



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, November 05, 2024 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
John Morris, Budget Director  
Scott Boyd, Fire Chief

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Dale Phipps, Police Chief  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

### **III. INVOCATION**

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

1. Model City 101 Inaugural Class Graduates (Chris McCartt)
2. Recipient of the Mark Vance Award - Detective Kevin Ewing, Kingsport Police Dept. (Alderman Mayes)
3. City Departments who assisted with Hurricane Helene (Vice Mayor Duncan)

## **VI. COMMENT**

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

## **VII. APPOINTMENTS**

- [1.](#) Consideration of Appointment to the Beverage Board (AF-297-2024) (Mayor Montgomery)
- [2.](#) Consideration of Appointments to the Parks and Recreation Advisory Committee (AF-299-2024) (Michael Borders)
- [3.](#) Consideration of Appointments to the Kingsport Public Library Commission (AF-300-2024) (Michael Borders)

## **VIII. APPROVAL OF MINUTES**

- [1.](#) October 14, 2024 - Work Session
- [2.](#) October 15, 2024 - Business Meeting

## **IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

## **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- [1.](#) Consideration of a Budget Ordinance to Appropriate \$13,703.42 from the (USDOJ) Office of Justice Programs FY '24 Bulletproof Vest Partnership Funding (AF-283-2024) (Dale Phipps)
- [2.](#) Consideration of an Ordinance to Appropriate Funds of a Private Monetary Donation for the Kingsport Police Department K-9 Program (AF-289-2024) (Dale Phipps)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Purchase One (1) Pumper Truck with Enforcer Chassis Utilizing Sourcewell Cooperative Purchasing Agreement (AF-298-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Approve and Adopt the Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation (AF-293-2024) (Ryan McReynolds)

- [3.](#) Consideration of a Resolution to Changing Certain Meeting Dates for Work Session and Business Meetings of the Board of Mayor and Aldermen (AF-291-2024) (Chris McCartt)
- [4.](#) Consideration of a Resolution Ratifying the Mayor's Signature on a Letter to Apply for and Receive a State Water Infrastructure Grant Application for Asset Management (AF-303-2024) (Ryan McReynolds)

## **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 Purchase of Mobile and Portable Motorola Radios Utilizing TN State Contract #424 (AF-294-2024) (Chief Phipps)
- [2.](#) Consideration of a Resolution to Renew Agreements for Mowing of Various Locations (AF-281-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution for Amendment Number 1 to TDOT Agreement for Resurfacing Various Roadways Authorizing the Mayor to Sign All Applicable Documents (AF-296-2024) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Accept a Change Order for Software Products from Central Square (AF-301-2024) (Chief Phipps)
- [5.](#) Consideration of a Resolution Approving the Release of Restrictive Covenants and Easements of Record on Tax Parcels 21 – 26, Group D, Control Map 046O and Authorizing the Mayor to Sign All Documents Necessary and Proper to Effectuate the Same (AF-302-2024) (Bart Rowlett)

## **XIII. COMMUNICATIONS**

1. City Manager
  - a. Contracting Emergency Sinkhole Repair
2. Mayor and Board Members

## **XIV. ADJOURN**



**AGENDA ACTION FORM**

**Consideration of Appointment to the Beverage Board**

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

Action Form No.: AF-297-2024  
 Work Session: November 4, 2024  
 First Reading: N/A  
 Final Adoption: November 5, 2024  
 Staff Work By: Angie Marshall  
 Presentation By: Mayor Montgomery

**Recommendation:** Approve appointment.

**Executive Summary:**

It is recommended to appoint Kevin Mitchell to the Beverage Board fulfilling an unexpired term.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of nine members, Chief of Police, Director of Planning, City Recorder, and six residents of Kingsport with one having at least five years' experience in business or administration in ownership or operation of a retail enterprise and one licensed to practice law. Terms are three years with no term limit.

<b>Current Board:</b>			
<b>Member</b>	<b>Term Expires</b>	<b>No. of Terms</b>	<b>Eligibility</b>
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/25	2	KPT Resident; Licensed Attorney
John McKinley	12/31/25	1	KPT Resident
Natalie Wells	7/31/26	2	KPT Resident
Jason Sanders	10/31/26	1	KPT Resident
Lonnie Salyer	6/30/27	4	KPT Resident
Dale Phipps	Term of office	N/A	Police Chief
Ken Weems	Term of office	N/A	Planning Director
Lisa Winkle	Term of office	N/A	City Recorder

<b>Recommended Board:</b>			
<b>Member</b>	<b>Term Expires</b>	<b>No. of Terms</b>	<b>Eligibility</b>
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/25	2	KPT Resident; Licensed Attorney
John McKinley	12/31/25	1	KPT Resident
Natalie Wells	7/31/26	2	KPT Resident
Jason Sanders	10/31/26	1	KPT Resident
Kevin Mitchell	6/30/27	Fulfilling unexpired term	KPT Resident
Dale Phipps	Term of office	N/A	Police Chief
Ken Weems	Term of office	N/A	Planning Director
Lisa Winkle	Term of office	N/A	City Recorder

**Attachments:**

- Kevin Mitchell's Bio

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

Item VII.1.



## **Kevin Mitchell**

517 Walnut Ave.

423-677-8855

[Kaelem43@yahoo.com](mailto:Kaelem43@yahoo.com)

Kevin is originally from Big Stone Gap, VA, but has been a resident of Kingsport and surrounding county since the early 1990's, currently in the same residence since 2007. A 1987 graduate of Carson-Newman College where he obtained a B.A. in Communications and was a member of the 1986 national championship football team.

Kevin was employed by the Kingsport Times News in sales before transitioning to writing as a sports journalist covering East Tennessee and Southwest Virginia high school and small college sports. He was hired by the City of Kingsport in 1997 as a firefighter. Completed training and licensed as a paramedic. He was a member of the department's specialized technical rescue team. Retired in December of 2023 after almost 27 years, having attained the rank of Captain. He still holds a current Tennessee Paramedic license and is a member of the Kingsport Life Saving Crew, a volunteer first responder and rescue agency, serving the citizens of Kingsport and Sullivan County.

Kevin has also served on the boards of Big Brothers, Big Sisters and H.O.P.E. He is also a BJCP Certified beer judge and holds a current State of Tennessee Beverage serving permit.



**AGENDA ACTION FORM**

**Consideration of Appointments to the Parks and Recreation Advisory Committee**

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

Action Form No.: AF-299-2024  
 Work Session: November 4, 2024  
 First Reading: N/A  
 Final Adoption: November 5, 2024  
 Staff Work By: Michael Borders  
 Presentation By: Michael Borders

**Recommendation:** Approve appointments.

**Executive Summary:**

It is recommended to make the following appointments to the Parks and Recreation Advisory Committee:

- Reappoint Alan Meade
- Reappoint Bob Grygotis
- Appoint Tony Ponzio
- Appoint Madison Tincher to fulfill an unexpired term
- Appoint Stella Robinette to fulfill an unexpired term

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The committee is comprised of nine at-large members. City code does not specify city residence, but that has been the practice. Members represent a geographic cross section of the city and serve on various sub-committees for Parks and Recreation. Terms are three years with no term limit.

<b>Current Committee:</b>			
Member	Term Expires	No. of Terms	Eligibility
Brad Hoover	7/31/25	5	At-large
Bob Jack	7/31/25	5	At-large
Pam Mahaffey	7/31/25	3	At-large
Tony Williams	7/31/26	2	At-large
Patrick Potter	7/31/26	1	At-large
Carlos Carvajal	7/31/26	1	At-large
Reba Barber	7/31/24	5	At-large
Alan Meade	7/31/24	4	At-large
Bob Grygotis	7/31/24	Fulfilling unexpired term	At-large

<b>Recommended Committee:</b>			
Member	Term Expires	No. of Terms	Eligibility
Stella Robinette	7/31/25	Fulfilling unexpired term	At-large
Bob Jack	7/31/25	5	At-large
Madison Tincher	7/31/25	Fulfilling unexpired term	At-large
Tony Williams	7/31/26	2	At-large
Patrick Potter	7/31/26	1	At-large
Carlos Carvajal	7/31/26	1	At-large
Tony Ponzio	7/31/27	1	At-large
Alan Meade	7/31/27	5	At-large
Bob Grygotis	7/31/27	1	At-large

**Attachments:**

1. Alan Meade's Bio
2. Bob Grygotis' Bio
3. Tony Ponzio's Bio
4. Madison Tincher's Bio
5. Stella Robinette's Bio

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

Item VII2.

## **Dr. Alan V. Meade, PT, DScPT, MPH**

Alan is currently Director of Rehab Services at Holston Medical Group (HMG) in Kingsport, TN managing four outpatient clinics. He served as Vice-President, then became President of the Tennessee Physical Therapy Association for a period of 12 years. He served as Board Consultant to the TN. PT Licensing Board for over 26 years and has been in this role since 1998. He is one of two PTs only nationwide that has served on the Centers for Medicare and Medicaid Services (CMS) for the Advisory Panel on Outreach and Education (APOE). Alan is licensed in TN, VA, and NC. He served on the Licensing Board or the OT/PT Board of Examiners from 1992-1998 and now currently is in the role of the consultant for investigations, foreign educated therapist credentialing matters, and continuing competence.

He has been a member of the APTA-Tennessee Chapter since he was a student in 1981. He went to the Univ. of TN Health Science Center and received his BS degree in PT. He received his Masters degree in Public Health in 1988 after he earned his BS degree in Community Health in 1986. Alan received his Doctorate of Science in Physical Therapy (DScPT) at UT Health Science Center in Memphis, TN in May 2012.

He has chaired numerous committees in his community in the Tri-Cities and also on the national level including being named a charter member of the FCCPT Board of Directors in Washington, DC. He currently serves on the FCCPT Board even now as the Secretary/Treasurer. He currently serves in the House of Delegates of APTA and has performed in this role for the past 16 years.

Alan was one of the first trainees for Ethic and Jurisprudence courses set up for the state of TN. participating in the "Train the Trainers" for E & J, and he continues to teach in this capacity. He also has served on the Quality Review Committee of the FCCPT for foreign-trained therapists.

He is Adjunct Faculty at ETSU in the Doctor of Physical Therapy Program and teaches in the areas of Administration, Management, and Leadership as well as Health & Wellness.

Alan is a graduate of Leadership Kingsport 2003, also acted as Chairman of the Kingsport Tomorrow 2010. He was also Chairman of K-Play Sports Council in 2005 when softball/baseball and soccer fields were inducted in the community at the Domtar and at Eastman Parks accordingly.

He is a member of First Baptist Church and serves as Deacon and as the Drama Coordinator at this Church. He participates in the Fun Fest Dinner Theater every other year. He was on the Kingsport Parks Recreation Advisory Team from 1998 to about 2003. He came back for another term working with Parks & Recreation and has served as Chair and Liaison to the Lynn View Advisory Committee.

## **Bio for Bob Grygotis**

**Retired Paper Mill executive** with Mead, Willamette, Weyerhaeuser and Domtar, over a 40-year career and multiple states. During my career, had direct responsibility over multiple 50 million dollar or higher projects to include all aspects of the project. Experience working with government agencies as well as local government officials.

### **Volunteer activities include:**

Boy Scout Leader 2013 to 2020 (Son achieved Eagle scout in 2020)

Board member for Texas Arts and Humanities Regional group for three years

Civitan member in 90's

Served as Credit union board member and president in Kingsport

Before retirement worked with local community in Arkansas to develop a fund-raising event that has now run over ten years and benefitted a city of less than 5000 with over \$50,000 annually.

Currently serve as President for Model Empire Model Railroaders club at Johnson City Rail Experience.

**Tony Ponzio**

2324 Colonial View Rd. Kingsport TN

423-307-3405

[tonypzo@gmail.com](mailto:tonypzo@gmail.com)

Tony is a Tennessee Tech University graduate with a BS in Chemical Engineering. He has worked at Eastman Chemical Company since 2008. At Eastman he has had a variety of roles, including international assignments. He and his wife have two children (6 and 3 years old). Tony volunteers as a children's soccer coach, hikes and travels. He has served on the Greenbelt Advisory Committee since 2015 and often tells others from outside the region that the NE TN Tri-Cities is the 'goldilocks zone': big enough to support things like our amazing local parks, but not too crowded to have to sit in traffic and bump shoulders on every trail.

**Madison Tinch**

1335 River Bend Drive, Apt 109, Kingsport TN 37664

423-782-0230

[madisonatincher@gmail.com](mailto:madisonatincher@gmail.com).

Madison is a graduate of Dobyys Bennett High School where she was involved with sports and various activities. She holds a BS in Kinesiology degree from the University of Tennessee and is a licensed practitioner at the HMG Rehabilitation office. She enjoys spending time with friends and family, exercising, being outdoors, and traveling.

## **Stella Robinette**

H.O.P.E. - **H**elp **O**ur **P**otential **E**volve

Founder

P.O. Box 7632

Kingsport, TN 37664

423-276-6541

[stella@hopetricities.com](mailto:stella@hopetricities.com)

Stella Robinette was born on October 15th in Kingsport, TN but lived most of her life in the community of New Canton, TN, in the Churchill area. She bore two daughters and has three grandchildren. She moved to Nashville, TN in 1977, and moved back to Kingsport, TN in 1989.

Stella started Unique Party Planners by Stella and in 1994 started working for Frontier Health for the Regional Intervention Program better known as "RIP". This program was designed to help 2–5-year-olds. She also volunteered in the community with the Genesis youth choir where she was their public relations person. During this time, she also became involved with South Central Kingsport Community Development Inc. where she served on the board. She was involved big brother - big sister as a mentor to two young girls.

Stella also served on the board for the Downtown Kingsport Association and became involved with Kingsport Chamber Ambassador for the Fun Fest Liaison and is founder of Help Our Potential Evolve "H.O.P.E", which she started in 2008. HOPE is dedicated to serve as a mentoring program for the youth and the Black History Celebration that is held in February. HOPE, also helps families prepare for school with their annual Back to School Celebration which provides children with the basics to start school on the right foot.



**AGENDA ACTION FORM**

**Consideration of Appointments to the Kingsport Public Library Commission**

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

Action Form No.: AF-300-2024  
 Work Session: November 4, 2024  
 First Reading: N/A  
 Final Adoption: November 5, 2024  
 Staff Work By: Michael Borders  
 Presentation By: Michael Borders

**Recommendation:** ‘  
 Approve appointments.

**Executive Summary:**  
 It is recommended to make the following appointments to the Kingsport Public Library Commission:

- Reappoint Mickey Shull
- Appoint Mercedes Brown

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of seven members who are residents of the City of Kingsport. Terms are three years with members serving no more than two consecutive terms and may be reappointed after a minimum three-year break in service.

<b>Current Commission:</b>			
Member	Term Expires	No. of Terms	Eligibility
John Deats	6/30/25	Fulfilling unexpired term	KPT Resident
Luke Brogden	6/30/25	1	KPT Resident
Angie Hyché	6/30/26	1	KPT Resident
Julie Hammonds	6/30/26	1	KPT Resident
Joe Ewing	6/30/25	1	KPT Resident
Mickey Shull	6/30/24	1	KPT Resident
Betsy Cooper	6/30/24	2	KPT Resident

<b>Recommended Commission:</b>			
Member	Term Expires	No. of Terms	Eligibility
John Deats	6/30/25	Fulfilling unexpired term	KPT Resident
Luke Brogden	6/30/25	1	KPT Resident
Angie Hyché	6/30/26	1	KPT Resident
Julie Hammonds	6/30/26	1	KPT Resident
Joe Ewing	6/30/25	1	KPT Resident
Mickey Shull	6/30/27	2	KPT Resident
Mercedes Brown	6/30/27	1	KPT Resident

- Attachments:**
1. Mickey Shull's Bio
  2. Mercedes Brown's Volunteer Application

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

Item VII.3.



James Michael Shull  
2101 Westwind Drive  
Kingsport, TN 37660

[Mick.shull@charter.net](mailto:Mick.shull@charter.net)

423-343-9476

James Michael “Mickey” Shull was raised in Kingsport and has retired back in Kingsport after practicing law for 45 years. His volunteer experience has included managing political campaigns, Meals on Wheels and working the Food Pantry at St. Paul’s Episcopal Church. He has also served as the Chairman of the Scott County, VA Industrial Development Authority and Chairman of the Disciplinary Committee for Virginia State Bar; and is currently serving on Friends of the Kingsport Public Library.

Mickey is ready to use his strategic skills to serve the City of Kingsport.

## **Mercedes Brown**

445 High Ridge Rd.  
Kingsport, TN 37660  
423-732-4147  
mercyberrymb@gmail.com

Mercedes Brown brings a unique blend of experience from her diverse backgrounds in naval intelligence and health and wellness. With three years serving aboard the USS Ronald Reagan and three years at Naval Special Warfare Command, she honed her skills in strategic analysis, threat assessment, and information gathering, earning commendations and accolades.

Transitioning into health and wellness, Mercedes earned her Associates in Pre-Allied Health and became a certified health coach and wellness consultant. She specializes in helping individuals achieve optimal physical, mental, and emotional health, emphasizing discipline, resilience, and goal setting from her military background.

Mercedes leverages her military precision and strategic thinking to navigate professional and personal challenges, embodying a commitment to excellence and compassion in all endeavors.



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, October 14, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

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

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

### **III. DISCUSSION ITEMS**

**1. Strategic Planning** - Julia Novak, Raftelis

Ms. Novak stated she has been a consultant for over 20 years and described the facets of Raftelis that include organizational excellence practice, executive coaching, organizational assessments, technology practice and communications practice. She provided details on the process of strategic planning and discussed the specifics of implementing community involvement. She provided details regarding the timeline for Kingsport and the framework elements that compose the plan. Ms. Novak highlighted the top issues in the community.

The City Manager summarized the goal of the strategic planning session, noting it not only focuses on the next 12 months, but the next five years to make the city successful. He pointed out this process is different than the last one pointing out the employee input that was received this time is critical. There was some discussion throughout the presentation as Ms. Novak answered questions from the board.

### **IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the October 15, 2024 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

**BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Monday, October 14, 2024 at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:13 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, October 15, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

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

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

II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Chief Phipps.

III. **INVOCATION** led by Alderman Baker.

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

### V. **RECOGNITIONS AND PRESENTATIONS**

1. **Woody's Trail** - Alderman George

### VI. **COMMENT**

Mayor Montgomery invited citizens in attendance to speak. There being no one coming forward to speak, the mayor closed the public comment section.

VII. **APPOINTMENTS** None.

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

Motion made by Alderman Duncan, Seconded by Alderman Mayes.

Passed: All present voting "aye."

1. **September 30, 2024 - Work Session**
2. **October 1, 2024 - Business Meeting**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, October 15, 2024, at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

- 1. Consideration of a Budget Ordinance to Appropriate \$13,703.42 from the (USDOJ) Office of Justice Programs FY '24 Bulletproof Vest Partnership Funding (AF-283-2024) (Dale Phipps)**

Motion made by Vice Mayor George. Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Accept a Private Monetary Donation for the Kingsport Police Department K-9 Program and an Ordinance to Appropriate the Funds (AF-289-2024) (Dale Phipps)**

Motion made by Alderman Cooper. Seconded by Alderman Baker.

**RESOLUTION NO. 2025-076** A RESOLUTION ACCEPTING A MONETARY DONATION OF \$4,000.00 TO THE KINGSFORT POLICE DEPARTMENT TO BE UTILIZED TO ASSIST IN THE COST OF MAINTAINING DEPARTMENT K-9 UNITS

Passed: All present voting "aye."

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

AN ORDINANCE TO AMEND THE GENERAL PROJECTS- SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2025; 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 Ordinance to Appropriate \$54,000.00 from the Tennessee Highway Safety Office (THSO) FY '25 Grant (AF-270-2024) (Dale Phipps)**

Motion made by Alderman Duncan. Seconded by Alderman Mayes.

**ORDINANCE NO. 7175** AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, October 15, 2024, at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 2. Consideration of a Budget Ordinance to Appropriate \$25,000.00 from the Tennessee Highway Safety Office (THSO) FY '25 Coordinator Grant (AF-271-2024) (Dale Phipps)**

Motion made by Alderman Phillips, Seconded by Alderman Baker.

**ORDINANCE NO. 7176** AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 3. Consideration of a Budget Ordinance for Various Funds FY25 (AF-279-2024) (Chris McCartt)**

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

**ORDINANCE NO. 7177** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution to Purchase One (1) 2025 Autocar with New Way Arm Refuse Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF-284-2024) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Baker.

**RESOLUTION NO. 2025-077** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT, FOR THE PURCHASE OF ONE 2025 AUTOCAR WITH NEW WAY ARM REFUSE TRUCK THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 110223-NWY

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Purchase One (1) Mobile Wireless Lift System Utilizing Sourcewell Cooperative Purchasing Agreement (AF-285-2024) (Ryan McReynolds)**

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

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, October 15, 2024, at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**RESOLUTION NO. 2025-078** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO ARI PHOENIX, INC., FOR THE PURCHASE OF ONE MOBILE WIRELESS LIFT SYSTEM THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 013020-ARP

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Purchase Three (3) Nissan Frontier King Cab 2wd & Two (2) Nissan Frontier King Cab 4wd from TN State Contract # 80358 (AF-290-2024) (Ryan McReynolds)**

Motion made by Alderman Mayes, Seconded by Alderman Duncan.

**RESOLUTION NO. 2025-079** A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) NISSAN FRONTIER KING CAB 2WD AND TWO (2) NISSAN FRONTIER KING CAB 4WD FROM ALAN JAY AUTOMOTIVE UTILIZING TENNESSEE STATE CONTRACT NO.: 80358 AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 4. Consideration of a Resolution Authorizing an Agreement with Selectron Technologies, Inc for a Master Services and Hosting Agreement for a 5 year Contracted Upgrade of the Interactive Voice Response (IVR) solution (AF-286-2024) (Floyd Bailey)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

**RESOLUTION NO. 2025-080** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SELECTRON TECHNOLOGIES, INC. FOR AN UPGRADE FOR THE INTERACTIVE VOICE RESPONSE (IVR) SOLUTION

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Award Piedmont Pharmaceutical Care Network the RFP and Authorizing the Mayor to Sign a Contract to Implement a Pilot Program for Weight Loss Management (AF-288-2024) (Michael Wessely)**

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

**RESOLUTION NO. 2025-081** A RESOLUTION AUTHORIZING AN AGREEMENT WITH PIEDMONT PHARMACEUTICAL CARE NETWORK FOR EMPLOYEE WEIGHT MANAGEMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."



**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

Tuesday, October 15, 2024, at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

6. **Consideration of a Resolution to Rename the "Moonshiners' Delight" Trail to "Woody's Trail"** (AF-252-2024) (Michael T. Borders)

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

**RESOLUTION NO. 2025-082** A RESOLUTION APPROVING THE RENAMING OF THE "MOONSHINER'S DELIGHT" TRAIL TO "WOODY'S TRAIL" AT BAYS MOUNTAIN PARK

Passed: All present voting "aye."

7. **Consideration of a Resolution to Approve the Mayor's Signature for the Purchase of Clear Risk, a Risk Management Information System, by Participating in the City of Fort Collins Cooperative Procurement Agreement** (AF-274-2024) (Bart Rowlett)

Motion made by Alderman Duncan, Seconded by Alderman Baker.

**RESOLUTION NO. 2025-083** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLEAR RISK US CORP FOR THE PURCHASE OF CLEAR RISK UTILIZING THE CITY OF FORT COLLINS, COLORADO CONTRACT

Passed: All present voting "aye."

8. **Consideration of a Resolution Ratifying an Application for the Public Entity Partners 2024-2025 James L. Richardson Driver Matching Grant Program** (AF-282-2024) (Kristen Hodgson)

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

**RESOLUTION NO. 2025-084** A RESOLUTION TO APPROVE AND RATIFY THE SUBMISSION OF AN APPLICATION FOR A 2024-2025 JAMES L. RICHARDSON DRIVER GRANT THROUGH PUBLIC ENTITY PARTNERS FOR THE RISK MANAGEMENT DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

Passed: All present voting "aye."

**XI. CONSENT AGENDA** None.

**XII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt asked everyone to remember the family of former Fire Chief Caldwell who passed away, stating he was an employee for 37 years and served on several boards and commissions. He expressed appreciation to the Fire Department for participating in the service. He stated disaster relief efforts around the region continue and thanked those employees taking part.

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, October 15, 2024, at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

Lastly, Mr. McCartt mentioned the work session yesterday kicked off work towards the new strategic plan, which the Leadership team continued and worked on for most of today. He stated the plan has a generational impact at grass root level and is critical to success.

**2. Mayor and Board Members**

Alderman Mayes agreed with the City Manager regarding Chief Caldwell, pointing out he truly loved the city. He thanked Deputy City Manager McReynolds for his orientation period and providing a tour of city departments, noting he learned a great deal. Alderman Cooper also commented on Chief Caldwell, stating he was a good friend and good man. She mentioned the Witches Night Out event downtown on the 19th and Trick or Treat on the street event on the 26th. She stated Lamplight Theatre is also presenting a Halloween show throughout the month. She also commented there are still specific needs for the relief effort that is ongoing. Alderman George remarked there were many places to drop off these items and commended those who are willing to help. She also commented on the road paving projects around town. Alderman Baker thanked city employees participating in the relief effort and also the City Manager for his leadership and allowing them to help. He stated Eastman is doing a winter clothing drive and encouraged citizens to donate. Alderman Phillips pointed out the city does not designate Halloween Day for door to door trick or treating. He also stated the election was before the next meeting with early voting starting tomorrow and encouraged everyone to vote. He commented on the unexpected passing of Rainbow's End florist, stating he was always active with Funfest events and asked everyone to keep the family in their thoughts and prayers. Vice-Mayor Duncan commented on Officer Kevin Ewing being recognized by the Branch House and receiving the Mark Vance award. He stated at the Keep Kingsport Beautiful meeting today they reported 22 tons are picked up on a normal day. Mayor Montgomery thanked Tyra Copas and her team for the service awards luncheon last week. He also pointed out on November 1st the State of the City address would be in conjunction with the Chamber breakfast. He encouraged early voting tomorrow and remarked on a future discussion to change Kingsport's election day.

**XIII. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 7:57 p.m.

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ANGELA MARSHALL

Deputy City Recorder

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PAUL W. MONTGOMERY

Mayor



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$13,703.42 from the (USDOJ) Office of Justice Programs FY '24 Bulletproof Vest Partnership Funding**

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

Action Form No.: AF-283-2024  
Work Session: October 14, 2024  
First Reading: October 15, 2024

**Final Adoption: November 5, 2024**  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 7, 2024, via AF-108-2024 the Board of Mayor and Aldermen approved the mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved \$13,703.42 in reimbursements for vest expenditures. A fifty percent match is required, and the match is provided from the police department operating budget.

**Attachments:**

- 1. Budget Ordinance

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2507) in the amount of \$6,851 and requires a 50% local match of \$6,852 which is provided for in the Police Department operating budget.

**Account Number/Description:**

**Fund 111: General Project-Special Revenue  
Bullet Proof Vest Project (NC2507)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	0	6,851	6,851
111-0000-391.01-00 From General Fund	0	6,852	6,852
<b>Total:</b>	<b>0</b>	<b>13,703</b>	<b>13,703</b>
 <b><u>Expenditures:</u></b>	 \$	 \$	 \$
111-3020-442.30-20 Operating Supplies & Tools	0	13,703	13,703
<b>Total:</b>	<b>0</b>	<b>13,703</b>	<b>13,703</b>

**Fund 110: General Fund**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-3030-443.30-25 Safety Supplies	10,000	(6,852)	3,148
110-4804-481.70-35 General Proj-Spec Rev	2,523,300	6,852	2,530,152
<b>Total:</b>	<b>2,541,300</b>	<b>0</b>	<b>2,533,300</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Appropriate Funds of a Private Monetary Donation for the Kingsport Police Department K-9 Program**

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

Action Form No.: AF-289-2024  
Work Session: October 14, 2024  
First Reading: N/A  
**Final Adoption: November 5, 2024**  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Kingsport citizen, Frederick Stewart Baggett, wishes to make a monetary contribution to the police department in the amount of \$4,000.00 (Four thousand dollars). The intended purpose of this contribution is to assist with the cost of maintaining the Kingsport Police Department's K-9 Unit. It is with this action that the police department respectfully requests the board to accept the contributions and place the funds into a project line to be utilized for the furtherance of the K-9 program. A project line has previously been established for this purpose, as Baggett has donated monies for the K-9 program in the past. The previously established project line is NC 1808 Account # 111-0000-364.10-00.

**Attachments:**  
1. Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from Stewart Baggett in the amount of \$4,000 to the K-9 Donation project (NC1808).

**General Projects-Special Revenue Fund: 111**

**K-9 Donation (NC1808)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.10-00 From Individuals	28,000	4,000	32,000
<b>Total:</b>	<b>28,000</b>	<b>4,000</b>	<b>32,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.30-12 Food	2,000	00	2,000
111-0000-601.30-20 Operating Supplies & Tools	26,000	4,000	30,000
<b>Total:</b>	<b>28,000</b>	<b>4,000</b>	<b>32,000</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase One (1) Pumper Truck with Enforcer Chassis Utilizing Sourcewell Cooperative Purchasing Agreement**

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

Action Form No.: AF-298-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase One (1) Pumper Truck with Enforcer Chassis from Siddons-Martin Emergency Group utilizing Sourcewell Cooperative Purchasing Agreement #113021-OKC for use by the Fire Department. The delivery from the dealership to the agency is included in the total price of \$1,186,267.00. The estimated delivery date is 35-38 months after the PO has been received.

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

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

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

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

Item X11.

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SIDDONSON-MARTIN EMERGENCY GROUP UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 113021-OKC FOR ONE PUMPER TRUCK WITH ENFORCER CHASSIS FOR USE BY THE KINGSPORT FIRE DEPARTMENT

WHEREAS, staff recommends the purchase of one (1) Pumper Truck with Enforcer Chassis utilizing Sourcewell Cooperative Purchasing Agreement # 113021-OKC for use by the Kingsport Fire Department; and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Siddons-Martin Emergency Group, in the amount not to exceed \$1,186,267.00; and

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

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Siddons-Martin Emergency Group for one pumper truck with enforcer chassis utilizing Sourcewell Cooperative Purchasing Agreement # 113021-OKC, for use by the Kingsport Fire Department in the amount not to exceed \$1,186,267.00.

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

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

ADOPTED this the 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**FLEET MAINTENANCE DEPARTMENT**

**City of Kingsport**

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** October 21, 2024  
**Re:** Fleet Replacement of 1859 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 1859 in the amount of \$1,186,267.00. The unit bid meets the expectations of the Fire Department and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 113021-OKC. A copy of the Sourcewell Contract is attached. The estimated delivery is 35-38 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	PUMPER TRUCK WITH ENFORCER CHASSIS	SIDDONS-MARTIN EMERGENCY GROUP	NA City/NA Hwy

**The unit will be a Fleet Replacement**

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

The Sourcewell offering was reviewed by David Chase and he is in agreement with this recommendation.

**Fuel Economy Improvement**

N/A

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

**Cost increases from previous purchases**

2381 Pumper Truck purchased 9/21/16 for \$524,488.00.  
 2391 Pumper Truck purchased 10/7/21 for \$696,012.15, a 33% increase.  
 This purchase is \$1,186,267.00, a 70% increase.

**Sourcewell Contract 113021-OKC**

**Replacements**

1859	2008 SEAGRAVES PUMPER	Mileage	136,680
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Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.





# Option List

10/09/2024

**Customer:** Kingsport Fire Department  
**Representative** Miranda, Michael  
**Organization:** Siddons-Martin Emergency Group  
**Requirements Manager:**  
**Description:** Kingsport 2024 Pumpers Option 2  
**Body:** Pumper, Long, Aluminum, 2nd Gen  
**Chassis:** Enforcer Chassis

**Bid Number:** 1406  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 01/02/2024  
**Stock Number:**  
**Price Level:** 50 (Current: 50)  
**Lane:** Lane 1

**Sourcewell Contract:** 113021  
**Lead Time Estimate:** 35-38 Months  
**Bid Price:** \$1,255,309  
**Sourcewell Price:** \$1,186,267  
**100 % Prepayment Price:** \$1,067,344  
**Pricing valid until:** 12/20/2024

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Kingsport Fire Department Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Siddons-Martin Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option will be Required at Booking	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0766110		Consortium, Sourcewell	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816570		Performance Bond, 100% Req'd, PPI Terms	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase Wheelbase - 197.00	1
20	0000070		GVW Rating GVW rating - 48,500	1
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0020018		Frame Liner Not Req'd	1
23	0728338		Axle, Front, Meritor FL-943, 21,500 lb, Enforcer	1
24	0199681		Suspension, Front, Standens, Taper Leaf, 21,500 lb, Imp/Vel/Enf	1
25	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
26	0000322		Oil Seals, Front Axle	1
27	0899288		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Speed	1
28	0890369		Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot	1
29	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0782552		Tires, Rear, Goodyear, Endurance F	1
34	0654806		Wheels, Rear, Accuride, 22.50" x 8. <span style="border: 1px solid black; padding: 2px;">Item X11.</span> 50, LRH, Single Hub Pilot, Single	1

**Siddons Martin Emergency Group, LLC**  
**892 Kansas St.**  
**Memphis, TN 38106**  
**DEALER # 21916**

October 21, 2024

**Steve Leonard, Fleet Service Manager**  
**KINGSPORT FIRE DEPARTMENT**  
**130 ISLAND ST**  
**KINGSPORT, TN 37660**



**Inflation/Cost Increases:**

Over the last several years, the cost of producing Fire Apparatus has increased due to multiple factors. The costs of raw materials for manufacturing, vendor supplied components, utilities, and labor costs have all increased significantly. With estimated lead times requiring the use of 2027 EPA emissions compliant engines, resulted in the largest single increase.

The cost increases have begun to stabilize, and our hope is that budgeting for apparatus replacements will return to predictable levels. Please let me know if you have any questions or if you need any other information.

**Sincerely,**

**Michael Miranda**  
**Sales Representative**  
**Siddons-Martin Emergency Group**

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily



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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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



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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

*3. Use; Quality Control.*

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

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

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

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

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

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

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

#### 15. FORCE MAJEURE

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

#### 16. SEVERABILITY

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

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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



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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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



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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

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

## 19. COMPLIANCE

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 22. CANCELLATION

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

**\*\* Remainder of page intentionally blank \*\***

Sourcewell

Oshkosh Corporation

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D06489...

James W. Johnson

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

James W. Johnson

Title: Chief Procurement Officer

Title: Executive Vice President and President  
Fire & Emergency Segment

4/5/2022 | 4:53 PM CDT

Date: \_\_\_\_\_

Date: APRIL 5 '22

Approved:

DocuSigned by:  
Chad Coquette  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coquette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: \_\_\_\_\_



# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: Pierce Manufacturing  
Does your company conduct business under any other name? If yes, please state: WISCONSIN  
Address: 2600 American Drive  
Appleton , WI 54914  
Contact: Michelle Swokowski  
Email: mswokowski@piercemfg.com  
Phone: 920-832-3272  
Fax: 920-740-6252  
HST#:

## Submission Details

Created On: Monday October 18, 2021 12:41:15  
Submitted On: Tuesday November 30, 2021 16:18:31  
Submitted By: Michelle Swokowski  
Email: mswokowski@piercemfg.com  
Transaction #: 724f061f-10fb-4d93-bd02-b5afd9c2b906  
Submitter's IP Address: 198.190.231.15

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902  Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914  Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com,
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

#### Oshkosh Corporation Overview

Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller.

Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

#### Oshkosh Core Values:

##### WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

##### WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

##### WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

##### WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

#### Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

#### Business Longevity:

Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland

		<p>rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder.</p> <p>Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968.</p> <p>We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers!</p> <p>Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.</p>	
10	What are your company's expectations in the event of an award?	<p>The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program.</p> <p>The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members.</p> <p>The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.</p>	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company.</p> <p>We have attached our annual report, SEC Filings along with the Dunn &amp; Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. <a href="http://investor.oshkoshcorporation.com/investors/overview/">http://investor.oshkoshcorporation.com/investors/overview/</a></p> <p>Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards &amp; Poor's BBB.</p> <p>Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&amp;B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.</p>	*

12	What is your US market share for the solutions that you are proposing?	<p>Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link.  <a href="http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx">http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx</a></p> <p>Fire &amp; Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles.</p> <p>The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market.</p> <p>The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.</p>	*
13	What is your Canadian market share for the solutions that you are proposing?	<p>Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.</p>	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

15	<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>Pierce and Airport Products are best described as manufacturers.</p> <p>Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors.</p> <p>Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service.</p> <p>Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives.</p> <p>Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.</p>
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16	<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>Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required.</p> <p>We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality.</p> <p>ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well.</p> <p>Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate.</p> <p>UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate.</p> <p>ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</a></p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</a></p>



In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.  
World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750.  
Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

		<p>Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders <a href="https://www.facebook.com/Pierce/posts/10165217512965527">https://www.facebook.com/Pierce/posts/10165217512965527</a></p> <p>Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces.</p> <p>Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: <a href="https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal">https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal</a></p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements.</p> <p>Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.</p>	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products.</p> <ol style="list-style-type: none"> <li>1. Sourcewell*</li> <li>2. H-GAC*</li> <li>3. NASPO Value Point</li> <li>4. NPPGov</li> <li>5. Lamas</li> <li>6. BuyBoard</li> <li>7. Florida Sherriff's</li> <li>8. Ohio State</li> <li>9. Costars</li> </ol>	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current GSA (General Services Administration) contract is GS30F021DA	*

#### Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Knoxville Fire Department	Bobby Palmer	865-595-4474
Howell Fire District #3	Louis Memmolo,III	732-905-8530
Clark County	Riccardo Terzo	702-455-8341
Tampa International Airport	Oren Hanson	813-267-0335



**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A

**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 *
25	Sales force.	<p>Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network.</p> <p>The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.</p>
26	Dealer network or other distribution methods.	<p>Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way.</p> <p>There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location.</p> <p>As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products.</p> <p>Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.</p>

27	Service force.	<p>Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned &amp; managed dealer network. 20 United States &amp; 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer:</p> <ul style="list-style-type: none"> <li>• Dedicated Service Professionals</li> <li>• Nearly 250 mobile service vehicles, strategically located throughout North America</li> <li>• Offer scheduled &amp; unscheduled maintenance services</li> <li>• 24/7 access to Pierce Technical Support Hot-Line,</li> <li>• Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement.</li> </ul> <p>Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include:</p> <ul style="list-style-type: none"> <li>• Dedicated and committed on-hand spare parts inventory</li> <li>• Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.)</li> <li>• Same-day &amp; next-day shipping services from UPS, FedEx, and XPO</li> <li>• 24/7 website to locate and check pricing &amp; availability of spare parts by authorized dealer</li> <li>• Tens of thousands of digital photographs &amp; 3D artwork of replacement parts for fast &amp; easy identification</li> </ul> <p>Pierce offers a complete set of training classes, for both operators &amp; maintainers, to keep your Pierce apparatus running at peak performance.</p> <ul style="list-style-type: none"> <li>• Regional &amp; Corporate training events held throughout the calendar year</li> <li>• Instructors with over 100 combined years of Pierce &amp; industry expertise</li> <li>• Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system</li> <li>• Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III</li> <li>• Operation overview of foam &amp; aerial devices</li> </ul> <p>Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover.</p> <p>Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service &amp; Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user.</p> <p>Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives	<p><b>AFTERMARKET PIERCE MODEL</b></p> <p>Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any</p>

that help your providers meet your stated service goals or promises.

service needs they may have.

#### TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

#### Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

#### The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

#### INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

#### FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

#### PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

#### TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

#### SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

#### PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

		<p>apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum.</p> <p>All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services.</p> <p>Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635</p>	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle.</p> <p>We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell.</p> <p>Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories.</p> <p>Airport Products is able and willing to provide our products and services to participating entities in the United States.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal.</p> <p>Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT).</p> <p>Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support.</p> <p>Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract.</p> <p>Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.</p>	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.</p>	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team:</p> <ul style="list-style-type: none"> <li>• Overview of the contract and what differentiates it from the others</li> <li>• Training and updating internal User Guide/Handbook</li> <li>• Adding the contract option to our custom truck configurator Pulse</li> <li>• Adding the contract to the internal communication portal</li> <li>• Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract</li> <li>• Develop a flyer or FAQ to provide sales reps and customers as a takeaway</li> <li>• Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck.</li> </ul> <p>Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder.</p> <p>Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology.</p> <p>Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained.</p> <p>Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials.</p> <p>Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location.</p> <p>Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset.</p> <p>This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process.</p> <p>For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

<p>39</p>	<p>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.</p>	<p>Training is offered in several different ways:</p> <ul style="list-style-type: none"> <li>• A customer can request factory personnel to provide training and it will be added to the sale or available at a later date.</li> <li>• The dealer may have a training program to offer that introduces the customer to the dealer's support team</li> <li>• The customer may choose to attend regional training classes offered throughout the year.</li> </ul> <p>All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable.</p> <p>On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training.</p> <p>We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request.  <a href="https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx">https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx</a>.</p> <p>Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.</p>
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40	Describe any technological advances that your proposed products or services offer.	<p>Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company.</p> <p>Through this contract, we offer numerous proprietary features that stand out from others and not limited to:</p> <ul style="list-style-type: none"> <li>• Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations.</li> <li>Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information.</li> <li>• Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution</li> <li>Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information.</li> <li>• Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard.</li> <li>• Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization</li> <li>• TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military.</li> <li>• Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty</li> <li>• Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities.</li> <li>• Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground.</li> <li>• Snozzle® HRET – The Snozzle High Reach Extendible Turret is available in a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8.</li> <li>• Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years.</li> <li>Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information.</li> </ul> <p>The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.</p>
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41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies &amp; Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder.</p> <p><b>Pierce Sustainability Efforts</b> Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities.</p> <p>Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate.</p> <p>Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years.</p> <p>Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index.</p> <p><b>Department of Energy's Better Buildings, Better Plants Program</b> Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness.</p> <p><b>ISO 14001:2015 Environmental Management System</b> To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder.</p> <p><b>Community – Goodwill</b> Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.</p>
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<p>42</p>	<p>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.</p>	<p>Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference.</p> <p><b>CERTIFICATIONS:</b>  <b>ISO 14001:2015 Certification</b>                  Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation.</p> <p><b>TRUE Zero Waste Certification</b>                  The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level.</p> <p><b>AWARDS:</b>                  The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18.</p> <p><b>Energy Efficiency Excellence Award</b>                  The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production.</p> <p><b>Wisconsin Recycling Excellence Award</b>                  The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts.</p> <p><b>GREEN / SUSTAINABILITY:</b>  <b>Dow Jones Sustainability Index</b>                  Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices.</p> <p><b>World's Most Ethical Companies</b>                  In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p><b>Green Masters</b>                  The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.</p>
<p>43</p>	<p>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.</p>	<p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve.</p> <p>Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.</p>
<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships.</p> <p>Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength.</p> <p>Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered.</p> <p>Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.</p> <p>The standard Cab &amp; chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.</p> <p>Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> <li>• Wear items</li> <li>• Normal adjustments and maintenance services.</li> <li>• Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.</li> <li>• Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.</li> <li>• Items subjected to misuse, negligence, accident, or improper maintenance.</li> <li>• Loss of time or use of the product, inconvenience, or other incidental expenses.</li> </ul> <p>The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.</p> <p>All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.</p> <p>Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle.</p> <p>Examples of base warranties are our structural warranties which carry a 100,000-mile limit.</p> <p>Extended warranties carry various mileage limits based on the specific coverage.</p> <p>Paint warranties are prorated based on age of the unit.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.</p> <p>Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.</p>
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.</p>

49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.  Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.  Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

**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 *
56	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.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows <ul style="list-style-type: none"> <li>• Product Category</li> <li>• Identification ID#</li> <li>• Product Description</li> <li>• List Price</li> <li>• Percentage off per product</li> <li>• Line Item (Contract) Price</li> </ul> The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).
59	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.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

60	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.	<p>Pre-Delivery Expenses                      Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> <li>Factory inspection trips</li> <li>Weekly construction photo progress reports</li> <li>Orientation DVD specific to your apparatus</li> <li>Loose Equipment</li> <li>Engine and or transmission diagnostic software</li> <li>Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment</li> <li>Pre-delivery service consisting of basic fluids and filters</li> <li>Custom fabrication for tool mounting and communication equipment</li> <li>Other items as requested by customer and deemed sourced or open market</li> <li>Delivery</li> <li>Sales and other taxes, license, handling, or title fees are also not included.</li> </ul>	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Transportation Expenses                      Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.</p>	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.</p> <p>All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.</p> <p>The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process. Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction.</p> <p>Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.
67	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.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.



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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles.</p> <p><b>CUSTOM AND COMMERCIAL PUMPER PRODUCTS</b> Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.</p> <p><b>AERIAL PRODUCTS</b> Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.</p> <p><b>EMERGENCY RESPONSE VEHICLES -</b> Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle.</p> <p><b>RESCUE PRODUCTS</b> Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.</p> <p><b>TANKER PRODUCT</b> Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.</p> <p><b>SPECIALTY VEHICLES</b> Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle.</p> <p><b>Maxi-Metal Partnership</b> <b>MAXIMETAL PRODUCTS-</b> are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration.</p> <p>Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command</p>

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

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

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	<p>Pierce Master Technician Program</p> <p>The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE &amp; EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.</p>
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.</p>
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL).</p> <p>Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.</p> <p>Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.</p> <p>Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.</p>
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>CERTIFIED: UL/ULC</p> <p>NFPA 1901 UL Certification &amp; UL Canada (ULC) Certification</p> <p>Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.</p>

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
  - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
  - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
  - [Standard Transaction Document Samples](#) - SALES\_TEMPLATE\_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

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
<b>Addendum_4_Fire_Apparatus_RFP_113021</b> Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Fire_Apparatus_RFP_113021</b> Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve and Adopt the Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation**

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

Action Form No.: AF-293-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
In August of 2016 the Kingsport Board of Mayor and Alderman approved and adopted a resolution to which the City of Kingsport would adhere regarding consultant selection policy for projects funded in whole or in part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation.

The City has been notified by the Tennessee Department of Transportation Local Program Development Office that it must adopt an updated version of the consultant selection policy for projects funded in whole or in part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation. This updated form came into effect on June 1, 2023.

While this policy is a requirement to have on file in order to spend federal funds that are passed through the Tennessee Department of Transportation, the City is not bound solely to this process for selecting a consultant. Local governments are now allowed to select a consultant from an on-call list of consultants that the Tennessee Department of Transportation has already short listed. Kingsport has used the on-call list in recent years, however, this policy gives Kingsport the parameters for another avenue if it's in our best interest.

- Attachments:**  
1. Resolution  
2. TDOT Form 1-2

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

Item XI2.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AND ADOPTING THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY; DESIGNATING THE CITY MANAGER AS THE LEGALLY DESIGNATED SELECTION AUTHORITY FOR THE POLICY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AS AGENCY HEAD, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in August, 2016, by Resolution No. 2017-016, the board approved the Tennessee Department of Transportation's (TDOT's) Local Government Guidelines for state and federal funded projects; and

WHEREAS, since that time, TDOT has made updates to its guidelines and requires the city to formally adopt the updated TDOT Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation; and

WHEREAS, the city manager can be designated as the legally designated selection authority.

Now therefore,

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

SECTION I. That Tennessee Department of Transportation's Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation is approved and adopted.

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 Tennessee Department of Transportation's Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the policy or this resolution, said policy being as follows:

CITY OF KINGSPORT, TENNESSEE  
**Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the  
Federal Highway Administration or the Tennessee Department of Transportation**

**AUTHORITY:** T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** To prescribe the policy of the City of Kingsport, Tennessee, hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

**APPLICATION:**

A. Engineering and Design Related Services

This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

B. Right-of-Way Acquisition Services

This policy also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

**DEFINITIONS:**

A. *Competitive Negotiation* means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101-1104, commonly referred to as the Brooks Act.

B. *Engineering and Design Related Services* means -

1. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and

2. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

C. *Fixed fee* means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.

D. *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.

E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.

F. *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

**PROCUREMENT METHODS:**

A. *Competitive Negotiation* - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.

B. *Small Purchases* - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$250,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.

C. *Noncompetitive Negotiation* - Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

**TYPES OF CONTRACTS:**

A. *Project Specific Contract* - A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.

B. *Multiphase Contract*- A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.

C. *General Engineering Related Contract* - General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple



projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

**POLICY:**

**I. CONSULTANT EVALUATION COMMITTEE**

A. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.

B. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.

C. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

**II. PREQUALIFICATION OF CONSULTANTS**

A. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.

B. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).

C. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:

1. Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.

2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:

a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or

b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.

C. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.

D. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.

E. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or and other agency of the State of Tennessee.

**III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

A. Confidentiality of Data and Records Retention

1. To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.

2. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.

3. In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only



exceptions are the following:

- a) If any litigation, claim, or audit is started before the expiration of the 3- year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

#### B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through the Local Programs Development Office website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing. Upon approval the solicitation must be submitted to the Local Programs Development Office at [local.programs@tn.gov](mailto:local.programs@tn.gov) at least three business days prior to the desired publish date.

1. For **all** contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or e-mailed;
  - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and
  - b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;
  - d) Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
  - e) The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
  - f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - g) The contract type and method of payment; and
  - h) Any special provisions or contract requirements associated with the solicited services.
3. For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for mid-range and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

#### C. Consultant Evaluation Criteria

1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
  - a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TOOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited prequalification status; and,
  - b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
    - i. Workload capacity; including amount of work under contract with the Agency, if applicable
    - ii. Past performance on Agency Projects;

- iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
  - iv. Other factors including interviews and demonstrations, as approved by the Agency; and
  - v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
2. If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
- a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
  - b) For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
    - i. A need has been established for a consultant to provide a local presence;
    - ii. A local presence will add value to the quality and efficiency of the project; and
    - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
  - iv. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.
- D. Evaluation, Ranking and Selection
1. Phase I Evaluation
- a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
  - b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
  - c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
  - d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.
2. Phase II Evaluation
- a) The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
  - b) A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
  - c) Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
  - d) The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.
3. Phase III Evaluation, Ranking, Selection and Notification
- a) If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
  - b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
  - c) The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank

order.

#### E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:

- a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
- b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.

3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.

b) The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = (Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate) (based on TOOT Policy 301-01) x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 15% (See Appendix 1 for fixed fee rate determination).

c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.

4. Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".

5. The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

#### F. Contract Development and Execution

1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.

2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.

3. The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.

4. Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain

different payment methods as appropriate for compensation of different elements of work.

5. Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

6. The Agency shall maintain a record of the negotiations and all required approvals.

7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

#### G. Contract Administration

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.

2. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

3. A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### H. Contract Modifications

1. A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

2. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.

3. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

#### I. Contract Accounting Policies

1. Indirect Cost Rate - Basic Agreement or Contract

a) **Federally funded projects:** The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TOOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;

i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.

ii. The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.

iii. If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be

considered for any firm without an approved indirect cost rate.

b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.

2. Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-approved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.

3. Fixed Fee Payment:

a) For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.

b) The fixed fee for each progress billing shall be determined using the consultant's actual Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate for the specific billing period multiplied by the negotiated fixed fee percent (based on TOOT Policy 301-01).

c) With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.

4. Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.

5. Retainage shall not be required for new Engineering and Technical Services Contracts.

6. Audit Requirements:

a) Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.

b) Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.

c) Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.

7. Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.

8. Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.

9. Direct Costs

a) Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.

b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.

c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.

d) The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.

10. Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

J. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or



laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

**K. Sub-consultants for Engineering Services**

1. Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.

2. Geotechnical Studies Firms as Sub-Consultants

a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.

b) Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

**L. Sub-consultants Not Covered Under Engineering Services**

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.

2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

**IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

**V. SMALL PURCHASE PROCUREMENT PROCEDURE**

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$250,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

**VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE**

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

**ATTACHMENT A - Consultant Selection for Locally Managed Projects**

Size of Project	Type of Project	Procurement Requirements
<p><b>SMALL projects</b></p> <ul style="list-style-type: none"> <li>• Must have a full-time employee on staff with experience managing transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TOOT to use their own forces. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation Alternatives</li> <li>• intersection improvements without significant ROW (under one acre of disturbance)</li> <li>• Safe Routes to School</li> <li>• resurfacing</li> <li>• striping</li> <li>• signing</li> <li>• guardrail installation</li> <li>• signalization</li> <li>• some bridge replacement projects (under one acre of disturbance) <ul style="list-style-type: none"> <li>• non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>• low-risk and exempt ITS</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul>
<p><b>MID-RANGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff.</li> <li>• Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• roadway widening</li> <li>• realignment of existing roadway</li> <li>• signalization projects with the addition of turn lanes</li> <li>• intersection improvements with significant ROW (over one acre of disturbance)</li> <li>• bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>• projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>• high-risk ITS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>
<p><b>LARGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• construction of new facilities</li> <li>• widening of existing roadways</li> <li>• realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>• environmental clearances that require an EIS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>

**ATTACHMENT B- Policy for Standard Procurement of Engineering and Technical Services  
Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
[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 city manager is designated the legally designated selection authority for purposes of the policy.

SECTION V. That any agreement arising from the policy must be presented to the board of mayor and aldermen for consideration and final approval.

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

ADOPTED this the 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**CITY OF KINGSPORT, TENNESSEE**  
**Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation**

**AUTHORITY:** T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** To prescribe the policy of the City of Kingsport, Tennessee, hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

**APPLICATION:**

A. Engineering and Design Related Services

This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

B. Right-of-Way Acquisition Services

This policy also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

**DEFINITIONS:**

A. *Competitive Negotiation* means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

B. *Engineering and Design Related Services* means –

1. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
2. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development,

traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

- C. *Fixed fee* means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
- D. *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.
- E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- F. *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

### **PROCUREMENT METHODS:**

- A. *Competitive Negotiation* - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- B. *Small Purchases* - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$250,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.
- C. *Noncompetitive Negotiation* – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

### **TYPES OF CONTRACTS:**

- A. *Project Specific Contract* – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.

- B. *Multiphase Contract* – A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. *General Engineering Related Contract* – General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

**POLICY:**

**I. CONSULTANT EVALUATION COMMITTEE**

- A. Establishment of a Consultant Evaluation Committee: The Agency’s legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency’s legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- B. Role: The CEC shall have the responsibility of submitting to the Agency’s legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC’s recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- C. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency’s legally designated selection authority.

**II. PREQUALIFICATION OF CONSULTANTS**

- A. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation’s website.
- B. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).

- C. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an “Unlimited” or “Limited” prequalification status as described below:
1. Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
  2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
- C. Expiration or termination of a consultant’s prequalification status may be cause for the Agency to terminate any contract with a consultant.
- D. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- E. A firm’s prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or and other agency of the State of Tennessee.

### III. **COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

#### A. Confidentiality of Data and Records Retention

1. To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
2. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency’s acceptance of a consultant’s indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
3. In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years

from the date of submission of the final expenditure report. The only exceptions are the following:

- a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

#### B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through the Local Programs Development Office website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing. Upon approval the solicitation must be submitted to the Local Programs Development Office at [local.programs@tn.gov](mailto:local.programs@tn.gov) at least three business days prior to the desired publish date.

1. For **all** contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or e-mailed;
  - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and

- b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;
  - d) Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
  - e) The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
  - f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - g) The contract type and method of payment; and
  - h) Any special provisions or contract requirements associated with the solicited services.
3. For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for mid-range and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

#### C. Consultant Evaluation Criteria

1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited prequalification status; and,
  - b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:

- i. Workload capacity; including amount of work under contract with the Agency, if applicable
      - ii. Past performance on Agency Projects;
      - iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
      - iv. Other factors including interviews and demonstrations, as approved by the Agency; and
      - v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
  2. If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
    - a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
    - b) For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
      - i. A need has been established for a consultant to provide a local presence;
      - ii. A local presence will add value to the quality and efficiency of the project; and
      - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
      - iv. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
  3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.
- D. Evaluation, Ranking and Selection
1. Phase I Evaluation
    - a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
    - b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.



- c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

## 2. Phase II Evaluation

- a) The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
- b) A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
- c) Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
- d) The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.



### 3. Phase III Evaluation, Ranking, Selection and Notification

- a) If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- c) The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

#### E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. **Determination of Contract Amount:** The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
  - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
  - b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. **Scope of Work Meeting with Selected Firm:** The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. **Cost Proposal:** The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
  - b) The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = (Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate) (based on TDOT Policy 301-01) x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 15% (See Appendix 1 for fixed fee rate determination).
  - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. **Contract Negotiations:** If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
5. The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

**F. Contract Development and Execution**

1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
3. The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
4. **Method of Payment:** The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

5. Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
6. The Agency shall maintain a record of the negotiations and all required approvals.
7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

#### G. Contract Administration

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
2. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

3. A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### H. Contract Modifications

1. A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications

- shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.
2. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
  3. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

I. Contract Accounting Policies

1. Indirect Cost Rate – Basic Agreement or Contract
  - a) **Federally funded projects:** The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
    - i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
    - ii. The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
    - iii. If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
  - b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
2. Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-approved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.

3. Fixed Fee Payment:
  - a) For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
  - b) The fixed fee for each progress billing shall be determined using the consultant's actual Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate for the specific billing period multiplied by the negotiated fixed fee percent (based on TDOT Policy 301-01).
  - c) With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
4. Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
5. Retainage shall not be required for new Engineering and Technical Services Contracts.
6. Audit Requirements:
  - a) Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - b) Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - c) Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
7. Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
8. Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48  
CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.

9. Direct Costs

- a) Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
- d) The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.

10. Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

J. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

K. Sub-consultants for Engineering Services



1. Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
2. Geotechnical Studies Firms as Sub-Consultants
  - a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
  - b) Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

**L. Sub-consultants Not Covered Under Engineering Services**

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

**IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall

submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

#### **V. SMALL PURCHASE PROCUREMENT PROCEDURE**

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$250,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

#### **VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE**

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.



**ATTACHMENT A – Consultant Selection for Locally Managed Projects**

Size of Project	Type of Project	Procurement Requirements
<p><b>SMALL projects</b></p> <ul style="list-style-type: none"> <li>• Must have a full-time employee on staff with experience managing transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation Alternatives</li> <li>• intersection improvements without significant ROW (under one acre of disturbance)</li> <li>• Safe Routes to School</li> <li>• resurfacing</li> <li>• striping</li> <li>• signing</li> <li>• guardrail installation</li> <li>• signalization</li> <li>• some bridge replacement projects (under one acre of disturbance)</li> <li>• non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>• low-risk and exempt ITS</li> </ul>	<ul style="list-style-type: none"> <li>• Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul>
<p><b>MID-RANGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• roadway widening</li> <li>• realignment of existing roadway</li> <li>• signalization projects with the addition of turn lanes</li> <li>• intersection improvements with significant ROW (over one acre of disturbance)</li> <li>• bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>• projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>• high-risk ITS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>
<p><b>LARGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• construction of new facilities</li> <li>• widening of existing roadways</li> <li>• realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>• environmental clearances that require an EIS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>

**ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services****Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
AGENCY HEAD DATE



**AGENDA ACTION FORM**

**Consideration of a Resolution Changing Certain Meeting Dates for Work Session and Business Meetings of the Board of Mayor and Aldermen**

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

Action Form No.: AF-291-2024  
Work Session: November 4, 2023  
First Reading: N/A  
Final Adoption: November 5, 2023  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Article III, Section 7 of the Charter of the City of Kingsport provides that except as “provided by ordinance or resolution, the regular meeting of said board shall be at 7:00 p.m. (local time) on the first and third Tuesday of each month.” However, certain regular meetings of the board conflict with or are affected by holidays, planning sessions, and conferences in the calendar year 2025. It is recommended that certain meetings be canceled or rescheduled to eliminate these conflicts.

The attached resolution cancels the January 6, 2025, work session, and the January 7, 2025, business meeting; the June 30, 2025, work session and the July 1, 2025, business meeting; and the September 1, 2025 work session and the September 2, 2025 business meeting.

Additionally, the resolution reschedules the January 20, 2025, work session to January 21, 2025.

**Attachments:**

- 1. Resolution
- 2. 2025 Meeting Schedule

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND BUSINESS MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN JANUARY, JULY AND SEPTEMBER, 2025 IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, Article III, Section 7 of the Charter of the City of Kingsport, Tennessee provides that the business meetings of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen finds that due to the Christmas and New Year's day holidays it is appropriate to cancel the January 6, 2025, work session, and the January 7, 2025, business meeting; due to the Independence Day holiday on July 4, 2025, it is appropriate to cancel the June 30, 2025, work session and the July 1, 2025, business meeting, and in honor of Labor Day, the board of mayor and aldermen would like to cancel the September 1, 2025 work session and the September 2, 2025 business meeting; and

WHEREAS, work sessions are usually held on the Monday preceding the business meeting, but in honor of the Martin Luther King, Jr. holiday the board of mayor and aldermen would like to set a work session on Tuesday, January 21, 2025 at 4:00 p.m., in lieu of holding the work session on Monday, January 20, 2025.

Now therefore,

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

SECTION I. That in accordance with Article III, Section 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the January 6, 2025, work session and the January 7, 2025, business meeting; the June 30, 2025, work session and the July 1, 2025, business meeting; and the September 1, 2025 work session and the September 2, 2025 business meeting.

SECTION II. That the board sets a work session for Tuesday, January 21, 2025, at 4:00 p.m. in lieu of a work session on Monday, January 20, 2025.

SECTION III. That the city recorder is authorized and directed to advertise the changes set forth in this resolution, and to take all acts needed to ensure that notice of the meetings are made to the public in compliance with Tenn. Code Ann. § 8-44-103.

SECTION IV. That the board finds 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 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney



## Board of Mayor and Aldermen 2025 Meeting Dates

<b>BMA Work Session 4:30 p.m.</b>	<b>BMA Business Meeting 7:00 p.m.</b>
January 21, 4pm (Tuesday)	January 21
February 3	February 4
February 17	February 18
March 3	March 4
March 17	March 18
March 31	April 1
April 14	April 15
May 5	May 6
May 12 Budget (Monday, 2-5pm)	N/A
May 15 Budget (Thursday, 10-noon)	N/A
May 19	May 20
June 2	June 3
June 16	June 17
July 14	July 15
August 4	August 5
August 18	August 19
September 15	September 16
October 6	October 7
October 20	October 21
November 3	November 4
November 17	November 18
December 1	December 2
December 15	December 16

Only one meeting in January, July, & September  
Planning Session tentative for March

Item X13.



**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying the Mayor’s Signature on a Letter to Apply for and Receive a State Water Infrastructure Grant for Asset Management**

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

Action Form No.: AF-303-2024  
Work Session: November 4, 2024  
First Reading: NA  
Final Adoption: November 5, 2024  
Staff Work By: Niki Ensor  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

This resolution ratifies the mayor’s execution of a letter authorizing the City of Kingsport to apply for and receive a State Water Infrastructure Grant (SWIG) offered through the Tennessee Department of Environment and Conservation. The request is for up to \$375,000 in grant funding with a 25% match provided by Kingsport.

This project will correct mapping inaccuracies in the City’s asset management program. The majority of the water system’s assets are mapped (water lines, valves, tanks, pump stations). However, inaccuracies exist between physical maps, GIS information and Cartegraph. If successful, this grant project will be a continuation of an existing ARP grant for water valve location project.

Funding will be identified upon successful award and acceptance of the grant.

**Attachments:**

- 1. Resolution
- 2. Authorization Letter

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN APPLICATION FOR A STATE WATER INFRASTRUCTURE GRANT APPLICATION FOR ASSET MANAGEMENT AND RATIFYING THE MAYOR'S SIGNATURE ON A LETTER AUTHORIZING THE SAME AND AUTHORIZING RECEIPT OF THE GRANT FUNDS IF AWARDED

WHEREAS, through the Tennessee Department of Environment and Conservation, City is eligible to apply for a State Water Infrastructure Grant for Asset Management ; and

WHEREAS, if awarded, funds from the grant will be utilized to correct mapping discrepancies which currently exist between sources City utilize' s to track assets such as water lines, vales, tanks, and pump stations; and

WHEREAS, presently city relies on physical maps, GIS information, and Cartegraph to track the aforementioned assets and discrepancies exist between these data sources concerning the assets; and

WHEREAS, City is requesting \$375,000 in funding from this asset management program grant which will require a 25% match; and

WHEREAS, TDEC only recently notified City the deadline for the grant submission was due October 30<sup>th</sup>, 2024 which necessitated the expedited submission of the application and letter in support thereof.

Now therefore,

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

SECTION I. That the application and letter from the Mayor authorizing application for the same submitted on October 30, 2024, is approved and ratified.

SECTION II. 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 Asset Management Program State Water Infrastructure Grant through the Tennessee Department of Environment and Conservation to deliver the documents 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 application and this resolution.

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



ADOPTED this the 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



October 25, 2024

Vena Jones  
Manager  
State Water Infrastructure Grant  
500 James Robertson Parkway  
Nashville, TN 3743

RE: State Water Infrastructure Grant Application

Dear Ms. Jones,

On behalf of the City of Kingsport, I am pleased to apply for State Water Infrastructure Grant (SWIG). The City of Kingsport is applying for \$375,000.00 asset management plan grant and will provide the necessary 25% match. Proper asset management is critical to effectively managing water, wastewater, and stormwater infrastructure. We appreciate the State's efforts in supporting water resource projects.

Sincerely,

Paul Montgomery  
Mayor, City of Kingsport



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Purchase of Mobile and Portable Motorola Radios Utilizing TN State Contract # 424.**

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

Action Form No.: AF-294 -2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

The Kingsport Police Department was awarded a State of Tennessee School Resource Officer Grant for FY' 2025. The grant total award was \$900,000 to help fund equipment, salaries, and benefits for Kingsport Police Department School Resources Officers. The Kingsport Police Department is seeking approval to purchase eleven (11) in-car mobile Motorola Radios and two (2) Motorola Portable Radios for the sole use of those officers assigned to SRO grant-funded positions. The purchase price is \$75,099.61. The purchase will be made with the previously mentioned SRO grant funds in an established project line – NC2500, Account #111-0000-601-90.06 utilizing State of TN SWC#424 for Motorola Radio Equipment & Services.

- Attachments:**
- 1. Resolution
  - 2. Quote
  - 3. TN State Contract

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PURCHASE OF ELEVEN (11) IN-CAR MOBILE MOTOROLA RADIOS AND TWO (2) MOTOROLA PORTABLE RADIOS FROM MOTOROLA SOLUTIONS UTILIZING TENNESSEE STATE CONTRACT NO.: 424 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of eleven (11) in-car mobile Motorola Radios and two (2) Motorola Portable Radios from Motorola Solutions utilizing TN State Contract # 424 for use by the Police Department for School Resources Officers; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. § 12-3-1201; and

WHEREAS, the eleven (11) in-car mobile Motorola Radios and two (2) Motorola Portable Radios are available pursuant to TN State Contract # 424, and the city will need to submit purchase orders to Motorola Solutions in an amount not to exceed \$75,099.61;

WHEREAS, the funding is available in project account #111-0000-601-90.06.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to Motorola Solutions for the purchase of eleven (11) in-car mobile Motorola Radios and two (2) Motorola Portable Radios from Motorola Solutions utilizing TN State Contract #424 in an amount not to exceed \$75,099.61.

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

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

ADOPTED this the 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**KINGSPORT, CITY OF**  
Kingsport PD APX Mobiles/Portables  
10/14/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for business purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

Item XII.1.

Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for business purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

10/14/2024

KINGSPORT, CITY OF  
415 BROAD ST  
KINGSPORT, TN 37660

RE: Motorola Quote for Kingsport PD APX Mobiles/Portables

Dear John Adams,

Motorola Solutions is pleased to present KINGSPORT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KINGSPORT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Massengill at [kris@criticalts.com](mailto:kris@criticalts.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Massengill

Motorola Solutions Manufacturer's Representative

Billing Address:  
KINGSPORT, CITY OF  
415 BROAD ST  
KINGSPORT, TN 37660  
US

Quote Date:10/14/2024  
Expiration Date:12/13/2024  
Quote Created By:  
Kris Massengill  
kris@criticalts.com

End Customer:  
KINGSPORT, CITY OF  
John Adams  
johnadams@kingsporttn.gov  
423-229-9468

Contract: State of TN SWC 424

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	11	\$8,010.12	\$5,847.93	\$64,327.23
1a	GA00580AA	ADD: TDMA OPERATION	11			
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	11			
1c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	11			
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	11			
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	11			
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11			
1g	G806BL	ENH: ASTRO DIGITAL CAI OP APX	11			
1h	W22BA	ADD: STD PALM MICROPHONE APX	11			
1i	QA09113AB	ADD: BASELINE RELEASE SW	11			
1j	W969BG	ENH: MULTIKEY OPERATION	11			
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11			
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	11			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36

Item XII 1.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	11			
1n	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	11			
1o	G67DT	ADD: REMOTE MOUNT E5 APXM	11			
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	11			
	APX™ 6000 Series	APX6000				
2	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	2	\$6,854.00	\$4,986.40	\$9,972.80
2a	H869BZ	ENH: MULTIKEY	2			
2b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2			
2c	Q361AR	ADD: P25 9600 BAUD TRUNKING	2			
2d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2			
2e	H38BT	ADD: SMARTZONE OPERATION	2			
2f	QA00580AC	ADD: TDMA OPERATION	2			
2g	QA09113AB	ADD: BASELINE RELEASE SW	2			
2h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	2			
3	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	2	\$168.63	\$89.00	\$178.00
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	\$186.50	\$139.88	\$279.76
5	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	2	\$142.56	\$106.92	\$213.84
6	PMLN7904A	CARRY ACCESSORY-CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	2	\$85.32	\$63.99	\$127.98

**Grand Total**
**\$75,099.61(USD)**
**Notes:**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36

Item XII.1.



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





<b>Purchase Order Checklist</b>
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>
<b>Ship To Contact Name &amp; Phone #</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

## **SWC# 424 – Motorola Radio Equipment and Services** **Contract Information and Usage Instructions**

**Summary/Background Information:** The State has restructured its Supply Base in order to support the three most important Radio Equipment suppliers used by the State and Local Governments. Instead of the nine suppliers contracted under the old radio contract SWC 418 we have established two SWC's; SWC 423 to cover the products and services of JVCKenwood and BK Technologies. The JVCKenwood and BK Tech contracts are under the overall Naspo Participating Addendum to contract 06913 Public Safety Radio Equipment and SWC 424 which is a State of Tennessee contract dedicated to Motorola Solutions Products and Services. All radio contracts are catalog based.

### **Contractor/Edison Contract Number:**

Motorola Solutions, Inc.

Edison Contract Number: 65725

### **Contract Period:**

Term: 5-Years

Start: March 15, 2020

Expiration: March 14, 2025

### **Contacts:**

#### **State Contact Information**

Contract Administrator:

Richard Kotler

Central Procurement

(615)-253-4723

[Richard.Kotler@tn.gov](mailto:Richard.Kotler@tn.gov)

#### **Contractor Contact**

Account Executive

Mike Wagner

303-859-1332

[mike.wagner@motorolasolutions.com](mailto:mike.wagner@motorolasolutions.com)

### **Access to Contract Documents Online:**

1. Please check the following URL to ensure you are viewing the most recent version of the usage instructions:

<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office-cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

2. Click on the "Statewide Contract (S Item XII.1. ch)" The link below will take you to the

### Statewide Contract List.

- Scroll down the list of contracts and locate the contract number you need. Click on the picture of a folder under the “Details” column.
- You will get a rectangular box and one of the columns (to the right) will say “Contract Documents”, and below will be a picture of a file folder, click on it and you will get a new box with multiple contract documents shown. Click on the picture of the document to view the attachment.

[https://hub.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN\\_PUBLIC\\_SUPPLIER.TN\\_ACTIVE\\_SWC\\_CM.P.GBL?Page=TN\\_ACTIVE\\_SWC&Action=U&ExactKeys=Y&TargetFrameName=None](https://hub.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN_PUBLIC_SUPPLIER.TN_ACTIVE_SWC_CM.P.GBL?Page=TN_ACTIVE_SWC&Action=U&ExactKeys=Y&TargetFrameName=None)

### Motorola Tennessee Dealer Network

- **Critical Tech Solutions (CTS)** 2948 Middlebrook Pike, Knoxville, TN : Contact: Mark Dorn, 865-202-6603, Email: mark@criticalts.com
- **Metro Communications, LLC**, 1210 Elm St Knoxville, TN: Contact: Jimmy Hayes, 865-546-0311, Email: jimmy.hayes@metrocomm2way.com
- **Integrated Communications, Inc.;** 6630 Reese RD Memphis, TN: Contact: Jim Marineau, 901-366-4412; Email: jim.marineau@iciwireless.com
- **Nashville Communications:** 330 Plus Park Blvd Nashville, TN: Contact: Lance Marrow, 615-255-5670; Email: lanec@nashvillecomm.com
- **Mobile Communications of America (MCA):** 1201 Crutchfield St Chattanooga, TN: Contact: Danny Moseley, 423-698-3306; Email: dannyloseley@callmc.com
- **Wireless Plus, Inc.:** 1136 Myatt BLVD, Madison, TN; 615-333-0108; Contact: Mark Walker, Email: mwalker@wirelessplusinc.com
- **Gemini Communications:** 318 Baker ST, Murfreesboro, TN: Contact: Jim Lowe; 615-895-5956; Email: Jim\_Lowe@bellsouth.net
- **Integrated Communication, Inc.:** 335 Bellevue ST Jackson, TN; Contact: John Atkinson, 731-427-9851, Email: John.atkinson@iciwireless.com

### Use of Third Party Resellers

#### State Agencies

1. The provisions of the contracts do not permit direct transactions or establishment of a legal obligation with the contracted parties resellers by State Agencies. Although the contracted party may have their reseller network perform work, such as, warranty, on-site installation, repair or other activities for Item XII.1. contracted party. This work must be the

result of a transaction initiated between the State and the Contracted Party (Contractor) where the Contracted Party incurs a legal obligation pursuant to the Terms and Conditions of the Contract. Examples of the transactions to the Contracted Party are, but not limited to: Issuance of a Purchase Order for Goods and or Services, Performance/Response to a Warranty Claim, Issuance and response to a Return Material Authorization, and Performance of Maintenance/Repair services that have been purchased and Premium Service Plans.

2. It is incumbent upon the Contracted Party to be the entity that receives requests for quotes, receives purchase orders from the State, be responsible for the shipment of purchased goods, be the party to submit invoices to the State and, in turn, be the recipient of payment for all goods and services provided. The State will not issue Purchase Orders to, nor pay for contracted goods and services to any third party that may perform any services, on behalf of the contracted party, that are covered by this Statewide Contract.

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

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

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

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

**Local Government Entity Instructions:**

1. Local governments and other eligible entities are encouraged to use this contract.
2. Local entities should contact the vendor with respect to how they would like to conduct business transactions.
3. The State requires the Contractor to report all sales to Local Government entities making use of the State contract.





**AGENDA ACTION FORM**

**Consideration of a Resolution to Renew Agreements for Mowing of Various Locations**

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

Action Form No.: AF-281-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Request for Proposals with pricing were received on January 10, 2023 for Mowing and Trimming Services at various locations throughout the City. The Board approved this pricing at the February 7, 2023 meeting.

Included in the Request for Proposals was language that allowed for renewal if both parties are in agreement. City staff has been satisfied with the quality of work both Thomas Quality Lawn Care and Clines Lawn Care, LLC provided in 2023, and renewed the contracts for 2024. Both vendors have agreed to hold the pricing for mowing and trimming services in 2025. With their continued efforts of performing satisfactory work, staff recommends renewal of the mowing contracts for calendar year 2025.

Thomas Quality Lawn Care will be responsible for the grounds maintenance locations included in the list as items 1-24. Mowing season will start on or about March 17, 2025 and run through approximately November 21, 2025 with a not to exceed amount of \$131,000.

Clines Lawn Care, LLC will be responsible for the grounds maintenance location item 25. This mowing will also start on or about March 17, 2024 and run through approximately November 21, 2025 with a not to exceed amount of \$40,000.00.

- Funding has been identified in:
- Account #62140324632099 item 1
  - Account 110-4032-463.20-20 for items 2-25

- Attachments:**
1. Resolution
  2. List of locations

Item XII.2.

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RENEWING THE AWARD OF THE PROPOSAL FOR MOWING AND TRIMMING SERVICES AT VARIOUS LOCATIONS TO THOMAS QUALITY LAWN CARE AND CLINES LAWN CARE LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, proposals were opened January 10, 2023, for mowing and trimming services located at various locations throughout the city and the board approved Resolution No. 2023-161 awarding the proposal of Thomas Quality Lawn Care for mowing and trimming services for 24 locations in an amount not to exceed \$131,000.00 and to Clines Lawncare, LLC for mowing and trimming services for the grounds maintenance location of Stone Drive and the I-26 Interchange in an amount not to exceed \$40,000.00; and

WHEREAS, the award allowed for language that allowed for renewal if both parties are in agreement, and city staff has been satisfied with the quality of work both Thomas Quality Lawn Care and Clines Lawn Care, LLC provided in 2023 and 2024, and recommends renewal; and

WHEREAS, both vendors have agreed to hold the pricing for mowing and trimming services in 2025; and

WHEREAS, funding has been identified in Account Nos.: 62140324632099, and 11040324632020.

Now therefore,

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

SECTION I. That the renewal of the award of proposal approved by the Board in Resolution No. 2023-161 to Thomas Quality Lawn Care for the mowing and trimming services at 24 locations as identified, in an amount not to exceed \$131,000.00, and the city manager is authorized to execute a purchase order for same.

SECTION II. That renewal of the award of proposal approved by the Board in Resolution No. 2023-161 to Clines Lawncare, LLC for the mowing and trimming services for the grounds maintenance location of Stone Drive and the I-26 Interchange in an amount not to exceed \$40,000.00, and the city manager is authorized to execute a purchase order for same.

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 5th day of November, 2024.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

## Grounds Maintenance Locations

Item #	<u>Locations</u>
1	Mount Claire Cemetery
2	911 Center (Unicoi Street)
3	Cypress Street Lot (Corner off of Fort Henry Drive)
4	Cleek Road (from Orebank Road to Stone Drive)
5	New Fordtown Road (Tri Cities X-ing to base of I-26 Bridge)
6	Rock Springs Walkway (Rocksprings Valley to Cox Hollow)
7	Lynn Garden Drive Clover Leaf at Stone Drive
8	Wilcox Drive from Sullivan Street to East Center Street
9	Netherland Inn Road Roundabout
10	Lincoln Street/East Sullivan Court Intersection
11	Main Street Train Station
12	South Wilcox Drive
13	Sullivan Gardens Parkway
14	Wilcox Extension
15	Meadowview Parkway
16	Jennings Drive
17	Boatyard Cemetery
18	Spring Meadow Ct. and Park Meadow Pl.
19	Salt Shed located at 1895 Moreland Dr.
20	Netherland Inn Rd lot
21	Airport Pkwy.
22	Exit 66
23	Fort Henry Median
24	Front of J. Fred Johnson Stadium
25	Bi-weekly Bush Hogging/Finish Mow Stone Dr./ I-26 interchange



**AGENDA ACTION FORM**

**Consideration of a Resolution for Amendment Number 1 to TDOT Agreement for Resurfacing Various Roadways Authorizing the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-296-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution

**Executive Summary:**

On December 3, 2019 the Kingsport Board of Mayor and Alderman entered into a contract with the Tennessee Department of Transportation for resurfacing various roadways inside Kingsport City Limits using Metropolitan Transportation Planning Organization funds (AF-248-2019). This allows Kingsport to spend eighty percent federal dollars on eligible/classified roadways with a twenty percent match by the City. While this project is currently under construction, the original contract expires on October 31, 2024. In order to be eligible for reimbursement of funds spent, the contract date must be extended to cover the duration of construction. Therefore, amendment number one to the contract is being brought forth to extend the completion date until May 15, 2025. This date is based off the construction schedule provided by the contractor.

Staff requests approval of Amendment Number 1; Agreement No. 190342; Federal Project No. STM-M-9108(51); State Project No. 82LPLM-F3-096; PIN 129800.00.

**Attachments:**

- 1. Resolution
- 2. TDOT Contract Amendment

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT NUMBER 190342 WITH THE TENNESSEE DEPARTMENT TRANSPORTATION FOR RESURFACING VARIOUS ROADS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on November 19, 2019, the board approved Resolution No.: 2020-083 authorizing the mayor to sign Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads; and

WHEREAS, the original agreement is set to expire on October 31, 2024; and

WHEREAS, since that time it has been determined that in order to be eligible for reimbursement of funds spent, the contract date must be extended to cover the duration of construction, and, amendment number one to the contract will extend the completion date until May 15, 2025; and

Now therefore,

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

SECTION I. That Amendment 1 to the Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads, to extend the project completion date to May 15, 2025, is approved.

SECTION II. 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, the Amendment 1 to the Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads, to extend the project completion date to May 15, 2025, 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:

<b>Amendment Number:</b>	<b>1</b>
<b>Agreement Number:</b>	<b>190342</b>
<b>Project Identification Number:</b>	<b>129800.00</b>
<b>Federal Project Number:</b>	<b>STP-M-9108(51)</b>
<b>State Project Number:</b>	<b>82LPLM-F3-096</b>

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport

1. The language of Agreement # 190342 dated December 3, 2019 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 15, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 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 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION**  
SUITE 1000, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2208

**BUTCH ELEY**  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

**BILL LEE**  
GOVERNOR

October 16, 2024

The Honorable Paul W. Montgomery  
Mayor, City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

Re: Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport  
Kingsport, Sullivan County  
PIN: 129800.00  
Federal Project Number: STP-M-9108(51)  
State Project Number: 82LPLM-F3-096  
Agreement Number: 190342

Dear Mayor Montgomery:

I am attaching an amendment to the original contract to this letter. The amendment extends the completion date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Katie Brown at 615-253-2421 or [katie.brown@tn.gov](mailto:katie.brown@tn.gov).

Sincerely,

*Chasity M. Bell*

Chasity M. Bell  
Transportation Manager 1

Attachment

Item XII.3.

**Amendment Number: 1**

**Agreement Number: 190342**

**Project Identification Number: 129800.00**

**Federal Project Number: STP-M-9108(51)**

**State Project Number: 82LPLM-F3-096**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport

1. The language of Agreement # 190342 dated December 3, 2019 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 15, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**Signature:**

**Email:** paulmontgomery@kingsporttn.gov

**By:**

**Signature:**

**Email:** TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**Signature:**

**Email:** bartrowlett@kingsporttn.gov

**By:**

**Signature:**

**Email:** TDOT.Legal.Attorneys@tn.gov

**ATTESTED BY:**

**By:**

**Signature:**

**Email:** Daniel.Pallme@tn.gov

**Signature:**

**Email:** angiemarshall@kingsporttn.gov



**AGENDA ACTION FORM**

**Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Accept a Change Order for Software Products from Central Square**

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

Action Form No.: AF-301-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Recommend amending the purchase agreement with Central Square to add back the Field Ops Mobile Application. The app provides real-time data and resource management for police, fire, and emergency medical services in the city. The application proved invaluable during our response to Hurricane Helene and benefited our citizens by integrating seamlessly with our new Computer Aided Dispatching software and Jail software. The application will enhance our response times with real-time GPS tracking and improve communication with Central by providing secure and immediate access to location notes, mapping, and real-time situational analysis. The application offers the ability to manage public safety resources efficiently, especially during high-demand periods, improving the overall operational readiness of all the city’s police, fire, and emergency medical service resources. Funding for the purchase is available in the current project. The attached change order outlines the changes and new costs associated with the request.

**Attachments:**

- 1. Resolution
- 2. Central Square Change Order

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR THE FIELD OPS MOBILE APPLICATION FOR THE KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

WHEREAS, the city has used Central Square Technologies for many years in various departments and on August 15, 2023 (Res. 2024-055) the board approved an amendment to the agreement with Central Square Technologies to install software to convert TriTech Vision to the Central Square Pro Suite for the Kingsport Police Department (KPD); and

WHEREAS, since the execution of the amendment, the KPD has determined that the Field Ops Mobile Application is a benefit the software offers, and would like add the Field Ops Mobile to the software currently used by KPD through Central Square Technologies; and

WHEREAS, the annual cost of the software and licenses is \$16,800.00 with an additional \$1,560.00 in service fees; and

WHEREAS, funds still remain in the original project account GP2103 which will be used for completion of the purchase.

Now therefore,

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

SECTION I. That a Change Order to the Amended Agreement with Central Square Technologies to add the Field Mobile Ops Application, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a change order to the amended agreement with Central Square Technologies to add the Field Mobile Ops Application, 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 5th day of November, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

## Change Order

**Quote #:** Q-193038**Primary Quoted Solution:** PSJ Pro**Quote expires on:** March 11, 2025**Change Order in reference to:** Q-12599**Quote prepared for:**

Tom Wayt

Kingsport Police Department

415 Broad Street

Kingsport, TN 37660-4256

(423) 343-9781

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

### WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	120	120.00	14,400.00
			<b>Software Total</b>	14,400.00 USD

### WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	780.00
2.	Public Safety Project Management Services - Fixed Fee	780.00
	<b>Services Total</b>	1,560.00 USD

## Change Order

### QUOTE SUMMARY

**Software Subtotal** 14,400.00 USD

**Services Subtotal** 1,560.00 USD

**Quote Subtotal** 15,960.00 USD

**Quote Total** 15,960.00 USD

### WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	14,400.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

## Change Order

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

## BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## PAYMENT TERMS

### License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

### Contract Startup

- 100% Due Upon Contract Execution

### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

### Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

### Travel & Living Expenses

- Due as Incurred

## Change Order

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### PURCHASE ORDER INFORMATION

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

#### **Kingsport Police Department**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



## Change Order

---

### Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

## Change Order

**Quote #:** Q-195800**Primary Quoted Solution:** PSJ Pro**Quote expires on:** April 01, 2025**Change Order in reference to:** Q-12599**Quote prepared for:**

Tom Wayt

Kingsport Police Department

415 Broad Street

Kingsport, TN 37660-4256

(423) 343-9781

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

### WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	2,400.00
			<b>Software Total</b>	<b>2,400.00 USD</b>

### QUOTE SUMMARY

**Software Subtotal**

2,400.00 USD

**Quote Subtotal**

2,400.00 USD

## Change Order

**Quote Total 2,400.00 USD**

### WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	2,400.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

### BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

## Change Order

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

### PAYMENT TERMS

#### License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

#### Contract Startup

- 100% Due Upon Contract Execution

#### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

#### Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

#### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

#### Travel & Living Expenses

- Due as Incurred

### PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

## Change Order

---

**Kingsport Police Department**

Signature:

---

Name:

---

Date:

---

Title:

---

## Change Order

---

### Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving the Release of Restrictive Covenants and Easements of Record on Tax Parcels 21 – 26, Group D, Control Map 046O and Authorizing the Mayor to Sign all Documents Necessary and Proper to Effectuate the Same**

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

Action Form No.: AF-302-2024  
Work Session: November 4, 2024  
First Reading: N/A  
Final Adoption: November 5, 2024  
Staff Work By: Bart Rowlett  
Presentation By: Bart Rowlett

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
This resolution approves the release of restrictive covenants and easements of record imposed upon property now owned by the Greater Kingsport Alliance for Development (GKAD) to allow for development of the property.

GKAD, the current owner of property identified as Tax Parcels 21, 22, 23, 24, 25, 25.5, and 26, Group D, Control Map 046O in Kingsport, which it is currently in the process of developing. The properties generally lie at the intersections of Oak Street, Center Street, and Myrtle Street. Previously this property was owned by the Kingsport Corporation, which was the successor in interest to The Securities Company. These properties were sold by Kingsport Corporation to various owners, at which times Kingsport Corporation reserved for itself restrictive covenants related to setbacks as well as easements for utilities. The Securities Corporation conveyed to the city all rights title and interest which it held to the city by quitclaim deed recorded in Deed Book 283C, Page 258. This conveyance included any rights, title, or interest held by Kingsport Corporation.

As City has no viable use for these restrictive covenants or easements it is recommended these restrictive covenants and easements be released to enable the efficient development of the property.

A Release of Easements and Restrictive Covenants will need to be executed by the Mayor and recorded in the Sullivan County Register of Deeds office to effectuate the release.

**Attachments:**  
1. Resolution

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

Item XII5.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE RELEASE OF RESTRICTIVE COVENANTS AND EASEMENTS OF RECORD ON TAX PARCELS 21 – 26, GROUP D, CONTROL MAP 0460 IN KINGSPORT, SULLIVAN COUNTY, TENNESSEE AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE SAME

WHEREAS, the Greater Kingsport Alliance for Development (GKAD) currently owns and is in the process of developing Tax Parcels 21, 22, 23, 24, 25, 25.5, and 26, Group D, Control Map 0460 having been re-platted into two lots by a plat of record recorded in Plat Book 59, Page 416, in the Sullivan County Register of Deeds; and

WHEREAS, previously these properties which now comprise the two lots were owned by the Kingsport Corporation which encumbered the properties with restrictive covenants pertaining to setbacks and easements for utilities through various conveyances during the 1930s and 1940s; and

WHEREAS, the Securities Company, successor in interest to the Kingsport Corporation, conveyed all right, title and interest in these restrictive covenants and easements to City by virtue of a quitclaim deed recorded in Deed Book 283C, Page 258; and

WHEREASE, neither the restrictive covenants nor easements are of any use or benefit to City and the encumbrance which they impose upon the title to the aforementioned properties inhibit GKAD's efficient development of the property.

Now therefore,

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

SECTION I. That the foregoing findings are incorporated by reference as through fully restated herein.

SECTION II. That the board further finds it to be in the public interest to promote the efficient development of the property described herein and therefore warrants release of the restrictive covenants and easements and release of the same is hereby approved.

SECTION III. 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 the Release of Restrictive Covenants and Easements, to deliver the release 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 actions contemplated by the release and this resolution said release being as follows:

RELEASE OF EASEMENTS AND RESTRICTIVE COVENANTS

WHEREAS, the City of Kingsport, Tennessee pursuant to deed from The Securities Company (which is the successor in interest to Kingsport Corporation and Kingsport Improvement Corporation) of record in the Registers Office for Sullivan County, Tennessee at Deed Book 283C, Page 258, acquired all of right, title and interest of The Securities Company to all of its real property interests located within the corporate limits of the City of Kingsport, Tennessee; and

WHEREAS, The Securities Company is the successor in interest to the Kingsport



Corporation and Kingsport Improvement Corporation; and

WHEREAS, Kingsport Corporation and Kingsport Improvement Corporation, retained certain easement rights and imposed certain restrictions on certain real estate located on Myrtle Street and Oak Street in the 1930s and 1940s which is now owned by Greater Kingsport Alliance for Development, Inc. and is now known as "Lot 1 on Plat titled Subdivision of The Greater Kingsport Alliance for Development, Inc. Property, of record in Plat Book 59, Page 416, Register's Office for Sullivan County, at Blountville, Tennessee."

WHEREAS, the easements and restrictions are not needed by the City and are impeding the efficient development of the property;

NOW THEREFORE, the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation ("Grantor"), in consideration of \$1.00 and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby release and quitclaim unto GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT, INC., a Tennessee not for profit corporation ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest acquired as the successor in interest to Kingsport Corporation and Kingsport Improvement Corporation pursuant to the following deeds (including all easements rights, restrictions and other reservations of rights contained therein) of record in the Registers Office for Sullivan County, Tennessee at Deed Book 91A, Page 440; Deed Book 65A, Page 266; Deed Book 34A, Page 453, and Deed Book 25A Page 182 (collectively the "Original Deeds")

Grantor further releases all easements and restrictions contained in the Original Deeds and herby waives any and all rights it may have to enforce any easements or restrictions set forth in the Original Deeds.

IN WITNESS WHEREOF, the City of Kingsport, Tennessee has caused its corporate name and seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 2024.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION IV. That the board finds 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 5th day of November, 2024.

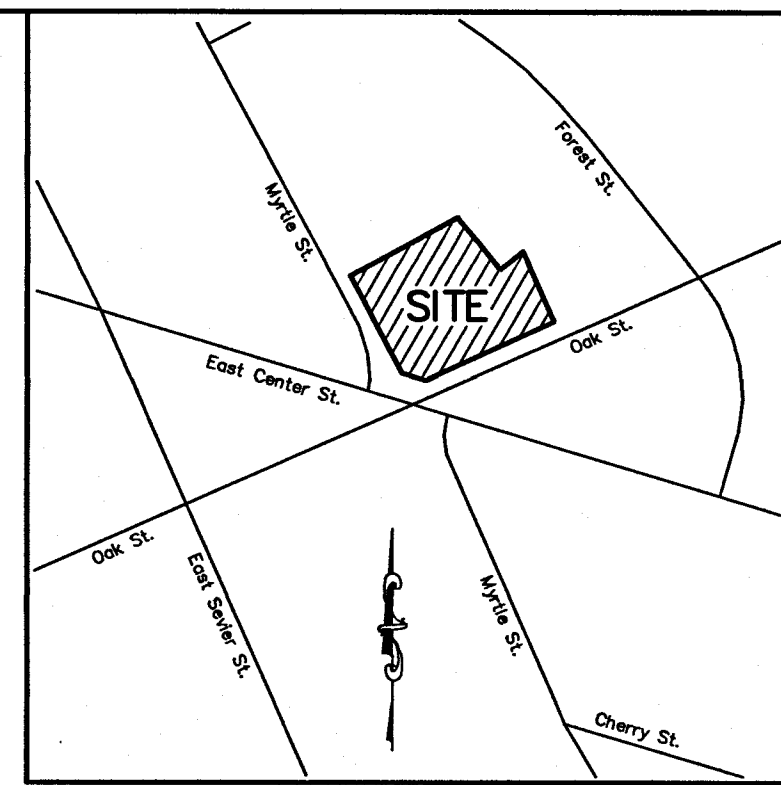
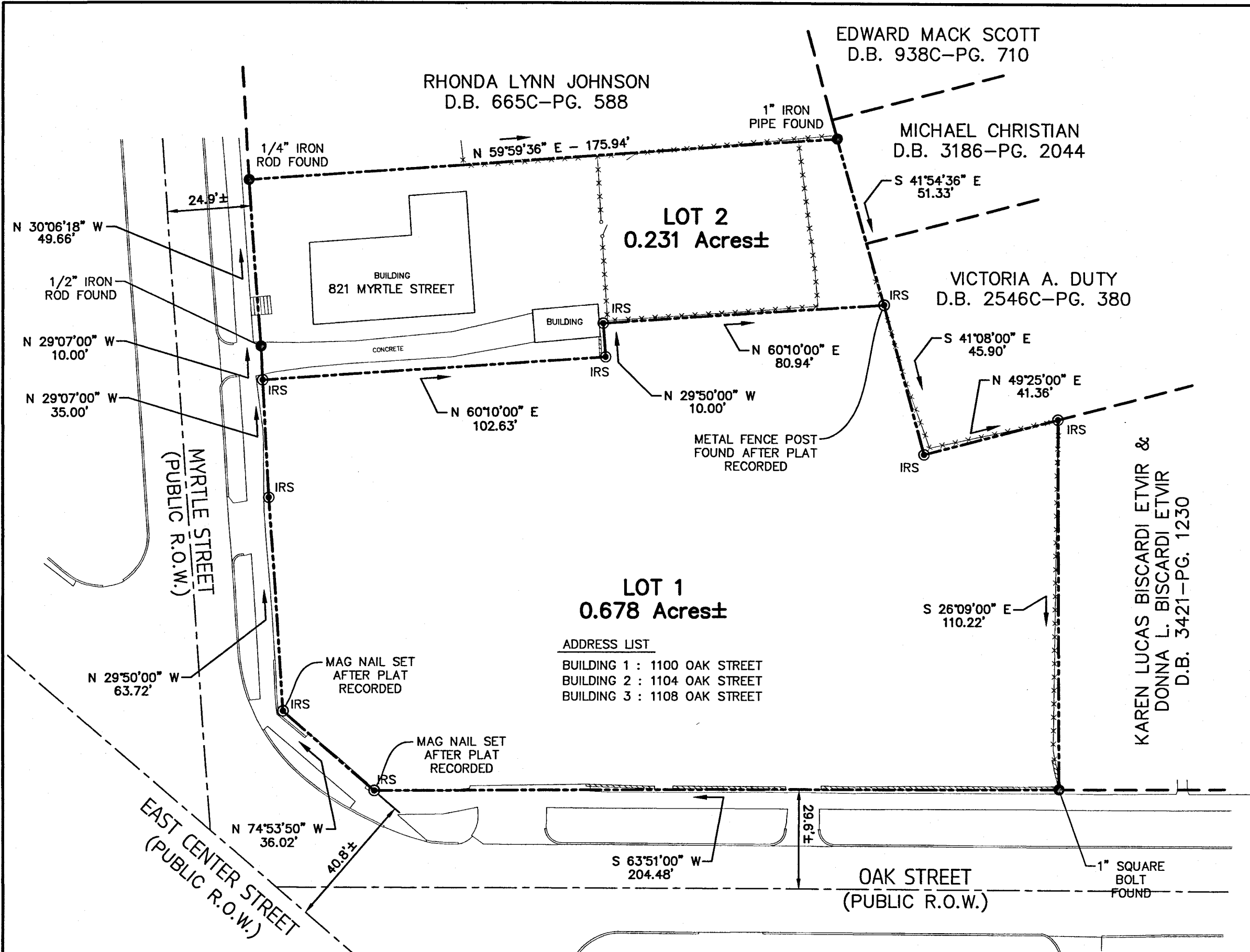
\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney



LOCATION MAP  
N.T.S.

LOT 1  
0.678 Acres±

ADDRESS LIST  
BUILDING 1 : 1100 OAK STREET  
BUILDING 2 : 1104 OAK STREET  
BUILDING 3 : 1108 OAK STREET

**AFTER**

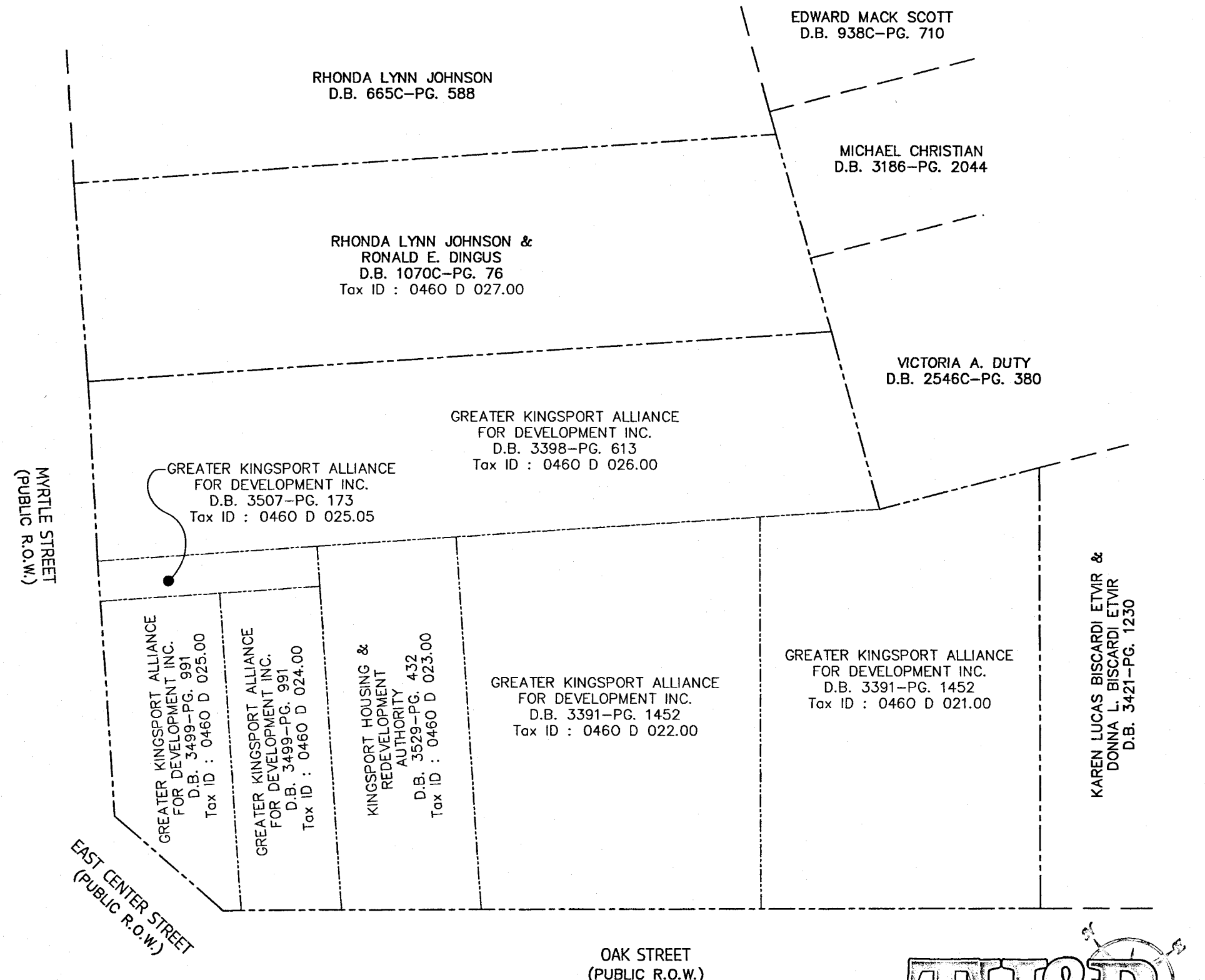
- LINE LEGEND
- IRS ● - IRON ROD SET (TH&P CAP)
  - PROPERTY LINE (SURVEYED)
  - PROPERTY ADJOINING LINES (NOT SURVEYED)
  - STREET CENTERLINES

NOTES :

- 1.- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- 2.- ALL IRON RODS SET WITH PLASTIC TH&P CAPS.
- 3.- THIS SURVEY SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIVE COVENANTS AND OR SERVITUDES EITHER WRITTEN OR UNWRITTEN.
- 4.- BUILDING SETBACKS SHALL CONFORM TO LOCAL ZONING REGULATIONS FOR FUTURE BUILDINGS OR THE RESTRICTIVE COVENANTS, WHICHEVER IS MORE RESTRICTIVE.
- 5.- DEED REFERENCES : D.B. 3391-PG. 1452, D.B. 3398-PG. 613, D.B. 3499-PG. 991, D.B. 3507-PG. 173 D.B. 3529-PG. 432 & D.B. 1070C-PG. 76
- 6.- TAX REFERENCE : MAP 460, GROUP D, PARCELS 21.00, 22.00, 23.00, 24.00, 25.00, 25.05, 26.00 & 27.00
- 7.- CURRENT ZONING : R-4

FLOOD NOTE :

The subject property does not lie in special flood hazard area as per the latest FIRM Map, Map numbers 47163C0045D, Map revised September 29, 2006.



**BEFORE**

CERTIFICATION OF THE APPROVAL OF WATER SYSTEMS  
I HEREBY CERTIFY THAT THE WATER SUPPLY SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION, FULLY MEET THE REQUIREMENTS OF THE KINGSFORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.  
*John DeLong* 8/21/24  
KINGSFORT AUTHORIZING AGENT DATE

CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEMS  
I HEREBY CERTIFY THAT THE SEWAGE DISPOSAL UTILITY SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION, FULLY MEET THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENTAL AND CONSERVATION, DIVISION OF WATER RESOURCES, OR THE LOCAL MUNICIPAL SEWER DEPARTMENT, AND HEREBY APPROVED AS NOTED.  
*John DeLong* 8/21/24  
KINGSFORT AUTHORIZING AGENT DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.  
*Ronald E. Dingus* 8/19/24  
*Tom W. Curf* 8/19/24  
OWNER DATE  
OWNER DATE

**JEFFREY MARTIN RADER**  
REGISTERED LAND SURVEYOR  
COMMERCIAL  
TENNESSEE NO. 3221  
I hereby certify that this is a category I survey and the ratio of precision of the unadjusted survey is 1: 10,000 as shown hereon. And this survey was done in compliance with current Tennessee Minimum Standards of Practice.

CERTIFICATE OF ACCURACY  
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS.  
*Jeffrey M. Rader* 9/29/23  
TENNESSEE REGISTERED LAND SURVEYOR DATE

CERTIFICATION OF THE APPROVAL OF STREETS  
I HEREBY CERTIFY : (CIRCLE ONE)  
(1) THAT STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OR,  
(2) ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AND EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.  
CITY ENGINEER DATE

CERTIFICATION OF THE APPROVAL FOR 911-ADDRESSING ASSIGNMENT  
I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAN, ARE APPROVED AS ASSIGNED.  
*Cassandra Campbell* August 21, 2024  
CITY GIS DIVISION DIRECTOR OF 911 ADDRESSING OR HIS/HER AUTHORIZED REPRESENTATIVE DATE

CERTIFICATE OF APPROVAL FOR RECORDING  
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSFORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE KINGSFORT, TENNESSEE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN POSTED WITH THE KINGSFORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF THE REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.  
*Jeffrey M. Rader* 8/21/24  
DATE  
SECRETARY OF THE KINGSFORT REGIONAL PLANNING COMMISSION

Slide A-1757  
Sheena Tinsley, Register  
Sullivan County  
Rec #: 362575 Instrument #: 24014293  
Rec'd: 15.00 Recorded  
State: 0.00 8/21/2024 at 12:18 PM  
Clerk: 0.00 in Plat  
Other: 2.00 P59  
total: 17.00 PGS 416-416

**TH&P**  
Tysinger, Hampton & Partners, Inc.  
Civil Engineering · Surveying · Environmental Consulting  
7 WORTH CIRCLE  
JOHNSON CITY, TENNESSEE 37601  
Phone: (423) 282-2687 · Fax: (423) 854-4563  
Email: [tup@tysinger-engineering.com](mailto:tup@tysinger-engineering.com)  
WWW.TYSINGER-ENGINEERING.COM  
CAD FILE : 2259700s-Plat.dwg

SUBDIVISION OF THE GREATER KINGSFORT ALLIANCE FOR DEVELOPMENT INC. PROPERTY	
KINGSFORT REGIONAL PLANNING COMMISSION	
TOTAL ACRES <u>0.909 Ac±</u>	TOTAL LOTS <u>2</u>
ACRES NEW ROAD <u>0</u>	MILES NEW ROAD <u>0</u>
OWNER GREATER KINGSFORT ALLIANCE FOR DEVELOPMENT INC. & RHONDA LYNN JOHNSON/RONALD E. DINGUS	CIVIL DISTRICT <u>11th</u>
SURVEYOR JEFFREY MARTIN RADER	CLOSURE ERROR <u>1/10,000</u>
SCALE 1" = 30'	



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## MEMO

**To:** Chris McCartt, City Manager  
**From:** Michael T. Borders, Assistant City Manager *Michael T. Borders*  
**Date:** November 1<sup>st</sup>, 2024  
**Regarding:** Contracting Emergency Sinkhole Repair

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In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the city is provided. This report fulfills the process for emergency procurement of contractual services and shall be filed in the minutes of the Board of Mayor and Alderman meeting of November 5, 2024.

On September 29, 2024, staff were informed of a sinkhole that opened in the Edinburgh Neighborhood in a dry portion of a stormwater detention pond. Leisure Service Maintenance staff were dispatched to secure the area around the sinkhole. Staff engaged with George Cross with Cross Engineering to evaluate the sinkhole. On October 4<sup>th</sup> the engineering report was completed. After contacting several contractors to determine availability the city engaged with GRC in the amount of \$54,864 Requisition #212433 on October 25<sup>th</sup> who began work on October 28<sup>th</sup>.