



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, May 02, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
John Morris, Budget Director
Scott Boyd, Fire Chief

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. RECOGNITIONS AND PRESENTATIONS

1. Dobyns-Bennett High School Winter Guard World Champions - Alderman Cooper

IV. INVOCATION

1. Rev. Scottie Burkhalter, Holy Trinity Lutheran Church

V. ROLL CALL

VI. APPOINTMENTS

VII. APPROVAL OF MINUTES

- [1.](#) April 17, 2023 - Work Session
- [2.](#) April 18, 2023 - Business Meeting
- [3.](#) April 24, 2023 - Called Joint Session with BOE

COMMENT

Citizens may speak on agenda 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 during this part of the agenda.

VIII. PUBLIC HEARINGS

- [1.](#) Conduct a Public Hearing and Consideration of a Resolution for 2023 Annual Action Plan for the Community Development Block Grant (AF104-2023) (Michael Price)

IX. BUSINESS MATTERS REQUIRING FIRST READING

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of a Budget Adjustment Ordinance to Add Two Full-Time Positions to the General Fund in FY23 (AF-84-2023) (Tyra Copas)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Purchase Two (2) Dump Trucks Utilizing Sourcewell Cooperative Agreement (AF-101-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Enter into an Agreement with E-Z-GO to Lease 64 Golf Carts Using OMNIA Partners Contract (AF-113-2023) (Michael T. Borders)

XII. 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 Authorizing the Mayor to Sign the Host Facility Agreement for the 14th Annual World's Largest Swim Lesson (AF-102-2023) (Michael Borders)

- [2.](#) Consideration of a Resolution to apply for and Receive Solar Eclipse Glasses for the Library (AF-108-2023) (Michael Borders)
- [3.](#) Consideration of a Resolution to Apply for and Receive Incumbent Worker Training Grant from First Tennessee Development District (AF-109-2023) (Tyra Copas)

XIII. COMMUNICATIONS

Citizens may speak on 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.

1. City Manager
2. Mayor and Board Members
3. Visitors

XIV.ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 17, 2023 at 4:30 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

- I. **CALL TO ORDER** 4:30 p.m. by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- III. **DISCUSSION ITEMS**

- 1. **Hotel/Motel Tax** - Frank Lett

Frank Lett gave a presentation on this item, noting the city currently has a 7% tax on hotels and motels, but the county is proposing adding 4%. He discussed the rates of other cities and how this will affect Kingsport. He recommended seeking an opinion from the Attorney General and other options to move forward. There was considerable discussion.

- 2. **Utilities Update** - Ryan McReynolds

Deputy City Manager Ryan McReynolds presented this item, highlighting the pressures on utilities and noting local, regional and national issues. He also gave details on permit compliance as well as new and proposed regulations. Niki Ensor then provided information on the value of a master plan, pointing out how the previous actions of the board made a positive difference last Christmas during the freezing temperatures. She stated a stormwater master plan is forthcoming so all three utilities will have one. Mr. McReynolds concluded the presentation with financial planning objectives. There was some discussion.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 17, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the April 18, 2023 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

V. ITEMS OF INTEREST

- 1. Projects Status in Pictures**
- 2. Projects Status Report**

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager
Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer
Angie Marshall, Deputy City Recorder/City Clerk

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Patrick W. Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** by New Vision Youth
- III. **INVOCATION** by Alderman Montgomery.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. All present.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **American Planning Assoc. Innovation in Economic Development Award** - Alderman Phillips
- VI. **APPOINTMENTS**
 1. **Consideration of Appointments to the Public Art Committee** (AF-93-2023) (Mayor Shull)

Motion made by Alderman Olterman, Seconded by Vice Mayor George.

APPOINT SHANE CHRISTIAN AND SCOTT EDDLEMON TO FULFILL UNEXPIRED TERMS
ON THE PUBLIC ART COMMITTEE EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY
31, 2026

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VII. APPROVAL OF MINUTES

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

- 1. April 3, 2023 - Work Session**
- 2. April 4, 2023 - Business Meeting**

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS None.

COMMENT

Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward, the mayor closed the public comment segment.

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Consideration of a Budget Adjustment Ordinance to Add Two Full-Time Positions to the General Fund in FY23 (AF-84-2023) (Tyra Copas)**

Motion made by Vice Mayor George, Seconded by Alderman Montgomery.

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING TWO ACCOUNTANT POSITIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of a Budget Adjustment Ordinance for the General Projects Special Revenue Fund in FY23 (AF-83-2023) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

ORDINANCE NO. 7081 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XI. OTHER BUSINESS

1. **Consideration of a Resolution Authorizing the Mayor to Execute a Purchase Agreement with Zoll Medical Corporation and the City of Kingsport Fire Department (KFD) (AF-82-2023) (Asst. Chief Terry Arnold)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-214 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THREE CARDIAC MONITORS FOR THE KINGSPORT FIRE DEPARTMENT UTILIZING NATIONAL PURCHASING PARTNERS CONTRACT NO. P20200

Passed: All present voting "aye."

2. **Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services and Authorizing the Mayor to Sign All Applicable Documents (AF-88-2023) (Chief Dale Phipps)**

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

RESOLUTION NO. 2023-215 A RESOLUTION RENEWING THE AWARD OF THE BID FOR SCHOOL CROSSING GUARDS TO CROSS SAFE 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."

3. **Consideration of a Resolution to Approve the Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF-81-2023) (Ryan McReynolds)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

RESOLUTION NO. 2023-216 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION; TO RECEIVE FEDERAL TRANSIT ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2024; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

4. Consideration of a Resolution to Use Southern Automated Systems for City of Kingsport Municipal Court Credit Card Payments (AF-91-2023) (Chief Phipps)

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-217 A RESOLUTION APPROVING AN AGREEMENT WITH SOUTHERN AUTOMATED SYSTEMS, INC., FOR CREDIT CARD PROCESSING SERVICES FOR KINGSFORT CITY COURT AND AUTHORIZING THE MAYOR TO EXECUTE 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 Approving a Release of all Property Damage Claims by Big G Express and Ernest Hill for Damage Done to the Greenbelt at 717 West Center Street (AF-97-2023) (Bart Rowlett)

Motion made by Alderman Cooper, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-218 A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH BIG G EXPRESS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

6. Consideration of a Resolution Adopting a Policy for the Naming of Public Buildings, Infrastructure, Prominent Public Spaces, and Facilities (AF-99-2023) (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-219 A RESOLUTION ADOPTING A POLICY FOR THE NAMING OF PUBLIC BUILDINGS, INFRASTRUCTURE, PROMINENT PUBLIC SPACES, AND FACILITIES

Passed: All present voting "aye."

7. Consideration of a Resolution to Name the Boardroom Located on the Third Floor of City Hall After Mayor Ruth Montgomery and Vice-Mayor Richard Watterson, Sr. (AF-100-2023) (Chris McCartt)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-220 A RESOLUTION TO NAME THE BOARDROOM OF CITY HALL THE MONTGOMERY – WATTERSON BOARDROOM

Passed: All present voting "aye."

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

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

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

1. Consideration of a Resolution Authorizing a Blanket Order for Copy Paper from Tennessee State Contract (AF-89-2023) (Chris McCartt)

RESOLUTION NO. 2023-221 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET ORDER FOR THE PURCHASE OF COPY PAPER TO AMERICAN PAPER AND TWINE UTILIZING TENNESSEE STATE CONTRACT NO. 56924 FOR USE BY VARIOUS CITY AND SCHOOL DEPARTMENTS

2. Consideration of a Resolution Awarding a Contract to Pepsico for the Non-Alcoholic Beverage Pouring Rights and Advertising Partnership for Kingsport City Schools (AF-86-2023) (David Frye)

RESOLUTION NO. 2023-222 A RESOLUTION AWARDING A CONTRACT FOR THE NON-ALCOHOLIC BEVERAGE POURING RIGHTS AND ADVERTISING PARTNERSHIP TO PEPSICO AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

3. Consideration of a Resolution Authorizing the Execution of an Amendment Increasing the Agreement with Gold Creek Foods for Kingsport City Schools Nutrition Services Chicken Commodity Processing and Authorizing the Mayor to Sign All Applicable Documents (AF-96-2023) (David Frye)

RESOLUTION NO. 2023-223 A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH GOLD CREEK FOODS FOR KINGSPORT CITY SCHOOLS NUTRITION SERVICES COMMODITY CHICKEN PROCESSING AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 4. Consideration of a Resolution Authorizing the Purchase of Replacement Math Textbooks by Kingsport City Schools for FY23 and Authorizing the City Manager to Execute a Purchase Order for the Same (AF-85-2023) (David Frye)**

RESOLUTION NO. 2023-224 A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT MATH TEXTBOOKS BY KINGSFORT CITY SCHOOLS FOR FISCAL YEAR 2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

- 5. Consideration of a Resolution Authorizing the Execution of an Amendment Increasing the Agreement with Tyson for Kingsport City Schools Nutrition Services Chicken Commodity Processing and Authorizing the Mayor to Sign All Applicable Documents (AF-94-2023) (David Frye)**

RESOLUTION NO. 2023-225 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH TYSON FOR KINGSFORT CITY SCHOOLS NUTRITION SERVICES COMMODITY CHICKEN PROCESSING AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

- 6. Consideration of a Resolution to Award the Bid for Produce Items for School Nutrition Services to Crook Brothers and Authorizing the Mayor to Sign All Applicable Documents (AF-87-2023) (David Frye)**

RESOLUTION NO. 2023-226 A RESOLUTION AWARDING THE BID FOR SCHOOL NUTRITION PRODUCE PRODUCTS TO CROOK BROTHERS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 7. Consideration of a Resolution to Authorize the Purchase of Foodservice Equipment for School Nutrition Services from Tri-Mark Strategic Equipment LLC dba Strategic Equipment Inc. Utilizing the Sourcewell Cooperative Purchasing Agreement (AF-92-2023) (David Frye)**

RESOLUTION NO. 2023-227 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TRI-MARK STRATEGIC EQUIPMENT LLC D/B/A STRATEGIC EQUIPMENT INC. FOR FOODSERVICE EQUIPMENT FOR SCHOOL NUTRITION SERVICES AT VARIOUS SCHOOL LOCATIONS

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 18, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt congratulated John Rose and his staff on receiving the Innovation award, noting it was a great example of looking back as well as looking forward. He pointed out opportunities like these allow the city to put our name out to the country and that value cannot be quantified. He also commented on the beginnings of renewing the streetscape for downtown in 1997 in light of some of the items on the agenda. He stated Mayor Ruth Montgomery had remarked about wishing for a Farmers Market like the one in Roanoke, Virginia where they had visited.

2. Mayor and Board Members

Alderman Montgomery thanked the Watterson and the Montgomery families for their support in the effort to name the boardroom. Alderman Phillips commented on the weather warming up and encouraged citizens to visit Bays Mountain. He also mentioned upcoming events such as Racks by the Tracks and FunFest. Alderman Olterman asked for prayers for his daughter. Alderman Duncan mentioned Keep Kingsport Beautiful got off to a great start last weekend with the cleanup in Riverview and highlighted upcoming cleanup events. He also commented on the Fire Department's joint effort with Cultural Arts and the School System by displaying children's artwork in various fire stations. Lastly, he invited everyone out to the Farmers Market as it opens next week for the season. Alderman Cooper mentioned the GOAT Festival this coming weekend as well as the many activities that are available at Bays Mountain. She also pointed out the winter mural scene on the old Penney's building would be changed to a summertime theme. Vice-Mayor George stated the BrewHaHa event was this Friday. Mayor Shull commented on the lodging tax article in the newspaper.

3. Visitors None.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:40 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN AND BOARD OF EDUCATION JOINT SESSION MINUTES

**Monday, April 24, 2023 at 4:30 PM
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

Mayor Patrick W. Shull
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Paul Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Board of Education

Melissa Woods
Todd Golden
Julie Byers
Dr. Brandon Fletcher
Jim Welch

I. CALL TO ORDER 4:30 p.m. by Mayor Shull.

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

III. DISCUSSION ITEMS

1. Kingsport City Schools Facility and Capital Planning - Dr. Chris Hampton

School Superintendent Hampton gave a presentation regarding the Kingsport City Schools Facilities Master Plan. He gave a history touching on the previous study and provided statistics on current as well as projected attendance at each school. He then discussed the four main goals after the new study was completed which include renovating the Tribe Athletic Complex as an elementary school, build a new elementary school in the Lynn Garden community, relocate Cora Cox to increase the number of students and open a Middle School Excel facility. There was considerable discussion throughout the presentation as Dr. Hampton answered questions from the BMA members.

BOARD OF MAYOR AND ALDERMEN AND BOARD OF EDUCATION JOINT SESSION MINUTES

Monday, April 24, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

City Manager McCartt presented information a funding strategy regarding school capital expenses and outlined a recommended path moving forward. He pointed out issues that can affect actions taken to fund these school projects include future debt roll off and the Sullivan County property reassessment in FY26. Mr. McCartt provided details on how to achieve and maintain balance between the needs of the city and the schools. Lastly he presented the next steps to be taken by the BOE and the BMA, pointing out a strong communication plan was essential. Discussion followed.

At the conclusion of the presentation, Mayor Shull asked the members of each board for comments. Melissa Woods pointed out it was great that everyone was able to clear their calendars and get together. She affirmed her passion for education as the future of Kingsport and the importance of working together to make a difference. Alderman Montgomery for all the work that went into today and the atmosphere between the boards. Todd Golden stated his appreciation for everyone present as well as the community, noting it is our duty to ensure what goes to the next generation. Jim Welch thanked the City Manager and the Superintendent as well as the staff who invested in preparing for today. He stated he is thrilled for the vision and the potential for the community in the long term. Alderman Cooper remarked collaboration has not always existed to this degree and it is refreshing. She also mentioned as a former schoolteacher that a good facility makes a huge difference. Brandon Fletcher stated his appreciation for Dr. Hampton and the work he has done, noting he is proud to be a part of this effort. Alderman Olterman thanked the City Manager for the informative presentation. Alderman Duncan echoed many of the comments made and pointed out these meetings were productive for sharing ideas. He stated the city manager has shown a path forward and how to get there. Julie Byers commented that it took a lot of work to put these numbers together. She also discussed issues regarding Roosevelt and Kennedy elementary schools. Alderman Phillips expressed his appreciation for Mr. McCartt as well as Dr. Hampton. He noted the presentation was well done and there was excitement around having some answers. Vice-Mayor George stated she appreciated the data and the input, noting the benefits to the community and budget planning. She remarked that communication between the boards and the community regarding what is being done and the timeline is critical. Mayor Shull pointed out citizens would be thrilled the middle schools would eventually be on different ends of town. He pointed out the uncertainty of how to estimate growth within the schools as many factors contribute. Lastly, he thanked Mr. McCartt and Dr. Hampton and the help they received from a staff of dedicated professionals.

BOARD OF MAYOR AND ALDERMEN AND BOARD OF EDUCATION JOINT SESSION MINUTES

Monday, April 24, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IV. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 6:33 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



AGENDA ACTION FORM

Conduct a Public Hearing and Consideration of a Resolution for 2023 Annual Action Plan for the Community Development Block Grant

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-104-2023

Work Session: May 1, 2023

First Reading: N/A

Final Adoption: May 2, 2023

Staff Work By: Michael Price

Presentation By: Michael Price

Recommendation:

Conduct Public Hearing

Approve 2023 Annual Action Plan

Approve Authorizing Resolution

Executive Summary:

In order to receive Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan that describes the strategies, objectives, projects, and activities for funding under the program. For Fiscal Year 2023/2024, the City of Kingsport must approve an Action Plan utilizing \$434,064.00 (2023 Annual Allocation) of CDBG funds to be used in the 2023/2024 Program Year. Attached to this action form is a summary of proposed activities of the 2023 Annual Action Plan, including recommendations for funding under the CDBG program.

The attached plan represents the third year of the 5-year Consolidated Plan for Housing and Community Development (Con Plan) and was developed to provide funding for the various projects outlined in the 2020 Con Plan. The projects and funding recommendations address the goals and priorities of the Con Plan. The projects and activities also comply with the CDBG program requirements outlined in Department of Housing and Urban Development (HUD) regulations. The 2023 Annual Action Plan will be submitted to HUD by May 15, 2023.

The attached resolution approves the Action Plan and authorizes the mayor to execute all necessary documents to apply for and receive CDBG funds.

Attachments:

1. Public Hearing Notice
2. Resolution
3. Annual Action Plan Summary
4. SF 424 – Application for Federal Assistance w/ certifications

Item VIII1.

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2023 - HUD ACTION PLAN, AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2024, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, it was publicly advertised for a thirty public comment period ending May 13, 2023, and a public hearing for public input on the Community Development Block Grant 2022 – HUD Action Plan; and

WHEREAS, the public hearing was held on April 14, 2023, prior to the adoption of this resolution; and

WHEREAS, Community Development Block Grant funding, for fiscal year 2024, is available through the U. S. Department of Housing and Urban Development; and

WHEREAS, the City of Kingsport wishes to submit Community Development Block Grant 2023 – HUD Action Plan, along with an updated Citizen Participation Plan to the U. S. Department of Housing and Urban Development for program year 2023/2024 for the CDBG annual allocation of funds in the amount of \$434,064.00; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

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

SECTION I. That the Community Development Block Grant 2023 – HUD Action Plan and the City of Kingsport Citizen Participation Plan found on the city's website at <https://www.kingsporttn.gov/cdbg-program-documents> are 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, all documents necessary and proper to apply for and receive Community Development Block Grant funding for fiscal year 2024, through the U. S. Department of Housing and Urban Development and to execute documents necessary and proper to effectuate the purpose of this resolution.

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 2nd day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Kingsport, TN March 29, 2023

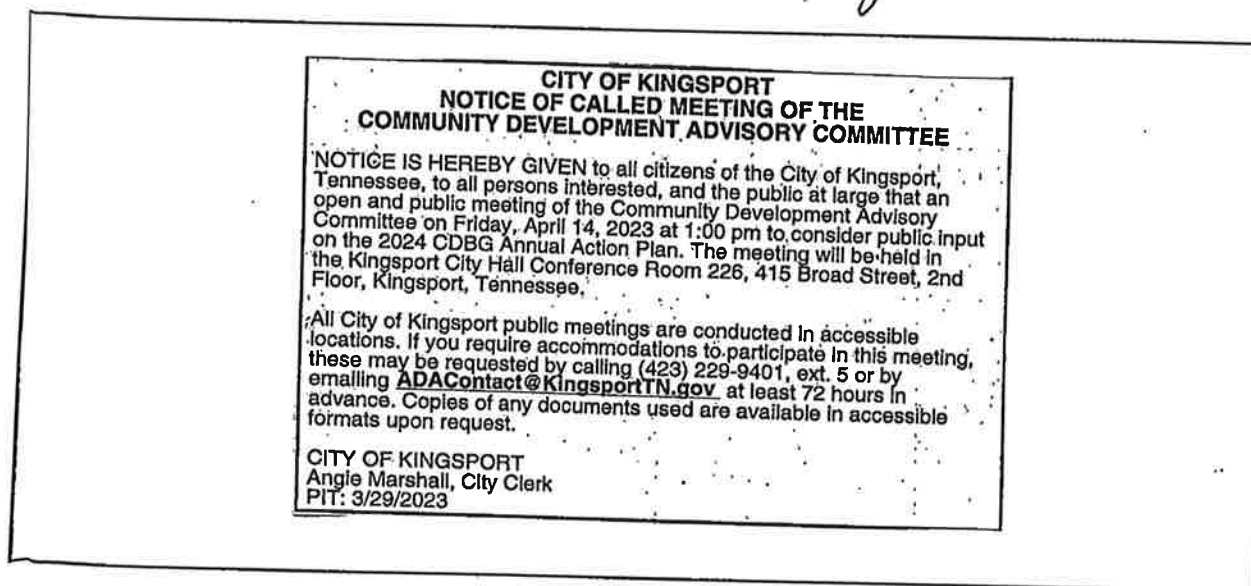
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This is to certify that the Legal Notice hereto attached was published in the Kingsport **Time**s-News, a daily newspaper published in the City of Kingsport, County of Sullivan, **State** of Tennessee, beginning in the issue of March 29, 2023, and appearing 1 consecutive weeks/times, as per order of _____

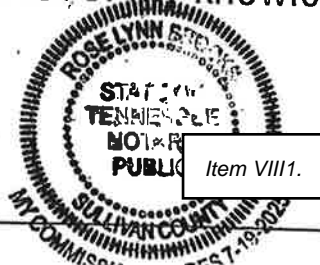
City of Kingsport - Finance

Signed Jeanne Keckler



STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 29th day of March 2023, Jeanne Keckler of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Rose Lynn Brooks
NOTARY PUBLIC

My commission expires _____

Community Development Action Plan

FY 2023-2024

Proposed Project Descriptions

Housing - Kingsport Alliance for Housing Revitalization (KAHR) –

KAHR provides emergency home repair assistance to low and moderate-income homeowners citywide in order to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage or structural collapse. In FY 2023/2024, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair: \$162,141.60 2023 Allocation

Community Programs – For 2023/2024, Community Development proposes to fund the Community Programs line item at \$65,109.60

Community Development proposes to utilize approximately \$40,109.60 of CDBG funding to local non-profit organizations which address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest scoring non-profit organizations to serve the needs of LMI persons in the city.

Community Development proposes to utilize \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness.

Community Development Program grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement – The Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

recommended allocating \$50,000 for the City's Code Enforcement program. Funds are used to bolster the City's code enforcement inspections and review activities.

2023 Allocation: \$50,000

2022 Carry Over: \$50,000

2021 Carry Over: \$47,781.87

HOPE VI/Section 108 Loan – For Program Year 2023, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007, the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2023, Community Development proposes an administration budget of \$86,812.80. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities. Approximately \$58,101.00 in administrative funding will carry over from program year 2022.

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*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT

Program:	2023 Allocation:	Approx. Program Income:	Approx. 2022 Carryover:	Approx. 2021 Carryover:	Total:
KAHR – Safe, decent housing	\$162,141.60	\$0	\$0	\$0	\$162,141.60
Community Enrichment	\$65,109.60	\$0	\$0	\$0	\$65,109.60
Code Enforcement	\$50,000	\$0	\$50,000	\$47,781.87	\$147,781.87
Demolition – Safe, decent housing	\$0	\$0	\$0	\$0	\$0
Hope VI Project/Section 108 Loan	\$70,000	\$0	\$0	\$0	\$70,000
Program Administration	\$86,812.80	\$0	\$58,101.00	\$0	\$144,913.80
Total:	\$434,064.00	\$0	\$108,101.00	\$47,781.87	\$589,946.87

A full copy of the CDBG 2023 Annual Action Plan is available on the City of Kingsport Community Development Website at

<https://www.kingsporttn.gov/cdbg-program-documents/>

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

Item VIII1.

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

02/27/2023

4. Applicant Identifier:

CDBG

5a. Federal Entity Identifier:**5b. Federal Award Identifier:**

B-23-MC-47-0004

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:**

City of Kingsport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-60000323

*** c. UEI:**

YE45C4JZC5U1

d. Address:*** Street1:**

415 Broad Street

Street2:*** City:**

Kingsport

County/Parish:

Sullivan

*** State:**

TN: Tennessee

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

37660-4265

e. Organizational Unit:**Department Name:**

Community Development

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:**Prefix:**

Mr.

*** First Name:**

Michael

Middle Name:*** Last Name:**

Price

Suffix:**Title:**

Community Development Planner

Organizational Affiliation:

City of Kingsport, TN

*** Telephone Number:**

423-224-2877

Fax Number:*** Email:**

michaelprice@kingsporttn.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

N/A Entitlement

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/a

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

CDBG funds used for projects and activities to benefit low and moderate families.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

First

* b. Program/Project

First

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2023

* b. End Date:

06/30/2024

18. Estimated Funding (\$):

* a. Federal

434,064.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

434,064.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐

Yes

☒

No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Patrick

Middle Name:

W.

* Last Name:

Sull

Suffix:

* Title:

Mayor, City of Kingsport

* Telephone Number:

423-229-9400

Fax Number:

* Email:

patshull@kingsport.gov

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">Mayor, City of Kingsport</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of Kingsport, TN</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Standard Form 424B (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
2. If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor, City of Kingsport

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023-2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance to Add Two Full-Time Positions to the General Fund in FY23

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-84-2023
Work Session: April 17, 2023
First Reading: April 18, 2023

Final Adoption: May 2, 2023
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:

Consideration of a Budget Adjustment to add two positions Full-Time Positions to the General Fund in FY23.

Executive Summary:

This request is to amend the General Fund budget by adding two full-time positions in the Finance Organization for succession planning purposes. In a recent organizational review, HR identified approximately 1/3 of the staff, in key positions, are eligible for retirement. Adding two full-time positions, with the intention of succession planning and knowledge transfer, will enable the city to hire, train and prepare for natural attrition over the next 12 - 36 months.

As attrition occurs, these positions will drop off from the overall headcount.

The estimated cost to the General Fund will be \$157,000, which includes salary and benefits.

Account # 100-2001-421.10-10

Attachments:

Ordinance

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING TWO ACCOUNTANT POSITIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; 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 budget be amended by amending the authorized full-time positions by adding two full time Accountant positions at a pay grade A44 for Fiscal Year 2022-2023.

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

PATRICK W. SHULL, 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 Resolution to Purchase Two (2) Dump Trucks Utilizing Sourcewell Cooperative Agreement

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-101-2023

Work Session: May 1, 2023

First Reading: N/A

Final Adoption: May 2, 2023

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) Dump Trucks from Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Purchasing Agreement #060920-NAF for use by Waste Water Maintenance Departments & Streets Maintenance. The delivery from the dealership to the agency is included in the price.

\$147,285.00	Unit Cost for M2106 Dump Trucks
<u>\$166,835.00</u>	Unit Cost for M2106 Dump Trucks W/Snowplow
\$314,120.00	Total Purchase Price

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 Contract.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo w /photo
3. Tennessee State Contract
4. Quote

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Ottermann	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VELOCITY TRUCK CENTER UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO: 060920-NAF FOR TWO M2106 DUMP TRUCKS FOR USE BY WASTEWATER MAINTENANCE AND STREETS MAINTENANCE DEPARTMENTS

WHEREAS, staff recommends the purchase of two M2106 Dump Trucks from Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Purchasing Agreement No. 060920-NAF for use by Wastewater Maintenance and Streets Maintenance Departments; and

WHEREAS, the city participates in the Sourcewell purchasing cooperative; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperating purchasing agreement for the procurement of motor vehicles manufactured for a special purpose as defined by Tennessee Code Annotated section 12-3-1208; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Velocity Truck Venter, in the amount of \$314,120.00; and

WHEREAS, funding for this equipment is available in account nos.: 51150085019010.

Now therefore,

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

SECTION I. The board hereby finds the two M2106 Dump Trucks are motor vehicles manufactured for a special purpose and therefore the city manager is authorized to execute a purchase order to Velocity Truck Center through National Auto Fleet Group for two M2106 Dump Trucks on the Sourcewell Cooperative Purchasing Agreement No.: 060920-NAF for use by the Wastewater Maintenance and Streets Maintenance Departments in the amount of \$314,120.00.

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

ADOPTED this the 2nd day of May, 2023.

PATRICK W. SHULL, 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: April 11, 2023
Re: Fleet Replacement of 1833 and 1988 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacements of Waste Water Maintenance unit 1988 and Street Maintenance unit 1833 utilizing the Sourcewell Cooperative pricing. One dump truck is for Waste Water Maintenance for \$147,285.00 and the other dump truck w/snowplow is for Streets Maintenance for \$166,835.00. The total cost for the 2 dump trucks with one snowplow is \$314,120.00. The units bid and awarded by Sourcewell meet the expectations of the departments and will fulfill the requirements of their operational needs. The Sourcewell Contract # 060920-NAF allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2024 Freightliner M2106 Dump Truck (1 w/snowplow)	National Auto Fleet Group (Velocity)	N/A

These units will be a Fleet Replacements

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

The Sourcewell offerings were reviewed by, Greg Willis and Adam Williams, and they are in agreement with this recommendation.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current unit being operated.

Sourcewell Contract Number: 060920-NAF

Replacement

1833	2009 Kenworth Dump Truck	Hours	72,152
1988	2012 Freightliner Dump Truck	Miles	63,701

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

Thank you.



625 West Industry Drive

Kings

Item X11.

7660

(423) 229-9446

Kingsport – The Best Place to Be

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcwell

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

72 Hour LLC dba: National Auto Fleet Group

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

Approved:

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

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

Vendor Details

Company Name: 72 HOUR LLC

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

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

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

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

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

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

Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

Table 15: Industry Specific Questions

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

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

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

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

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

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

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

☒ Yes ☐ No

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

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

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



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/24/2023

Quote ID#2378HD

Mr. Steve Leonard

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Dear Steve Leonard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2024 Freightliner M2106, Cummins L9 360 HP Engine, Allison 3000 RDS Transmission with 16' Rogers R Series Body and Snow Plow**) and provided by Mr. Bobby Janutolo with Freightliner, each for:

	List Price	Contract Price	Adj. Discount	Savings
Chassis and Option	\$ 174,776.00	\$ 114,730.00	34.35%	\$ 60,046.00
Rogers Quote		\$ 32,325.00		
Tax (0.00%)		\$ 0.00		
Tow Warranty		\$ 230.00		

\$ 147,285.00

Total

Add Option Not Included in Price Above:

1. Meyers Model RP-10-32 10' Plow - \$12,050.00

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

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

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



DODGE



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/24/2023

Quote ID#2377HD

Mr. Steve Leonard

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Dear Steve Leonard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2024 Freightliner M2106, Cummins L9 360 HP Engine, Allison 3000 RDS Transmission with 16' Rogers R Series Body and Snow Plow**) and provided by Mr. Bobby Janutolo with Freightliner, each for:

	List Price	Contract Price	Adj. Discount	Savings
Chassis and Option	\$ 174,776.00	\$ 114,730.00	34.35%	\$ 60,046.00
Rogers Quote		\$ 39,825.00		
Tax (0.00%)		\$ 0.00		
Tow Warranty		\$ 230.00		

Total \$ 154,785.00

Add Option Not Included in Price Above:

1. Meyers Model RP-10-32 10' Plow - \$12,050.00

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

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

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with E-Z-GO to Lease 64 Golf Carts Using OMNIA Partners Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-113-2023

Work Session: May 1, 2023

First Reading: N/A

Final Adoption: May 2, 2023

Staff Work By: Michael T. Borders

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will enter into a 5-year lease agreement with E-Z-GO for 64 new RXV Elite Freedom golf carts for use at Cattails using OMNIA Contract #R210201.

The agreement provides for a warranty as well as non-routine maintenance. Marriott Golf and City analyzed data including costs, warranty, maintenance, and product presentation in making this recommendation. Cattails has historically leased the carts.

The price per cart is \$118.91 monthly. This is a 20.8% increase over the current lease.

Funding is provided for in account# 421-5001-501-2054.

Attachments:

1. Resolution
2. Price Quote
3. Sample Picture

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



E-Z-GO OMNIA CONTRACT #: R210201

Presented By:

Kevin Blanton
Senior Manager, Strategic Partnerships

Presented To:

City of Kingsport/Cattails at Meadowview
Omnia Member # 4033698

RXV Elite Avendra Non-Exclusive Founder Pricing	\$6,800.00	64	\$435,200.00
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Motor: 48 volt AC induction
Horsepower: 4.4 HP (3.3 kW) continuous Batteries: 48 volt DC, 60 amp-hour
lithium ion Charger: World Charger 10ft cord
Transaxle: Differential with reverse helical gears

Front Suspension: Independent A-Arm coil over shock
Rear Suspension: Mono-Leaf springs with hydraulic shocks Brakes: Induction motor, auto electro-magnetic parking break Ground Speed: 8-15 mph (13-24 kph)
Standard Tires: Hole-in-One 18x8.50-8 (4 ply)

Accessory Options

Body Colors:

Standard - Ivory, Forest Green, Black, Bright White, Slate, Platinum		\$0.00		\$0.00
Premium - Almond, Burgundy, Inferno Red, Patriot Blue, Ocean Gray, Metallic Charcoal	Charcoal/Inferno Red	\$35.00	64	\$2,240.00

Seat Colors:	Stanadard- Stone Beige, Oyster, Gray, Black	Black	\$0.00	64	\$0.00
Top Colors:	Oyster, Stone Beige, Black	Black	\$90.30	64	\$5,779.20
Fold Down Windshield (top required)			\$90.30	64	\$5,779.20
Tinted Fold Down Windshield			\$104.00		\$0.00
Wheel Covers:	Gold or Silver	Silver	\$35.28	64	\$2,257.92
Hole-N-One 18x8.5-8 (4 ply) tires			\$0.00	64	\$0.00
Paramount, 215/40-12, SBR, DOT, Rogue Alloy Wheels Alloy Wheel - 205x50 - 10 on Macined, 10' Alloy Wheels			\$60.00		\$0.00
			\$320.79		\$0.00
Pinstripes:	Silver, Black, Gold		\$24.72		\$0.00
Bag Cover:	Black, Stone Beige	Black	\$121.34	64	\$7,765.76
Custom Bag Cover Upgrade			\$17.00		
Fender Scuff Guard			\$4.23		\$0.00
Differential Scuff Guard			\$23.99		\$0.00
Frame - E-Shield E-Coat Enhanced Coating			\$56.43		\$0.00
Premium Steering Wheel			\$0.00	64	\$0.00
Front Bumper			\$0.00	64	\$0.00
DC Converter			\$134.04		\$0.00
State of Charge Meter			\$29.63		\$0.00
USB Port			\$0.00	64	\$0.00
Club & Ball Washer	Driver or Passenger Side		\$53.61		\$0.00
Cooler & Bracket	Driver or Passenger Side		\$46.57		\$0.00
Sand Bottle (single)			\$9.88	128	\$1,264.64
Sand Bucket and Bracket	Driver or Passenger Side		\$45.16		\$0.00
Message Holder (single)			\$12.70	64	\$812.80
Double Message Holder			\$16.93		\$0.00
Windshield Mounted Messge Holder			\$12.70		\$0.00
Parts Package			\$520.64	1	\$520.64
Club Logos & Number Decals (2 each)			\$9.27	64	\$593.28
Light World Charger, ELITE - 11ft Cord			\$0.00	64	\$0.00
World Charger - 10ft Cord			\$69.90		\$0.00
World Charger - 18ft Cord			\$84.66		\$0.00
E-Z-GO Play Speaker Permanent			\$386.60		\$0.00
Tow Bar			\$296.30		\$0.00
Premium Seats with High Back TOTAL	Mushroom, Gray, Black, Charcoal, Oyster, White		\$211.64		\$0.00

\$462,213.44

Freight - based on delivery location	Tennessee	\$326.00	64	\$20,864.00
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PURCHASE PRICE				\$483,077.44
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Upon delivery & acceptance of this proposed fleet E-Z-GO will terminate Lease # 008-4008469-117 after the April payment is made.				
Trade Info:	(64) 2018 TXT Elite	\$0.00		\$0.00
Trade values may be adjusted due to final condition. All fleet cars must be in running condition with working chargers. Damages beyond normal wear & tear will be the responsibility of the club.				

TOTAL PURCHASE PRICE				\$483,077.44
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UNIT PRICE				\$7,548.09
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Operating Lease - Estimated payments - subject to change			Delivery Date:	Apr-23
60 straight months	\$118.91 per car per month			

Kevin Blanton
Senior Manager, Strategic Partnerships

3/30/2023

Date

Item XI2.

Quote accepted by

Date





RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH E-Z-GO UTILIZING OMNIA CONTRACT #R210201 TO LEASE 64 NEW RXV ELITE FREEDOM GOLF CARTS FOR USE AT CATTAILS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into a lease agreement with E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract #R210201 for use by Cattails; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to procure goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the monthly cost is \$118.91, and funding is available in 421-5001-501-2054.

Now therefore,

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

SECTION I. That an agreement with E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract #R210201 for use by Cattails, 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, to execute a lease agreement for the E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract #R210201 for use by Cattails, 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 2nd day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 14th Annual World's Largest Swim Lesson

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-102-2023

Work Session: May 1, 2023

First Reading: N/A

Final Adoption: May 2, 2023

Staff Work By: Wendy Terrazas

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If the resolution is approved the mayor will be authorized to execute the host agreement for the World's Largest Swim Lesson.

Each June, the World Waterpark Association holds the World's Largest Swim Lesson (WLSL). It is a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1–14 year-olds.

The Kingsport Aquatic Center has historically partaken in this national event and which helps to promote our year-round swim lesson offerings. There is no cost for participants to participate in this event.

The Aquatic Center will also be recognized on the World's Largest Swim Lesson website for participating.

It is an extreme benefit for the Kingsport Aquatic Center to participate in the WLSL. In 2022 we serviced almost 100 swim lesson participants.

The KAC had 1,173 participants in its structured swim lessons in the last year.

Attachments:

1. Resolution
2. Host Facility Agreement

Item XII 1.

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A HOST FACILITY AGREEMENT
WITH THE WORLD WATERPARK ASSOCIATION FOR THE 14TH
ANNUAL WORLD'S LARGEST SWIM LESSON AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each June, the World Waterpark Association holds the World's Largest Swim Lesson, a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds; and

WHEREAS, the Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings, and the Aquatic Center will be recognized on the World's Largest Swim Lesson website for participating; and

WHEREAS, there is no cost for the Kingsport Aquatic Center to participate in the WLSL.

Now therefore,

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

SECTION I. That the host agreement with World Waterpark Association for the World's Largest Swim Lesson, 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 World Waterpark Association for the World's Largest Swim Lesson, 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:

World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____ **Main Phone:** _____ **Direct**
Phone: _____ **Facility Representative (Name):** _____ **Title:** **By**

registering to participate in this event, our facility acknowledges that:

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic

Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Blooloo, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safely, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the World's Largest Swimming Lesson website, including all National Level Supporting Organizations,

State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 22, 2023.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

[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 2nd day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: Kingsport Aquatic Center

Address: 1820 Meadowview Parkway

City: Kingsport State: Tennessee Zip: 37660

Main Phone: 423-343-9758 Direct Phone: _____

Facility Representative (Name): Primary-Madison Gump Wendy Terrazas

Title: Madison-Program Coordinator Wendy-Aquatics Director

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Bloolooop, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safely, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the World's Largest Swimming Lesson website, including all National Level Supporting Organizations, State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 22, 2023.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

Please submit your signed release form via fax to: (1-913-210-8405)
or scan and email to: bbuda@wsl.org.

City of Kingsport, Tennessee

Patrick W. Shull
Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B.Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive Solar Eclipse Glasses for the Library

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-108 -2023

Work Session: May 1, 2023

First Reading: N/A

Final Adoption: May 2, 2023

Staff Work By: Chris Markley

Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the Kingsport Public Library will apply for and if awarded receive a grant from the Solar Eclipse Activities for Libraries (SEAL).

If awarded the Library will receive free Solar Eclipse glasses to distribute as part of events and programming around the upcoming solar eclipses. Two solar eclipses will occur in the next year and the solar eclipse glasses provide a safe way for people to view the eclipse. The eclipse on October 14, 2023 will be approximately 40% visible in Kingsport while the eclipse on April 8, 2024 will be approximately 85% visible in Kingsport.

No Matching Funds are required.

Attachments:

1. Resolution
2. Supplemental Information

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A SOLAR ECLIPSE ACTIVITIES FOR LIBRARIES
(SEAL) GRANT FOR SOLAR GLASSES FOR THE KINGSPORT
PUBLIC LIBRARY

WHEREAS, the city, through the Kingsport Public Library, would like to apply for the Solar Eclipse Activities for Libraries (SEAL) Grant for solar glasses; and

WHEREAS, if awarded, the library will receive solar glasses to distribute as part of events and programming around the upcoming solar eclipse, one on October 14, 2023, will be approximately 40% visible in Kingsport while the eclipse on April 8, 2024, will be approximately 85% visible in Kingsport; and

WHEREAS, there is no local match required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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, all documents necessary and proper to apply for and receive the Solar Eclipse Activities for Libraries (SEAL) Grant for solar glasses, which requires no local match.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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 public.

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

ADOPTED this the 2nd day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



SEAL: Solar Eclipse Activities for Libraries Glasses Registration

With an Annular Solar Eclipse in 2023 and a Total Solar Eclipse in 2024, the STAR Library Education Networks *SEAL (Solar Eclipse Activities for Libraries)* initiative (with major funding support from the Gordon and Betty Moore Foundation) is distributing approximately 5 million solar eclipse viewing glasses to libraries in all 50 states and all US territories and protectorates.

This application must be completed in one sitting. You will not be able to come back and edit your answers. We recommend that you complete the survey as soon as possible, to ensure you receive your glasses in time for your event. Please note glasses can only be sent to physical addresses, we cannot ship to PO boxes. Personal addresses can be used for shipping.

Applications will be reviewed in the order that they were received, and glasses will be distributed on a first come/first accepted basis. The only requirements to receive glasses are as follows:

-You must be an employee or representative of a public library in the United States (including DC, territories, and protectorates), and each library will only receive one box of glasses

- Military libraries are eligible if approved through your chain of command, please confirm eligibility prior to applying
- School libraries are eligible only if they also serve as a free and open public library (this requirement may be relaxed as we get nearer the event)
- You must upload (on library letterhead) a brief letter from your director or other similar responsible party attesting that you intend to utilize these glasses for educational programs, will not sell the glasses you receive, agree to complete a post event survey, and commitment to participate in relevant trainings or online community activities as able

You will receive on-screen confirmation that your information has been submitted. You will receive an email confirmation from an SSI staff member (please allow 2 to 3 weeks to receive this confirmation) and be added to the SSI SEAL Newsletter. The newsletter can be accessed directly at www.starnetlibraries.org if it is blocked by your email provider.



Next

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See how easy it is to [create a survey](#).

Item X112.

Privacy & Cookie Notice



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive Incumbent Worker Training Grant from First Tennessee Development District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-109-2023

Work Session: May 1, 2023

First Reading: May 2, 2023

Final Adoption: May 2, 2023

Staff Work By: Tyra Copas

Presentation By: Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

The First TN Development District offers Incumbent Worker Training Grants, which focus on the training and development of current employees. This is a reimbursement program in which training dollars can be recouped for costs spent on employees for certification, training, and upgrading skillsets.

This grant would provide reimbursement for training **up to 58 city employees** and a total amount of **\$33,109**. The following training would be submitted for reimbursement: Building Codes Certifications, Construction and Safety Training, Fundamentals of Water Treatment, Class B CDL, Sanitation Certifications, and Post Certification Training for Police.

The grant does require a match of \$16,554.50, however, salaries and overall training costs can be used. Therefore, there is no additional cost for the city.

Attachments:

1. Resolution

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE AN INCUMBENT WORKER TRAINING GRANT FROM
THE FIRST TENNESSEE DEVELOPMENT DISTRICT

WHEREAS, the city would like to apply for the Incumbent Worker Training Grant from First Tennessee Development District, which focuses on the training and development of current employees.; and

WHEREAS, the grant will provide reimbursement for training of up to 58 city employees in an amount not to exceed \$33,109.00, for which the city will receive reimbursement upon proof of completion, the trainings will include: Building Codes Certifications, Construction and Safety Training, Fundamentals of Water Treatment, Class B CDL, Sanitation Certifications, and Post Certification Training for Police; and

WHEREAS, the grant requires a match of \$16,554.50, which will come from salaries and overall training costs.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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, all documents necessary and proper to apply for and receive the Worker Training Grant from First Tennessee Development District, which focuses on the training and development of current employees, which requires a match of \$16,554.50, which will come from salaries and overall training costs.

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 Grant Contract with the First Tennessee Development District, 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:

**GRANT CONTRACT BETWEEN
FIRST TN DEVELOPMENT DISTRICT
AND CITY OF KINGSFORT**

This Grant Contract, by and between the First TN Development District, Inc., hereinafter referred to as "FTDD" and City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of establishing Incumbent Worker Training (IWT) programs and services as authorized under Public Law 113-128, as further defined in the "SCOPE OF SERVICES."

CONTRACT #: CBG/IWT 2023 106

A. SCOPE OF SERVICES AND DELIVERABLES

A.1. The Contractor shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Services will be provided in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128) for the purpose of establishing and carrying out Incumbent Worker Training. Such services shall be delivered in accordance with the Act and with federal regulations to prepare program participants for entry into the labor force and

to offer training to those facing serious barriers to employment as defined by such Act. "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec.3101 et.seq. (cited as Public Law 113-128 throughout this Contract). WIOA is a federal law designed to (1) strengthen the United States workforce development system through innovation, alignment, and improvement of employment training and education programs in the United States; and to (2) promote individual and national economic growth.

A.2. The Contractor shall establish programs to participate in the Training Grant in the form of an Incumbent Worker Training (IWT) Grant in regard to upgrading the skills or a process improvement of approximately **58** current workers at **City of Kingsport**, as further explained in Attachment B.

A.3. For an employer to received IWT funds, the individuals receiving training must meet the following eligibility criteria:

- A U.S. citizen or individual entitled to work in the U.S.
- Age 18 or older
- Registered for Selective Service unless an exception is justified (Selective Service requires registration of all males who are 18 or older and born on or after January 1, 1960)
- Employed
- Meet the Fair Standards Act requirements for an employer-employee relationship
- Have an established employment history with the employer receiving the grant for six (6) months or more.

A.4. Contractor Services: All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, by the State of Tennessee or by FTDD. These include the One-Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/general-resources/program-management/program-management-redirect/workforce-services-redirect/financial-management.html> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

A.5. Use of Jobs4TN: As a partner providing workforce services programs, the Contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in Section A.6. and A.7. of the contract scope of services and deliverables respectively.

A.6. Service Goals: Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116(b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.

A.7. Reporting Requirements: The Contractor shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by FTDD, the State, and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Contractor pursuant to this Grant). A "Monthly Status Report" will need to be completed and submitted to FTDD by the 5th of each month, see Attachment C.

A.8. The Contractor shall perform all services and comply with all conditions contained in the Contractor's Training Grant Application attached to this Grant Contract, identified as Attachment B. Such attachments are incorporated in and made a part of this Grant Contract by reference, provided that if the provisions of the Training Grant Program Application conflicts with this Grant Contract, the Grant Contract shall control.

B. TERM OF GRANT CONTRACT

This Grant Contract shall be effective on **February 15, 2023** ("Effective Date") and ending on **June 30, 2023** ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

C. PAYMENT TERMS AND CONDITIONS

C.1. Maximum Liability: In no event shall the maximum liability of FTDD under this Grant Contract exceed **Thirty-Three Thousand, One Hundred, and Nine Dollars (\$33,109.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor 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 Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they may not be able to fully expend all the funds awarded through this Grant Contract. With approval from FTDD, Training Grant funds may be used for other training that meets the intent of the IWT program. A Training Change Request (Attachment G) may be submitted for a new training program and considered for approval by FTDD, see Section D.2. Approved Training Change Requests serve as a modification to the Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

C.2. Compensation Firm: The Maximum Liability of FTDD is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology: The Contractor 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 Contractor shall submit invoices prior to any reimbursement of allowable costs.

C.4. Invoice Requirements: The Contractor shall invoice FTDD, with all necessary supporting documentation, to:

Lisa Evans

First TN Development District

email: levans@ftdd.org

3211 North Roan Street

Need additional information, call: 423-547-7500

Johnson City, TN 37601

Contractor should submit an invoice after training is complete with all necessary documentation attached. Payment of an invoice will be made after completion of the training and all paperwork obligations have been met for that training. Payments will not be made if there is any outstanding or incorrect paperwork. Paperwork needed for payment of each training project:

a. Monthly Status Report must be submitted each month until training is complete TDLWD at <https://www.tn.gov/content/tn/workforce/employers/training-redirect/grants-for-training/on-the-job-training-grants/consolidated-business-grant.html> and to Lisa Evans at levans@ftdd.org. (Attachment C – Example of Monthly Status Report)

b. Proof of Liability Insurance – due at beginning of training. (Attachment D – Example of Certificate of Liability Insurance Form)

c. Training Form for each employee attending training – due at beginning of training, correct and complete. The bottom of this form must be signed by an authorized company representative or the Human Resource Manager to verify that the I-9 Verification documentation verifying an Employment Eligibility Verification Form I-9 is on file with the employer. (Attachment E)

d. Class Attendance List with trainee signatures of who attended training – Class Attendance List due at beginning of training. (Attachment F)

e. Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.

f. Proof of Contractor Match - when requesting reimbursement the Contractor **must provide proof of required match**. See C.6 for examples of acceptable Contractor match percentage and contributions.

g. Contractor must provide a quotable statement with specific information about how the training has benefited City of Kingsport, their trainees and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.

h. Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.

i. The Contractor 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 FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Budget Line-items: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.6. Contractor Match Funding: The Contractor **must provide proof of required match** when requesting reimbursement. The Contractor match amount is based on the size of the workforce as follows:

- a. At least 10% of the cost for employers with 50 or fewer employees
- b. At least 25% of the cost for employers with 51 to 100 employees
- c. At least 50% of the cost for employers with more than 100 employees

Examples of Contractor match contribution include, but are not limited to expenses associated with: Instruction/tuition; materials/supplies; the use of space and equipment during the training project (please show calculation used to assign a \$ value); and trainees' wages (including benefits) of employees during training. All match contributions must be approved by FTDD.

C.7. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.

a. If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.1 of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.

b. FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.

c. The Contractor's failure to provide the Monthly Status Reports to FTDD and the State as requested could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)

d. The Contractor must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Payment of Invoice: A payment by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD 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.9. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.10. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals: FTDD 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.

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.

D.3. Termination for Convenience: FTDD may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by FTDD. FTDD shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall FTDD be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which FTDD is liable shall be determined by FTDD. The Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for FTDD's exercise of its right to terminate for convenience.

D.4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods.

Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting: The Contractor 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 FTDD. If such subcontracts are approved by FTDD, 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 Contractor shall remain responsible for all work performed.

D.6. Conflicts of Interest: The Contractor warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the First TN Development District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Grant Contract.

The Contractor acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the First TN Development District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the First TN Development District.

D.7. Lobbying: The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Contractor 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 subcontractors/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. Nondiscrimination: The Contractor agrees 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 Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor 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 Contractor, provide Contractor with any necessary signs.

D.10. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee through the First TN Development District." All notices by the Contractor in relation to this Grant Contract shall be approved by FTDD.

D.11. Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by FTDD, the Granter State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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 the U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*. The Contractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Contractor 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 Contractor 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 FTDD, the head of the Granter State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.12. 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:

FTDD:

Lisa Evans, WIOA Program Director

FTDD

3211 N. Roan Street

Johnson City, TN 37601

Phone: (423) 547-7500

Email: levans@ftdd.org

Contractor:

Tyra Copas

City of Kingsport

415 Broad Street

Kingsport, TN 37760

Phone: (423) 224-2448

Email: tyracopas@kingsporttn.gov

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.13. 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, FTDD reserves the right to terminate this Grant Contract upon written notice to the Contractor. FTDD's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by FTDD. Upon receipt of the written notice, the Contractor shall cease all work associated with the Grant Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from FTDD any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.14. HIPAA Compliance: The State, FTDD and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 Contractor warrants to FTDD that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Contractor warrants that it will cooperate with FTDD, 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. FTDD and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep FTDD and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.

D.15. Licensure: The Contractor and its employees and all sub-Contractors 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.16. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by FTDD, the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports: The Contractor shall submit brief, monthly, progress report to FTDD and the State as requested. On or before the 5th of the month after the contract has been signed, and every month thereafter, the Contractor has to fill out a Monthly Status Report. After the contract ends a final status report must be submitted by the 5th of the following month. A Monthly Status Report must be completed for each program the Contractor receives funding: Rural Initiative Grant (RIG), Apprenticeship Training Grant (ATG), Incumbent Worker Training (IWT), and On-the-Job Training (OJT). (Attachment C)

D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor 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 Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

This Grant Contract does not allow for reimbursement of the purchase of any equipment by the Contractor.

D.19. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

D.20. 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.21. Liability Insurance: The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.

D.22. FTDD Liability: FTDD shall have no liability except as specifically provided in this Grant Contract.

D.23. State Liability: The State shall have no liability except as specifically provided in this Grant Contract.

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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Contractor will promptly notify FTDD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to FTDD 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 Contractor's performance longer than forty-eight (48) hours, FTDD may, upon notice to Contractor: (a) cease payment of the fees until Contractor 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. Contractor will not increase its charges under this Grant Contract or charge FTDD 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 Contractor shall comply with all applicable registration requirements contained in Tennessee Code Annotated §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited: The Contractor 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. State and Federal Compliance: The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.28. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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 Tennessee Code Annotated §§ 9-8-101 through 9-8-407.

D.29. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.30. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.31. Headings: Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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. Debarment and Suspension: The Contractor 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 offense 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 and 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 Contractor shall provide immediate written notice to FTDD 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.

E.3. 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 Contractor by FTDD or acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor 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.

E.4. Printing Authorization: The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by T.C.A. § 12-7-103(d).

E.5. Work Papers Subject to Review: The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.6. Disclosure of Personal Identity Information: The Contractor shall report to FTDD any instances of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.

E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Contractor provides information to FTDD and the State as required.

The Contractor (and any subcontractor) shall comply with the following:

a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

b. Subsection (13) - 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 (Pub. L. 94-163).

[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 mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

SECTION V. 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 public.

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

ADOPTED this the 2nd day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**GRANT CONTRACT BETWEEN
FIRST TN DEVELOPMENT DISTRICT
AND (City of Kingsport)**

This Grant Contract, by and between the First TN Development District, Inc., hereinafter referred to as "FTDD" and City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of establishing Incumbent Worker Training (IWT) programs and services as authorized under Public Law 113-128, as further defined in the "SCOPE OF SERVICES."

CONTRACT #: CBG/IWT 2023 106

A. SCOPE OF SERVICES AND DELIVERABLES

- A.1. The Contractor shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Services will be provided in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128) for the purpose of establishing and carrying out Incumbent Worker Training. Such services shall be delivered in accordance with the Act and with federal regulations to prepare program participants for entry into the labor force and to offer training to those facing serious barriers to employment as defined by such Act. "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec.3101 et.seq. (cited as Public Law 113-128 throughout this Contract). WIOA is a federal law designed to (1) strengthen the United States workforce development system through innovation, alignment, and improvement of employment training and education programs in the United States; and to (2) promote individual and national economic growth.
- A.2. The Contractor shall establish programs to participate in the Training Grant in the form of an Incumbent Worker Training (IWT) Grant in regard to upgrading the skills or a process improvement of approximately 58 current workers at City of Kingsport, as further explained in Attachment B.
- A.3. For an employer to received IWT funds, the individuals receiving training must meet the following eligibility criteria:
- A U.S. citizen or individual entitled to work in the U.S.
 - Age 18 or older
 - Registered for Selective Service unless an exception is justified (Selective Service requires registration of all males who are 18 or older and born on or after January 1, 1960)
 - Employed
 - Meet the Fair Standards Act requirements for an employer-employee relationship
 - Have an established employment history with the employer receiving the grant for six (6) months or more.
- A.4. Contractor Services: All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, by the State of Tennessee or by FTDD. These include the One-Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/general-resources/program-management/program-management-redirect/workforce-services-redirect/financial-management.html> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.
- A.5. Use of Jobs4TN: As a partner providing workforce services programs, the Contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in Section A.6. and A.7. of the contract scope of services and deliverables respectively.
- A.6. Service Goals: Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116((b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.
- A.7. Reporting Requirements: The Contractor shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by FTDD, the State, and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Contractor pursuant to this Grant). A "Monthly Status Report" will need to be completed and submitted to FTDD by the 5th of each month, see Attachment C.
- A.8. The Contractor shall perform all services and comply with all conditions contained in the Contractor's Training Grant Application attached to this Grant Contract, identified as Attachment B. Such attachments are incorporated in and made a part of this Grant Contract by reference, provided that if the provisions of the Training Grant Program Application conflicts with this Grant Contract, the Grant Contract shall control.

B. TERM OF GRANT CONTRACT

Item XII/3.

This Grant Contract shall be effective on **February 15, 2023** ("Effective Date") and ending on **June 30, 2023** ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

C. PAYMENT TERMS AND CONDITIONS

- C.1. Maximum Liability: In no event shall the maximum liability of FTDD under this Grant Contract exceed **Thirty-Three Thousand, One Hundred, and Nine Dollars (\$33,109.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor 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 Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they may not be able to fully expend all the funds awarded through this Grant Contract. With approval from FTDD, Training Grant funds may be used for other training that meets the intent of the IWT program. A Training Change Request (Attachment G) may be submitted for a new training program and considered for approval by FTDD, see Section D.2. Approved Training Change Requests serve as a modification to the Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

- C.2. Compensation Firm: The Maximum Liability of FTDD is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology: The Contractor 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 Contractor shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Invoice Requirements: The Contractor shall invoice FTDD, with all necessary supporting documentation, to:

Lisa Evans

First TN Development District

3211 North Roan Street

Johnson City, TN 37601

email: levans@ftdd.org

Need additional information, call: 423-547-7500

Contractor should submit an invoice after training is complete with all necessary documentation attached. Payment of an invoice will be made after completion of the training and all paperwork obligations have been met for that training. Payments will not be made if there is any outstanding or incorrect paperwork. Paperwork needed for payment of each training project:

- Monthly Status Report must be submitted each month until training is complete TDLDW at <https://www.tn.gov/content/tn/workforce/employers/training-redirect/grants-for-training/on-the-job-training-grants/consolidated-business-grant.html> and to Lisa Evans at levans@ftdd.org. (Attachment C – Example of Monthly Status Report)
 - Proof of Liability Insurance – due at beginning of training. (Attachment D – Example of Certificate of Liability Insurance Form)
 - Training Form for each employee attending training – due at beginning of training, correct and complete. The bottom of this form must be signed by an authorized company representative or the Human Resource Manager to verify that the I-9 Verification documentation verifying an Employment Eligibility Verification Form I-9 is on file with the employer. (Attachment E)
 - Class Attendance List with trainee signatures of who attended training – Class Attendance List due at beginning of training. (Attachment F)
 - Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.
 - Proof of Contractor Match - when requesting reimbursement the Contractor **must provide proof of required match**. See C.6 for examples of acceptable Contractor match percentage and contributions.
 - Contractor must provide a quotable statement with specific information about how the training has benefited **City of Kingsport**, their trainees and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.
 - Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.
 - The Contractor understands and agrees to all of the following:
 - 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.
 - An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.
- C.5. Budget Line-items: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

- C.6. Contractor Match Funding: The Contractor **must provide proof of required match** when requesting reimbursement. The Contractor match amount is based on the size of the workforce as follows:

Item XII.3.

- a. At least 10% of the cost for employers with 50 or fewer employees
- b. At least 25% of the cost for employers with 51 to 100 employees
- c. At least 50% of the cost for employers with more than 100 employees

Examples of Contractor match contribution include, but are not limited to expenses associated with: Instruction/tuition; materials/supplies; the use of space and equipment during the training project (please show calculation used to assign a \$ value); and trainees' wages (including benefits) of employees during training. All match contributions must be approved by FTDD.

- C.7. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.
 - a. If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.1 of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.
 - b. FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.
 - c. The Contractor's failure to provide the **Monthly Status Reports to FTDD and the State as requested** could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)
 - d. The Contractor must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Payment of Invoice: A payment by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD 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.9. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.10. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals: FTDD 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.
- 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.
- D.3. Termination for Convenience: FTDD may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by FTDD. FTDD shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall FTDD be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which FTDD is liable shall be determined by FTDD. The Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for FTDD's exercise of its right to terminate for convenience.
- D.4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting: The Contractor 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 FTDD. If such subcontracts are approved by FTDD, 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 Contractor shall remain responsible for all work performed.
- D.6. Conflicts of Interest: The Contractor warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the First TN Development District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Grant Contract.

The Contractor acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the First TN Development District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the First TN Development District.

- D.7. Lobbying: The Contractor certifies, to the best of its knowledge and belief, that:
- 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.
 - 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - The Contractor 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 subcontractors/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. Nondiscrimination: The Contractor agrees 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 Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor 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 Contractor, provide Contractor with any necessary signs.

- D.10. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee through the First TN Development District." All notices by the Contractor in relation to this Grant Contract shall be approved by FTDD.
- D.11. Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by FTDD, the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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 the U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

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

The Contractor 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 Contractor 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 FTDD, the head of the Granter State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.12. 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:

FTDD:

Lisa Evans, WIOA Program Director
FTDD
3211 N. Roan Street
Johnson City, TN 37601
Phone: (423) 547-7500
Email: levans@ftdd.org

Contractor:

Tyra Copas
City of Kingsport
415 Broad Street
Kingsport, TN 37760
Phone: (423) 224-2448
Email: tyracopas@kingsporttn.gov

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.13. 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, FTDD reserves the right to terminate this Grant Contract upon written notice to the Contractor. FTDD's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by FTDD. Upon receipt of the written notice, the Contractor shall cease all work associated with the Grant Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from FTDD any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.14. HIPAA Compliance: The State, FTDD and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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.
- The Contractor warrants to FTDD that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - The Contractor warrants that it will cooperate with FTDD, 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.
 - FTDD and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep FTDD and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.
- D.15. Licensure: The Contractor and its employees and all sub-Contractors 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.16. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by FTDD, the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports: The Contractor shall submit brief, monthly, progress report to FTDD and the State as requested. On or before the 5th of the month after the contract has been signed, and every month thereafter, the Contractor has to fill out a Monthly Status Report. After the contract ends a final status report must be submitted by the 5th of the following month. A Monthly Status Report must be completed for each program the Contractor receives funding: Rural Initiative Grant (RIG), Apprenticeship Training Grant (ATG), Incumbent Worker Training (IWT), and On-the-Job Training (OJT). (Attachment C)
- D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor 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 Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

This Grant Contract does not allow for reimbursement of the purchase of any equipment by the Contractor.

- D.19. **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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.20. **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.21. **Liability Insurance:** The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.22. **FTDD Liability:** FTDD shall have no liability except as specifically provided in this Grant Contract.
- D.23. **State Liability:** The State shall have no liability except as specifically provided in this Grant Contract.
- 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Contractor will promptly notify FTDD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to FTDD 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 Contractor's performance longer than forty-eight (48) hours, FTDD may, upon notice to Contractor: (a) cease payment of the fees until Contractor 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. Contractor will not increase its charges under this Grant Contract or charge FTDD 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 Contractor shall comply with all applicable registration requirements contained in Tennessee Code Annotated §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited:** The Contractor 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. **State and Federal Compliance:** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.28. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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 Tennessee Code Annotated §§ 9-8-101 through 9-8-407.
- D.29. **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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.30. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.31. Headings: Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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. Debarment and Suspension: The Contractor 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 offense 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 and 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 Contractor shall provide immediate written notice to FTDD 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.

E.3. 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 Contractor by FTDD or acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor 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.

E.4. Printing Authorization: The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by T.C.A. § 12-7-103(d).

E.5. Work Papers Subject to Review: The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.6. Disclosure of Personal Identity Information: The Contractor shall report to FTDD any instances of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.

E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Contractor provides information to FTDD and the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- b. Subsection (13) - 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 (Pub. L. 94-163).

IN WITNESS WHEREOF:

THE EFFECTIVE DATE OF THIS CONTRACT IS: February 15, 2023

CONTRACTOR:

City of Kingsport

Pat Shull, City Mayor

ADMINISTRATIVE ENTITY:

FIRST TN DEVELOPMENT DISTRICT, INC. (FTDD)

Michael Harrison, Executive Director

ATTACHMENT A

City of Kingsport

CONTRACT BUDGET

LINE ITEMS

CONTRACTOR MATCH REQUIREMENT	BUDGET LINE ITEMS	FEDERAL FUNDING	STATE FUNDING	TOTAL CONTRACT AMOUNT
\$16,554.50	Incumbent Worker Training Grant Program	\$25,000.00		\$25,000.00
	DW Program	\$8,109.00		\$8,109.00
\$16,554.50	TOTAL	\$33,109.00	\$0.00	\$33,109.00

ATTACHMENT B
TRAINING GRANT PROGRAM APPLICATION

MONTHLY STATUS REPORT

Grant	Incumbent Worker Training (IWT)
Company Name	City of Kingsport
Contract Number	CBG/IWT 2023 106
Grant Term Dates	February 15, 2023 – June 30, 2023
Report Due Date	On or before the 5 th of each month.
How many employees did your company commit to train?	58
How many employees have been trained to date?	0
How many employees do you plan to train by the end of the grant?	0
How much money have you spent on training to date?	\$0.00
Will the company use all of the awarded funds?	
What is the anticipated completion date for the remainder of the training?	
Please provide any additional information regarding your training project that staff should be aware of:	
Briefly describe any success stories from your grant:	
Name & Title of Person Submitting Report:	
Email Address & Phone Number:	

ATTACHMENT D
SAMPLE - WORKERS' COMPENSATION CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 80%;">INSURER A:</td><td style="width: 20%;">NAIC #</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A:	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
INSURED													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

--

CERTIFICATE HOLDER

CANCELLATION

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2010/05)

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ATTACHMENT E

GRANT PROGRAM - TRAINEE APPLICATION & ADI FORMS



ADMIN ONLY
VOS State ID:

Grant Program - Trainee Application

Applicant Information		
Last Name:	First Name:	
Social Security Number:	Date of Birth:	
Email:	Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	
Address:		
City:	State:	Zip:
Authorization to Work in US: <input type="checkbox"/> U.S. Citizen/Naturalized <input type="checkbox"/> No <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Lawfully Admitted Alien/Refugee Visa Number: _____ Visa Number: _____ Expiration Date (mmddyy): _____ Expiration Date (mmddyy): _____		
Registered with Selective Service: <input type="checkbox"/> Yes # _____ <input type="checkbox"/> No <input type="checkbox"/> Not Applicable Go to https://www.sss.gov/Registration/Check-a-Registration/Verification-Form to find Selective Service Number.		
Ethnicity/Race: <input type="checkbox"/> Caucasian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Black / African American <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Other <input type="checkbox"/> I do not wish to answer		
Highest School Grade Completed (0-12):		
Highest Education Level Completed: <input type="checkbox"/> High School Diploma <input type="checkbox"/> ___ year(s) College/Technical/Vocational School <input type="checkbox"/> GED / High School Equivalency (if credential was not or has not yet been obtained) <input type="checkbox"/> Vocational Certificate <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Associate's Degree <input type="checkbox"/> Education beyond a Bachelor's Degree		
Military Information		
Transitioning Service Member: <input type="checkbox"/> No <input type="checkbox"/> Within 24 Months of Retirement <input type="checkbox"/> Within 12 Months of Discharge		
Veteran Status: <input type="checkbox"/> Not a Veteran <input type="checkbox"/> Served ≤ 180 days <input type="checkbox"/> Served > 180 days		
Entry Date (mmddyy):	Discharge Date (mmddyy):	
Disabled Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	Campaign Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Current Employment Information		
Employer:	Address:	
City:	State:	Zip:
Start Date (mmddyy):	Hourly Wage:	
Job Title:	Hours Per Week:	

I certify that the information provided is true to the best of my knowledge. I understand that any information obtained from me will be kept confidential.

Applicant/Trainee Signature

Date

HUMAN RESOURCE USE ONLY

I affirm that a current employment eligibility verification form I-9 is on file with the employer for this applicant.

Employer/Human Resource Manager Signature

Date

This project is funded under an agreement with the Tennessee Department of Labor and Workforce Development. AB&T, a WIOA Title I-financially assisted program/activity, is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities and/or limited English proficiency. TTY/VCO: 423-610-0134 REV 1/20

Company _____

[illegible]

ATTACHMENT G

Training Change Request

**Northeast Tennessee LWDA Training Grant Program
Training Change Request**

Company Name	
Company Contact	
Title	
Phone	
Email	
Reason for Training Change	
Amount of Grant Request	
Number of full-time employees to be trained	
Training Start Date:	
Training End Date:	
Type training	Process Improvement _____ or Skills Upgrade _____
Please provide a narrative on the course training and objectives	
Training Provider	Public Institution _____ Company Employee _____ Private Institution _____ Private Instructor _____
Training Delivery	On Site _____ Remote Site _____ At Training Institution _____
Hours of training	

Training Provider			
Training Provider Address			
Trainer email			
Please provide a list of competencies the participants will attain:			
How will this training component directly contribute to improving or upgrading skills of the IW and improve efficiencies or quality in a way that makes the company more competitive:			

Budget Line Item	IWT Funds Requested	Employer Match	Total Grant Amount
Instructor Wages/Tuition	\$0.00	\$0.00	\$0.00
Curriculum Development (Not to exceed 5% of grant request)	\$0.00	\$0.00	\$0.00
Materials, Supplies, Textbooks (must provide an attached itemized list)	\$0.00	\$0.00	\$0.00
Training Equipment	N/A	\$0.00	\$0.00
Travel, Food Lodging	N/A	\$0.00	\$0.00
Employer Payment for Trainee Wages	N/A	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

IWT Cost per trainee	\$0.00 (Total Grant Amount divided by # of trainees)		
----------------------	------------------------------------------------------	--	--

Desired Outcome: How will the marked desired outcome be achieved through the training project? (Select all that apply with an X and provide a brief description about how the desired outcome will be achieved through the training project.)	Helps Layoff Aversion Plan	X	
	Train In Demand Occupation	X	
	Skill Attainment		
	Process Improvement		
	Improve Short-term Wages		
	Improve Long-term Wages		
	Prevent Relocation		
	Result in certification		
	Prevent Relocation		
	Will Save Jobs	0	
Will create new jobs	0		