PARTIES for themselves, their successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that:

1. Neither the GRANTOR nor the GRANTEE shall bear any liability for losses, expenses, injuries, damages, or attorney’s fees arising out of the acts or omissions of the other party related to said Easement.
2. The GRANTEE, its successors and approved assigns, shall maintain adequate public liability insurance, which may include self-insurance, and provide satisfactory evidence of such protection to the GRANTOR (upon the GRANTOR’s request) with monetary limits of the GRANTEE’s insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq., as it may be from time to time amended. The GRANTEE’s successors and assigns agree to maintain public liability insurance with the limits of said insurance to

- be no less than the exposure and limits of the GRANTOR's liability under the Tennessee Claims Commission Act, T.C.A § 9-8-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the GRANTOR.
3. The GRANTEE agrees to replace any affected fences, restore grade, seed, and straw in the Easement Area to as good or better condition as before the construction of the utility line or system to be constructed pursuant to this Easement Agreement.
 4. a. The GRANTOR understands and agrees that GRANTEE has the right to keep the Easement Area free and clear of buildings, trees, and anything else that interferes with the installation, maintenance, and use of the utility lines on the Easement Area. In the interest of utility system safety, integrity and reliability, the GRANTOR agrees to allow GRANTEE to remove tree limbs, vines, and other vegetation to a minimum distance of 5' on each side of the utility facilities and lines installed across the Easement Area. The Easement Area will not be used for anything that in the judgment of GRANTEE might endanger or interfere with the use and operation of the utility facilities that are placed on the Easement Area. In this regard, the GRANTOR specifically agrees that no permanent structure will be erected on the Easement Area and that the GRANTOR will be responsible for the cost of removal if any such structure is erected in violation of this agreement.

b. The ground level of the Easement Area will not be changed without GRANTEE'S written approval in advance. Approval shall not be unreasonably withheld by GRANTEE.
 5. GRANTEE shall have the reasonable right of ingress and egress over all adjacent land owned by the GRANTOR in the exercise of all rights reasonable and properly incident to the rights hereby expressly granted.
 6. If at any time this Easement ceases to be used for the purpose stated herein, the Easement shall terminate.
 7. The GRANTOR reserves the right to require GRANTEE to relocate the utility line or system constructed pursuant to this Easement Agreement at any time at the GRANTOR'S expense on the condition that GRANTOR shall provide GRANTEE reasonable notice of the need to relocate and shall provide GRANTEE with a substitute easement on the subject parcel that meets the engineering requirements of the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as duly authorized officials of the respective parties hereto as of this the ____ day of _____ 2024.

**GRANTOR:
STATE OF TENNESSEE**

By: _____
**Christi W. Branscom, Commissioner
Department of General Services**

**STATE OF TENNESSEE)
COUNTY OF DAVIDSON)**

Personally appeared before me, the undersigned Notary Public for Davidson County, Christi W. Branscom, Commissioner of the Department of General Services for the State of Tennessee, with whom I am personally acquainted and who, upon oath, acknowledged that she is the Commissioner of the Department of General Services and that she as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by herself as Commissioner.

Witness my hand and seal at office, this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

APPROVED:

**Jonathan Skrmetti
Attorney General & Reporter**

Bill Lee, Governor

GRANTEE:

THE CITY OF KINGSPORT

By: _____

Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me the undersigned, a Notary Public for said State and County duly commissioned and qualified personally appeared _____ of the CITY OF KINGSPORT, with whom I am personally acquainted and who, upon his/her oath, acknowledges him/herself to be _____, of the CITY OF KINGSPORT, the within named bargainer, a political subdivision of the State of Tennessee, and that s/he as such _____ of CITY OF KINGSPORT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such _____ of CITY OF KINGSPORT.

Witness my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
DAVIDSON COUNTY

The actual consideration for this transfer is \$ _____

_____ Attest

Subscribed and sworn to before me this _____ day of _____, 202_.

Notary Public

My Commission expires _____

Item XIII.

EXHIBIT "A"
PERMANENT UTILITY EASEMENT
STATE OF TENNESSEE
WARRIORS PATH STATE PARK

Being a Permanent Utility Easement located in the Fourteenth Civil District of Sullivan County, Tennessee, further described as being located on the property of the State of Tennessee as recorded in Deed Book 134A, Page 466, and Deed Book 143A, Page 193, Register's Office of Sullivan County, currently shown as Parcel 34.00 of Tax Map 92, Group "D", said easement is 15 feet wide lying 7.50 feet on each side of the following described line;

COMMENCING at the common corner of said State of Tennessee and Marvin and Peggy Graham, as recorded in Deed Book 3140, Page 2003, being Lot 4 of "Parkview Subdivision", Plat Book 6, Page 140, with the State of Tennessee to the East and Graham to the West, said corner being in the southern margin of Warrior Drive, said corner is located at Tennessee State Grid Coordinates of North=803,509.99 and East=3,001,353.70, coordinates based on the North American Datum (NAO 83), no scale factor applied, all bearings are based on said system, all distances are horizontal ground;

THENCE, along the eastern and the northern margin of Warrior Road the following (2) calls, North 14 degrees 53 minutes 19 seconds West, 51.14 feet to a point, corner of State of Tennessee;

THENCE, South 87 degrees 12 minutes 41 seconds West, 14.33 feet to the POINT OF BEGINNING, the side lines of said easement to be shortened or lengthened to terminate at the northern and eastern margins of Warrior Drive;

THENCE, leaving the northern margin of Warrior Drive, along the center line of said Utility Easement the following (23) calls, North 82 degrees 43 minutes 16 seconds East, 32.45 feet to a point;

THENCE, North 68 degrees 39 minutes 30 seconds East, 33.64 feet to a point;

THENCE, North 59 degrees 58 minutes 48 seconds East, 69.28 feet to a point;

THENCE, North 53 degrees 02 minutes 31 seconds East, 39.24 feet to a point;

THENCE, North 62 degrees 49 minutes 36 seconds East, 175.95 feet to a point;

THENCE, North 34 degrees 05 minutes 02 seconds East, 56.24 feet to a point;

THENCE, North 04 degrees 25 minutes 40 seconds West, 15.88 feet to a point;

THENCE, North 18 degrees 40 minutes 53 seconds West, 55.71 feet to a point;
THENCE, North 29 degrees 50 minutes 39 seconds West, 153.23 feet to a point;
THENCE, North 23 degrees 06 minutes 11 seconds West, 45.63 feet to a point;
THENCE, North 16 degrees 13 minutes 14 seconds West, 26.28 feet to a point;
THENCE, North 03 degrees 19 minutes 34 seconds East, 28.59 feet to a point;
THENCE, North 10 degrees 18 minutes 53 seconds East, 63.67 feet to a point;
THENCE, North 18 degrees 41 minutes 51 seconds East, 29.13 feet to a point;
THENCE, North 65 degrees 48 minutes 31 seconds East, 60.93 feet to a point;
THENCE, North 84 degrees 10 minutes 43 seconds East, 48.64 feet to a point;
THENCE, South 83 degrees 16 minutes 29 seconds East, 57.48 feet to a point;
THENCE, South 77 degrees 01 minutes 16 seconds East, 104.32 feet to a point;
THENCE, South 71 degrees 28 minutes 21 seconds East, 93.42 feet to a point;
THENCE, South 76 degrees 00 minutes 29 seconds East, 60.36 feet to a point;
THENCE, South 88 degrees 48 minutes 09 seconds East, 119.25 feet to a point;
THENCE, South 78 degrees 19 minutes 25 seconds East, 37.43 feet to a point;
THENCE, North 21 degrees 07 minutes 52 seconds East, 34.53 feet to the TERMINAL POINT.

Containing 21,876 square feet or 0.502 acres as shown on Exhibit C prepared by Barge Design Solutions, Inc., dated 12-08-2022, bearing File No. 36642-01, labeled Easement "A".



EXHIBIT "B"
PERMANENT UTILITY EASEMENT
STATE OF TENNESSEE
WARRIORS PATH STATE PARK

Being a Permanent Utility Easement located in the Fourteenth Civil District of Sullivan County, Tennessee, further described as being located on the property of the State of Tennessee as recorded in Deed Book 134A, Page 466, and Deed Book 143A, Page 193, Register's Office of Sullivan County, currently shown as Parcel 34.00 of Tax Map 92, Group "D", said easement is 15 feet wide lying 7.50 feet on each side of the following described line;

COMMENCING at the common corner of said State of Tennessee and Marvin and Peggy Graham, as recorded in Deed Book 3140, Page 2003, being Lot 4 of "Parkview Subdivision", Plat Book 6, Page 140, with the State of Tennessee to the East and Graham to the West, said corner being in the southern margin of Warrior Drive, said corner is located at Tennessee State Grid Coordinates of North=803,509.99 and East=3,001,353.70, coordinates based on the North American Datum (NAO 83), no scale factor applied, all bearings are based on said system, all distances are horizontal ground;

THENCE, along the eastern and the northern margin of Warrior Road the following (2) calls, North 14 degrees 53 minutes 19 seconds West, 51.14 feet to a point, corner of State of Tennessee;

THENCE, South 87 degrees 12 minutes 41 seconds West, 14.33 feet to a point;

THENCE, North 82 degrees 43 minutes 16 seconds East, 32.45 feet to a point;

THENCE, North 68 degrees 39 minutes 30 seconds East, 33.64 feet to a point;

THENCE, North 59 degrees 58 minutes 48 seconds East, 69.28 feet to a point;

THENCE, North 53 degrees 02 minutes 31 seconds East, 39.24 feet to a point;

THENCE, North 62 degrees 49 minutes 36 seconds East, 175.95 feet to a point;

THENCE, North 34 degrees 05 minutes 02 seconds East, 56.24 feet to a point;

THENCE, North 04 degrees 25 minutes 40 seconds West, 15.88 feet to a point;

THENCE, North 18 degrees 40 minutes 53 seconds West, 55.71 feet to a point;

THENCE, North 29 degrees 50 minutes 39 seconds West, 153.23 feet to a point;

THENCE, North 23 degrees 06 minutes 11 seconds West, 45.63 feet to a point;

THENCE, North 16 degrees 13 minutes 14 seconds West, 26.28 feet to a point;

THENCE, North 03 degrees 19 minutes 34 seconds East, 28.59 feet to a point;

THENCE, North 10 degrees 18 minutes 53 seconds East, 63.67 feet to a point;

THENCE, North 18 degrees 41 minutes 51 seconds East, 29.13 feet to a point;

THENCE, North 65 degrees 48 minutes 31 seconds East, 60.93 feet to a point;

THENCE, North 84 degrees 10 minutes 43 seconds East, 48.64 feet to a point;

THENCE, South 83 degrees 16 minutes 29 seconds East, 57.48 feet to the **POINT OF BEGINNING**;

THENCE, along the center line of said Utility Easement the following (5) calls, North 13 degrees 10 minutes 04 seconds East, 55.46' to a point;

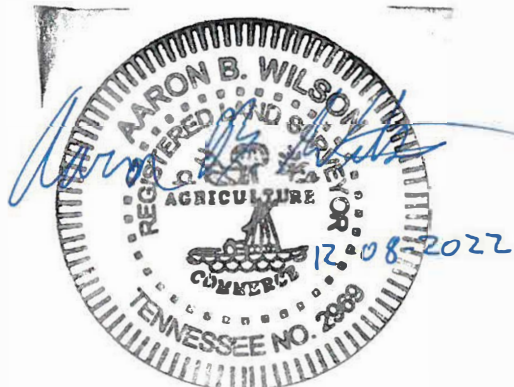
THENCE, North 27 degrees 46 minutes 10 seconds East, 48.93 feet to a point;

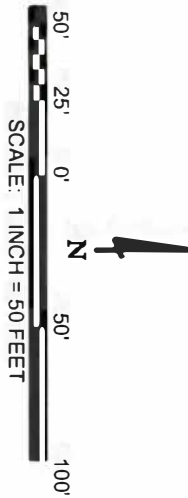
THENCE, North 33 degrees 25 minutes 20 seconds East, 66.41 feet to a point;

THENCE, North 27 degrees 56 minutes 35 seconds East, 572.11 feet to a point;

THENCE, North 26 degrees 22 minutes 47 seconds East, 119.54 feet to the **TERMINAL POINT**.

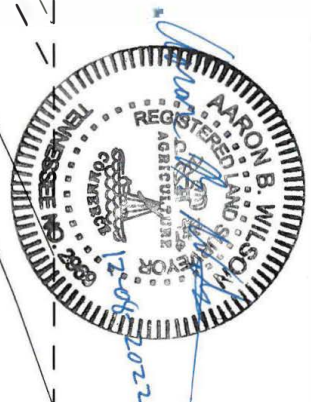
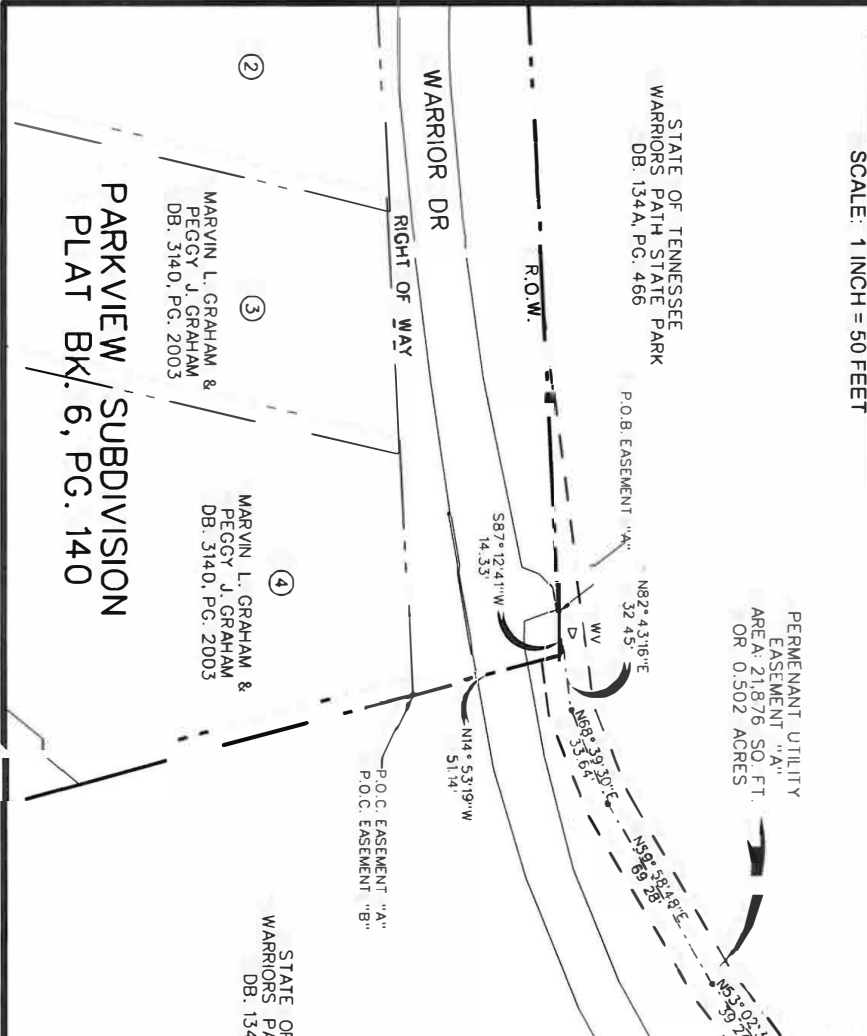
Containing 12,937 square feet or 0.297 acres as shown on Exhibit C prepared by Barge Design Solutions, Inc., dated 12-08-2022, bearing File No. 36642-01, labeled Easement "B".





GNSS POSITIONING METADATA

Type of GPS field procedure: Network RTK
 Positional accuracy: 1/2 Prec. 0.03 VI Prec. 0.06
 Date of survey: 10-27-2022
 Datum/Epoch: NAD 1983 (2011)/2010.00
 Published/Fixed-control use: IDOT CORS TN11
 36° 21' 41.96384"(N) 082° 23' 33.92842"(W)
 Geoid model: Geoid09 (Ellip GRS80)
 Combined grid factor(s): No Scale Factor
 Units: US Survey FT (US Plane 1983 TN4100)



LEGEND

- Property Line
- - - Adjoiner Line
- Point
- P.O.C.
- Point of Beginning

NOTES:

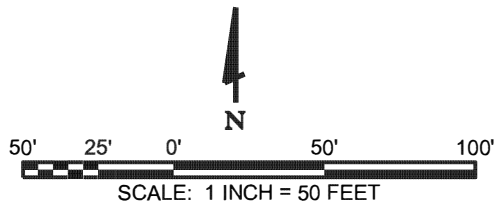
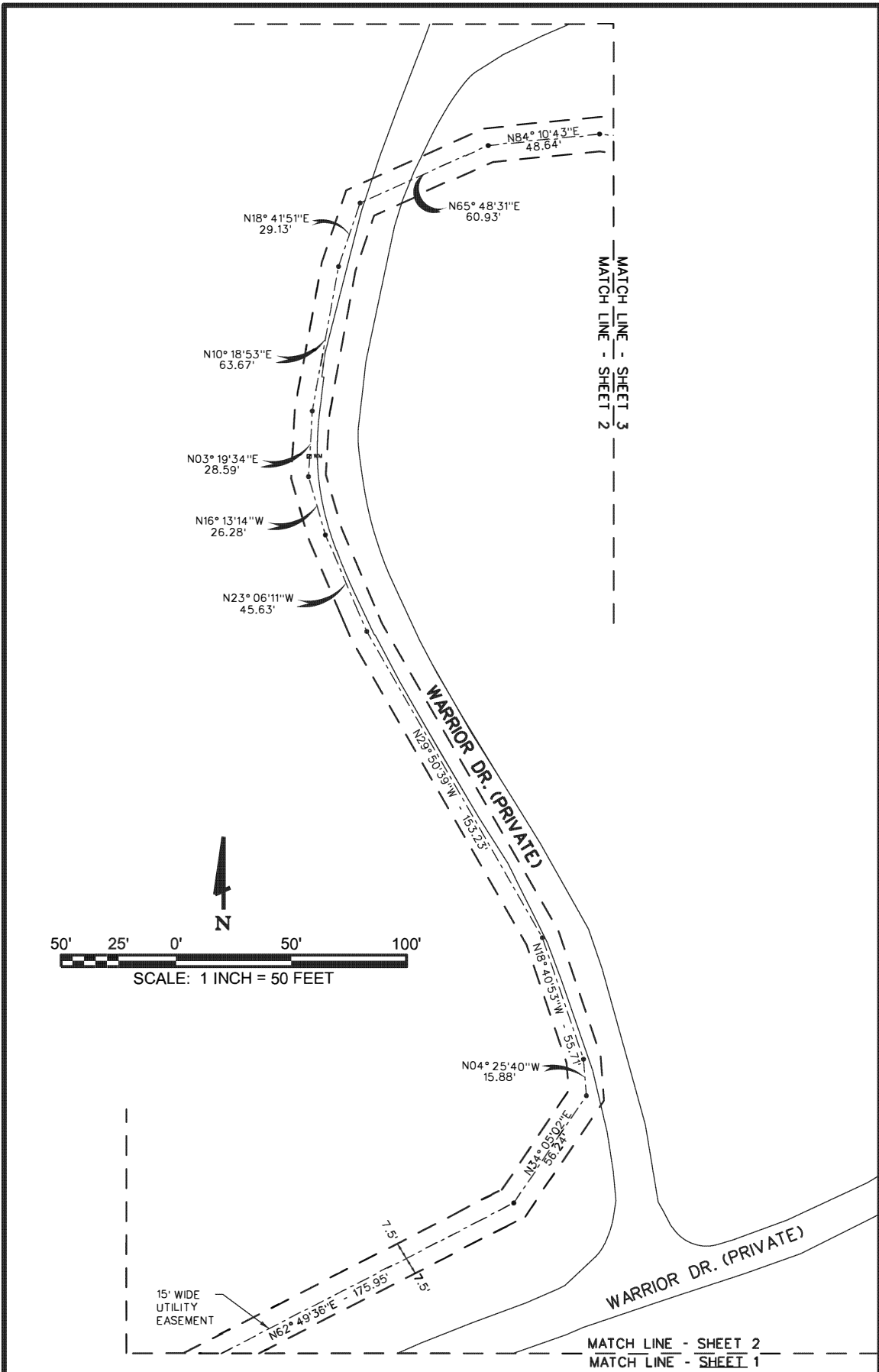
1. TAX MAP 92 PARCEL 34.00, TAX MAP 92 PARCEL 33.00.
2. REFERENCE RECORDED PLAT: PLAT BOOK 6, PAGE 140, R.O.S.C.
3. DEED REFERENCE: DEED BOOK 134A, PAGE 466, DEED BOOK 143A, PAGE 193, R.O.S.C.
4. GRID COORDINATES SHOWN ARE TENNESSEE STATE PLANE WITH NO SCALE FACTOR APPLIED. GEODETIC AND GRID COORDINATES ARE RELATIVE TO NAD83 DATUM AND WERE ESTABLISHED BY DIFFERENTIAL SURVEY GRADE GPS.
5. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND ADDITIONAL EASEMENTS MAY BE REVEALED BY A CURRENT TITLE SEARCH. THIS MAP AND EXHIBIT SUBJECT TO ANY RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS, AGREEMENTS, ORDINANCES, ZONING, AND ANY OTHER MATTERS OF TITLE THAT MAY EXIST.
6. BOUNDARY LINES, RIGHT-OF-WAYS, AND EASEMENTS SHOWN HEREON DO NOT REPRESENT A CURRENT BOUNDARY SURVEY. THE SOURCE OF THIS INFORMATION WAS TAKEN FROM NOTES 2 AND 3 (SEE ABOVE), IN CONJUNCTION WITH FIELD GATHERED EVIDENCE.
7. THE PURPOSE OF THIS EXHIBIT IS TO CREATE A UTILITY EASEMENT.

12/8/2022 URVWV




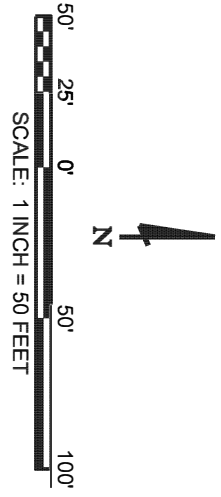
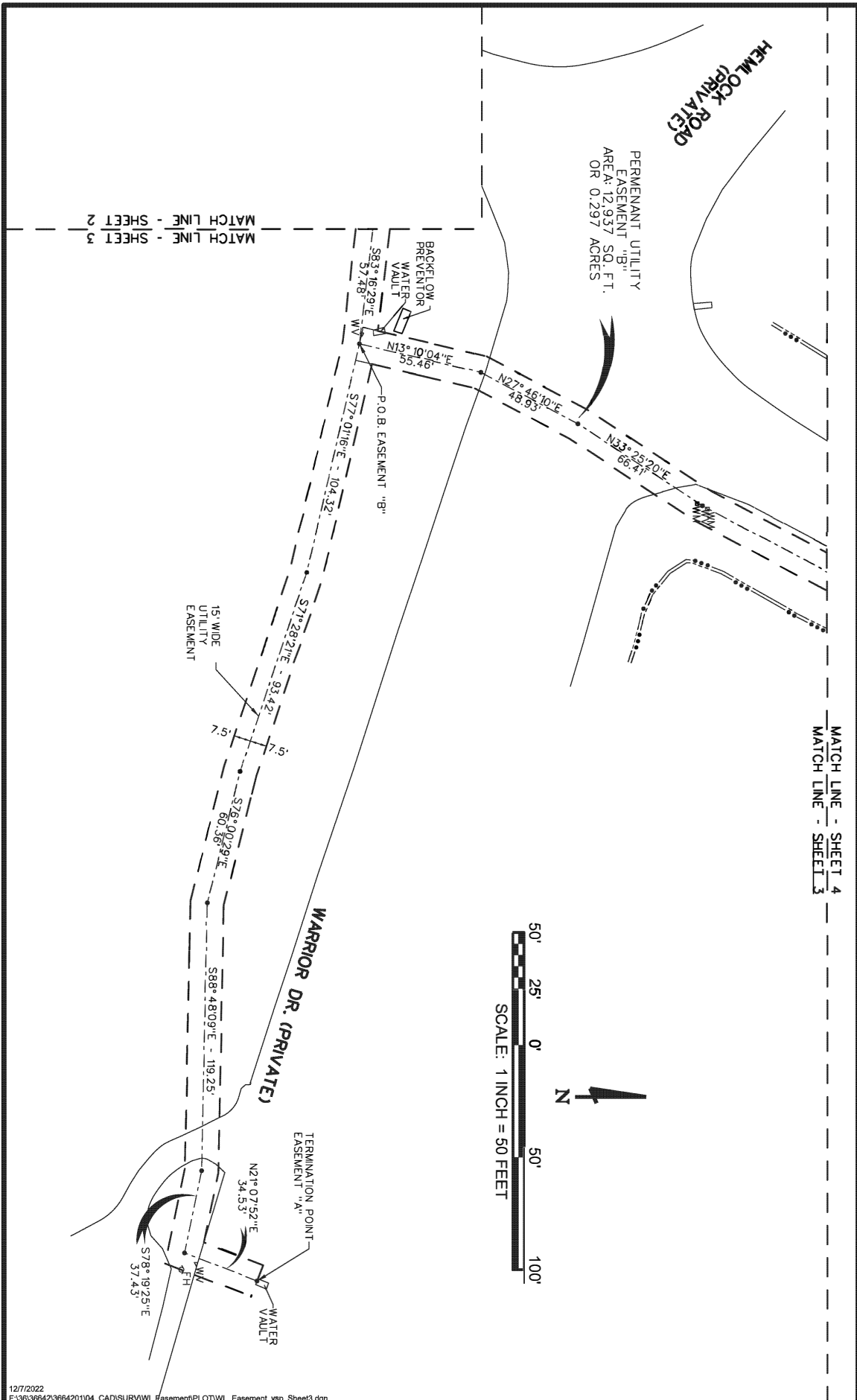
STATE OF TENNESSEE
 WARRIORS PATH STATE PARK
 PERM **Item XIII.3.** UTILITY EASEMENT
 COUNTY, TENNESSEE

DRAWN BY:		CHECKED BY:	
ABW		DBH	
SHEET 1 OF 5 SHEETS			
PROJECT NO:	DATE:		
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 <p>Four Sheridan Square // Suite 100 // Kingsport, Tennessee 37660 PHONE: (423) 247-6026 // FAX: (423) 247-6233</p>	EXHIBIT C		DRAWN BY: ABW	CHECKED BY: DBH	
	STATE PERM Item XIII.3 SULLIVAN COUNTY, TENNESSEE	WARRIORS PATH STATE PARK UTILITY EASEMENT		SHEET 2 OF 5 SHEETS	
			PROJECT NO.: 36642-01	DATE: 12-08-2022	



12/7/2022
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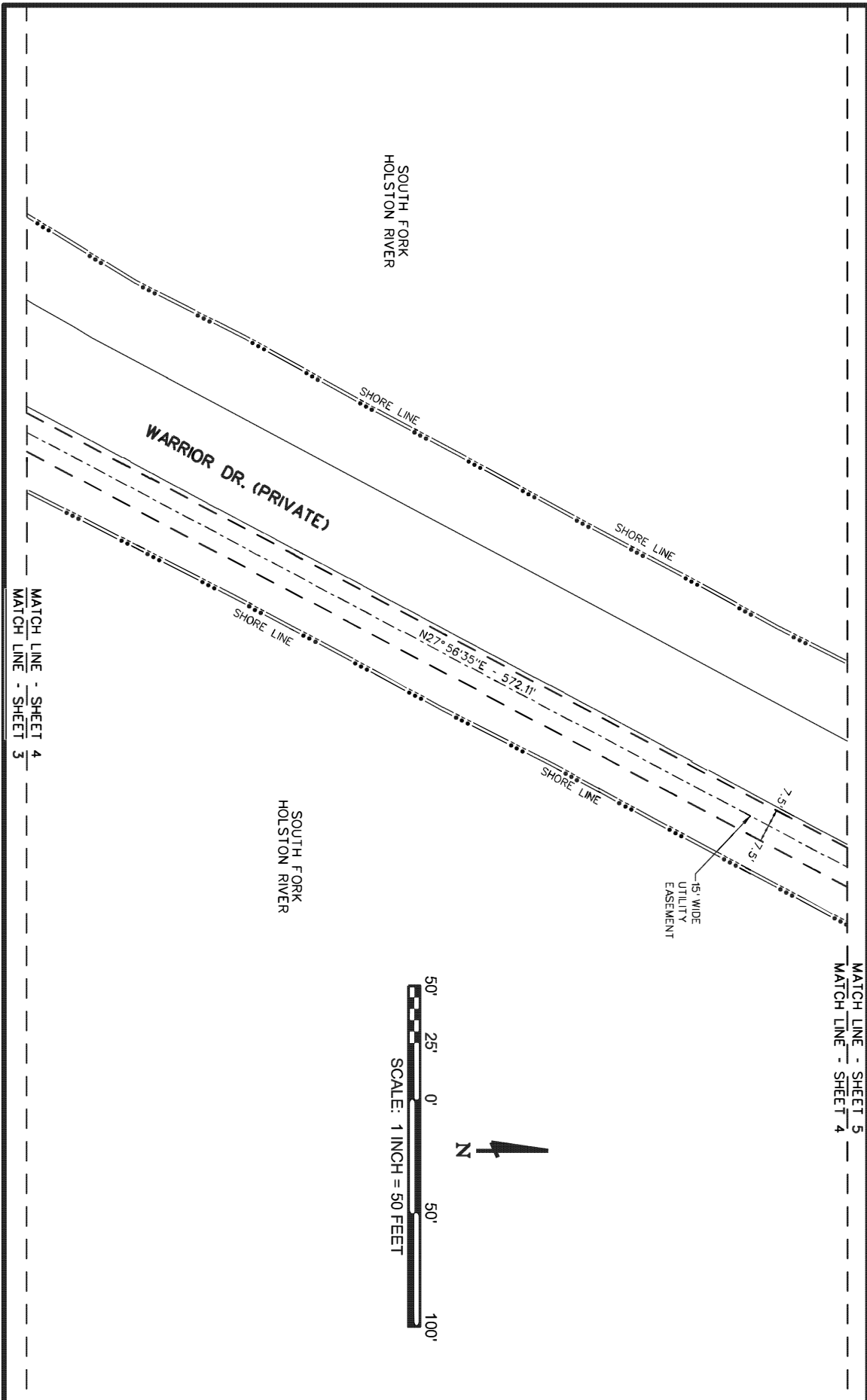
BARGE
 DESIGN SOLUTIONS
 Four Sheldon Square // Suite 100 // Kingsport, Tennessee 37600
 PHONE: (423) 241-6225 // FAX: (423) 241-4233

EXHIBIT C

STATE PER Item XIII.3 WARRIORS PATH STATE PARK
 UTILITY EASEMENT
 SULLIVAN COUNTY, TENNESSEE

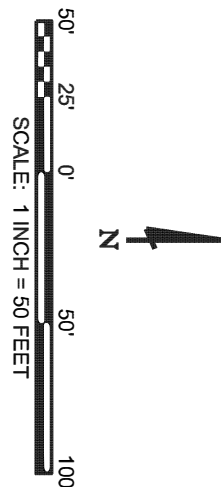
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SHEET 3 OF 5 SHEETS	
PROJECT NO.: 36642-01	DATE: 12-08-2022

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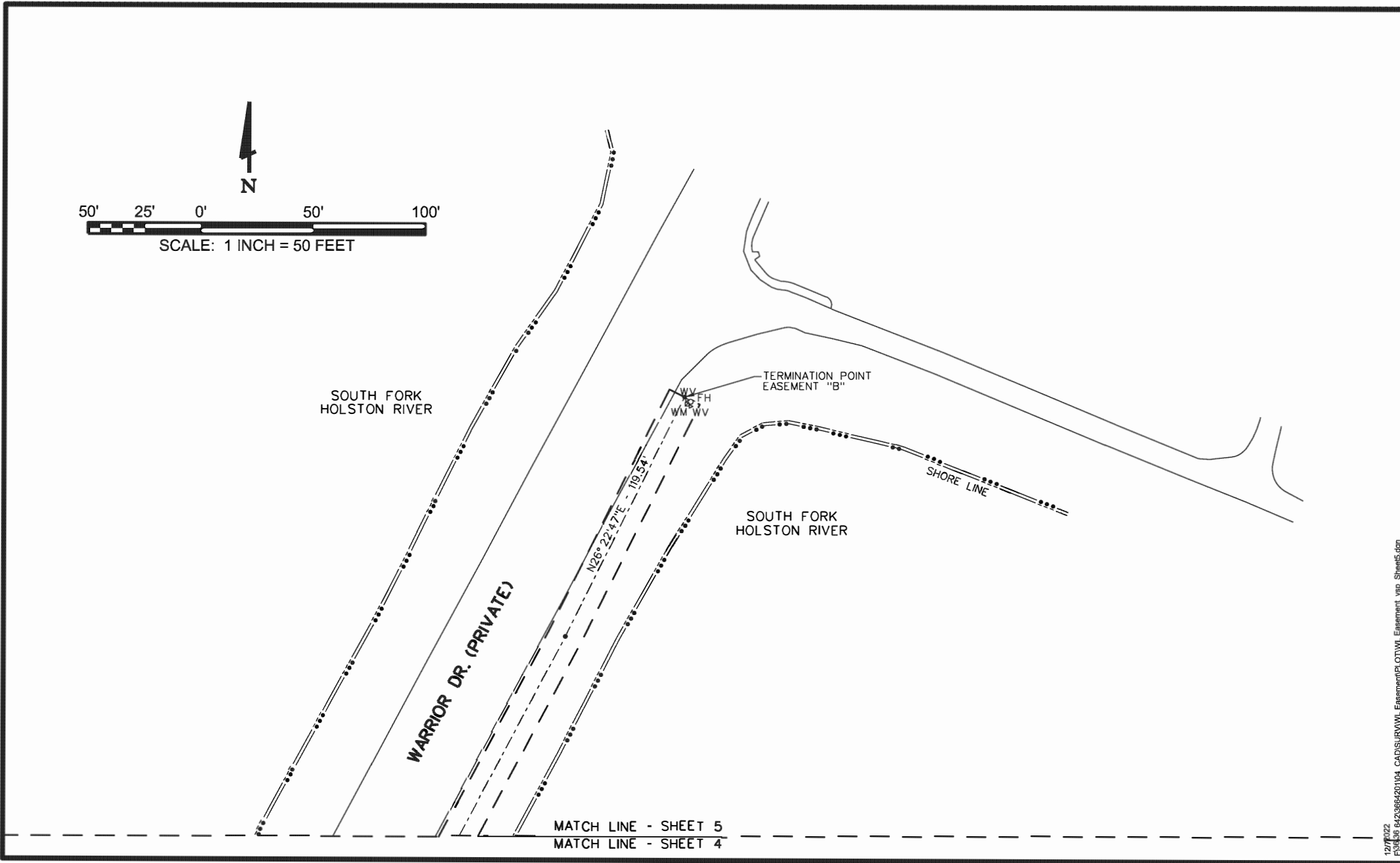
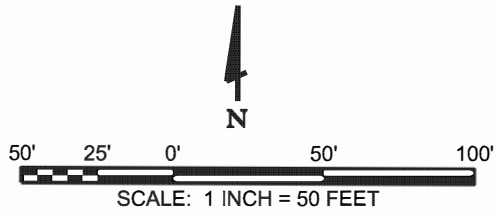
MATCH LINE - SHEET 4
MATCH LINE - SHEET 3

MATCH LINE - SHEET 5
MATCH LINE - SHEET 4



12/7/2022
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 <p>Four Sheridan Square // Suite 100 // Kingsport, Tennessee 37600 PHONE (423) 247-6025 // FAX (423) 247-4233</p>	EXHIBIT C		DRAWN BY: ABW	CHECKED BY: DBH
	STATE PERM Item XIII.3 WARRIORS PATH STATE PARK UTILITY EASEMENT SULLIVAN COUNTY, TENNESSEE		SHEET 4 OF 5 SHEETS	
			PROJECT NO.: 36642-01	DATE: 12-08-2022



MATCH LINE - SHEET 5
 MATCH LINE - SHEET 4

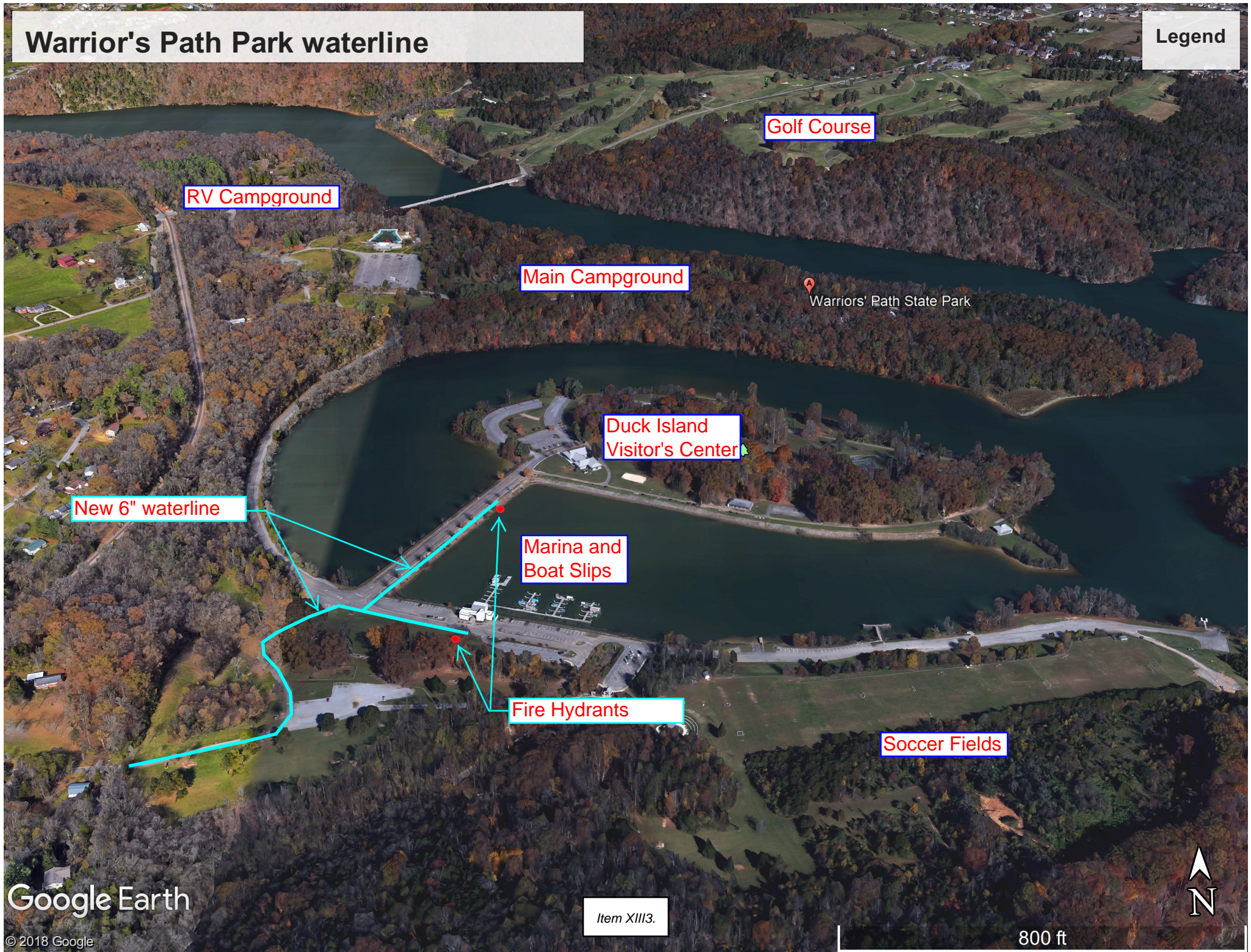
BARGE DESIGN SOLUTIONS <small>1000 Highway 200, Suite 100, Kingsport, Tennessee 37620 PHONE (423) 247-6021 / FAX (423) 247-6231</small>	EXHIBIT C		DRAWN BY: ABW	CHECKED BY: DBH
	STATE OF TN - WARRIORS PATH STATE PARK PERMANENT UTILITY EASEMENT SULLIVAN COUNTY, TENNESSEE		PROJECT NO.: 36642-01	DATE: 12-08-2012

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Warrior's Path Park waterline

Legend



Google Earth

© 2018 Google

Item XIII.3.

800 ft





AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resources Agency for Bays Mountain Park

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-280-2024
Work Session: September 30, 2024
First Reading: N/A
Final Adoption: October 1, 2024
Staff Work By: Megan Krager
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the city will enter into a Senior Community Employment Program (SCSEP) Agreement with First Tennessee Human Resources Agency (FTHRA).

The SCSEP operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors. Participants work an average of 20 hours a week.

The city, Bays Mountain Park serving as the site, will serve as a host agency to whom program participants will be assigned by FTHRA. Wages, fringe benefits, and workers compensation coverage are provided by FTHRA which receives grant funding through the U.S Department of Labor.

Program participants fill vital roles for the park such as staffing the nature center and gate house. Additionally, the program encourages the host agency to hire individuals who participate in the program which city has done previously.

Bays Mountain Park has historically been a participant in the SCSEP.

There is no cost to the city.

Attachments:

Resolution

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A SENIOR COMMUNITY EMPLOYMENT PROGRAM AGREEMENT WITH FIRST TENNESSEE HUMAN RESOURCES AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Senior Community Service Employment Program (SCSEP) operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors; and

WHEREAS, city deems it beneficial to serve as a host agency for the SCSEP to allow placement of program participants at Bays Mountain Park; and

WHEREAS, the program is funded through a grant from the U.S. Department of Labor and administered locally by the First Tennessee Human Resources Agency (FTHRA); and

WHEREAS, there is no cost to the city as no matching funds are required and FTHRA provides all wages, fringe benefits, and workers compensation coverage for program participants; and

WHEREAS, city benefits from participation in the program by filling needed roles at the nature center and gate house with the opportunity to hire individuals who participate in the program.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Senior Community Service Employment Program Agreement with First Tennessee Human Resources Agency is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Senior Community Service Employment Program Agreement and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of October, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY