BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, October 21, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
John Morris, Budget Director
Jerry DeBerry, Fire Chief
Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, 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

1. Pastor Jason Scales, Central Baptist Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

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

VIII. APPROVAL OF MINUTES

1. October 6, 2025 - Work Session

2. October 7, 2025 - Business Meeting

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

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speaker must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY26 (AF-284-2025) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Establish a Local Jurisdiction Property Tax Relief Program and to Set the Amount of Property Tax Relief for Tax Roll Year 2025 (AF-257-2025) (Chris McCartt)

2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-260-2025) (John Morris)

XI. OTHER BUSINESS

1. Consideration of a Resolution to Purchase One (1) 2025 CAT 265 Compact Track Loader Utilizing a Statewide Contract (AF-281-2025) (Ryan McReynolds)

2. Consideration of a Resolution to Purchase One (1) 2024 Autocar with Labrie Body (ASL) Utilizing Sourcewell Cooperative Purchasing Agreement (AF-288-2025) (Ryan McReynolds)

3. Consideration of a Resolution to Purchase One (1) 2025 Freightliner Utilizing Sourcewell Cooperative Purchasing Agreement (AF-291-2025) (Ryan McReynolds)

4. Consideration of a Resolution Authorizing the Mayor to Sign All Necessary Documents to Receive State Water Infrastructure Grant for Lead Service Line Inventory (AF-286-2025) (Ryan McReynolds)

5. Consideration of a Resolution to Enter into an Agreement with BCTI for Cisco Webex Licenses and Services (AF-280-2025) (Floyd Bailey)

6. Consideration of a Resolution to Accept a Donation of a Site Shelter and Generator from T-Mobile South LLC to the Utilities Department (AF-287-2025) (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 to Approve an Amendment to a Lease between the City of Kingsport, Tennessee and American Golf Club, LLC and to Allow the Mayor to Sign All Documents Necessary and Proper as they Pertain to the Lease (AF-289-2025) (Jessica Harmon)

2. Consideration of a Resolution to Renew the Agreement with AccuForce for Temporary Employment Services for Kingsport City Schools (AF-275-2025) (David Frye)

3. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order to Playworld Preferred for Playground Equipment to be Installed at Jackson Elementary School (AF-282-2025) (David Frye)

4. Consideration of a Resolution to Enter into a Memorandum of Understanding with the U.S. Secret Service for the Kingsport Police Department to Designate a Sworn Task Force Officer. (AF-283-2025) (Chief Bellamy)

5. Consideration of a Resolution Authorizing the Purchase of File Storage Systems from Patterson Pope, Inc. as Part of the Justice Center Addition 2nd Floor Circuit Clerk and Chancery Clerk Offices (AF-285-2025) (Ryan McReynolds)

XIII. COMMUNICATIONS

1. City Manager

   a. 2025 Stormwater Annual Report

2. Mayor and Board Members

XIV. ADJOURN

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, October 06, 2025 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes

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

II. ROLL CALL by Deputy City Recorder Angie Marshall. Absent: Alderman James Phillips

III. DISCUSSION ITEMS

1. **Justice Center / Old City Hall Update** - Ryan McReynolds

   The Deputy City Manager reviewed the expansion, improvement, funding and timeline of the addition to the Justice Center. He talked about new safety measurements that have been implemented to include an expanded bailiff area and a dedicated employee elevator. The police interview room and the ail discharge exit has also been relocated to ensure a safer environment. Mr. McReynolds confirmed the project is still within budget.

2. **MeadowView Update** - Michael Borders

   The Assistant City Manager presented this item, noting the discussion today is only property level to include the operations of the property. He provided details on the partnership structure and defining ownership of the spaces on the property. He pointed out that Meadowview is a valued asset to the city, but it has also become financially unstable. Mr. Borders talked about the permanent easement agreement as well as the management agreement that define this property and it's uses. He also provided a snapshot of the current situation pointing out the convention center is underperforming relative to budget expectations. There was some discussion throughout the presentation as he answered questions from the board. Lastly, he presented a gameplan regarding the management agreement that expires in May 2027 as well as partnership agreements. Discussion followed.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the October 7, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

IX.1 Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 045E, Parcels 01.00, 00.26 and 00.27 Located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District (AF-271-2025) Jessica McMurray stated this was an owner requested rezoning from R-1C to B-3. She stated staff has deemed it is not suitable and highly incompatible to the residential properties around it. The Planning Commission denied because of nonconformance with the future land use plan. Alderman Mayes provided further information regarding the property and the adjacent homes and why the Planning Commission did not recommend this rezoning. There was considerable discussion.

IX.2 Consideration of an Ordinance to Establish a Local Jurisdiction Property Tax Relief Program and to Set the Amount of Property Tax Relief for Tax Roll Year 2025 (AF-257-2025) The City Manager provided details on this item and how this will affect the approximately 1100 homeowners who would qualify for this program. He pointed out this would be in effect for this year only and would have to be re-evaluated next year if the board wished the program to continue.

XI.7 Consideration of a Resolution Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Agreement with Maple Oak Apartments LP (AF-270-2025) Mr. McCartt provided information on this item and answered questions from the board. He stated this was a 33-million-dollar renovation and will open up 30-40 rooms that are currently not open for rent to address housing needs and modernizing the facility. They do not plan to displace anyone during this process.

V. ITEMS OF INTEREST

1. **Sales Tax Report**
2. **Projects Status Report**

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 6:22 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, October 07, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Angie Marshall, City Clerk/Deputy City Recorder

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

II. PLEDGE OF ALLEGIANCE TO THE FLAG III.INVOCATION led by Asst. Fire Marshall Barry Carr.

IV. ROLL CALL by Deputy City Recorder Angie Marshall. Absent: Alderman James Phillips.

V. RECOGNITIONS AND PRESENTATIONS

1. **Proclamation: Domestic Violence Awareness Month - Kristen Hall, Community Response Coordinator** (Alderman Cooper)

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Tim Sanders commented on duplicate tax bills and then the mayor closed the public comment section.

VII. APPOINTMENTS None.

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

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

Passed: All present voting "aye."

1. **September 15, 2025 - Work Session**
2. **September 16, 2025 - Business Meeting**

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

1. ~~**Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 045E, Parcels 01.00, 00.26 and 00.27 Located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District** (AF-271-2025) (Jessica McMurray)~~ *This item was pulled from the agenda.*

2. **Consideration of an Ordinance to Establish a Local Jurisdiction Property Tax Relief Program and to Set the Amount of Property Tax Relief for Tax Roll Year 2025** (AF-257-2025) (Chris McCartt)

   Motion made by Alderman Mayes, Seconded by Alderman Baker.

   AN ORDINANCE TO ESTABLISH A LOCAL JURISDICTION PROPERTY TAX RELIEF PROGRAM TO BENEFIT THE ELDERLY LOW INCOME TAXPAYERS, TOTALLY AND PERMANENTLY DISABLED TAXPAYERS, DISABLED VETERAN TAXPAYERS AND WIDOWERS OF DISABLED VETERAN TAXPAYERS AND TO SET A FIXED AMOUNT FOR TAX ROLL YEAR 2025

   Passed: All present voting "aye."

3. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY26** (AF-260-2025) (Chris McCartt)

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

   AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

   Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund Budget** (AF-265-2025) (David Frye)

   Motion made by Alderman Cooper, Seconded by Alderman Mayes.

   ORDINANCE NO. 7228 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; 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, Mayor Montgomery

2. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-261-2025) (John Morris)

   Motion made by Alderman George, Seconded by Alderman Baker.

   ORDINANCE NO. 7229 AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; 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, Mayor Montgomery

3. **Consideration of a Zoning Ordinance for the Bancroft Chapel Annexation** (AF-262-2025) (Ken Weems, Ryan McReynolds)

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

   ORDINANCE NO. 7230 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED BANCROFT CHAPEL ROAD FROM COUNTY R-1, LOW DENSITY/SINGLE-FAMILY RESIDENTIAL DISTRICT, TO R-1C, RESIDENTIAL DISTRICT IN THE 10 TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; 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, Mayor Montgomery

XI. OTHER BUSINESS

1. **Consideration of a Resolution to Enter Into an Agreement with CainRashWest Architects for Architectural & Engineering Services for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace** (AF-278-2025) (Michael T. Borders)

   Motion made by Alderman George, Seconded by Alderman Mayes.

   RESOLUTION NO. 2026-073 A RESOLUTION APPROVING AN AGREEMENT WITH CAINRASHWEST ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NATURE CENTER RENOVATION PHASE 2, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

2. **Consideration of a Resolution Authorizing the City Manager to Execute Purchase Orders for Mowing of Various Locations** (AF-246-2025) (Ryan McReynolds)

   Motion made by Alderman Baker, Seconded by Alderman George.

   RESOLUTION NO. 2026-074 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 PURCHASE ORDERS FOR THE SAME

   Passed: All present voting "aye."

3. **Consideration of a Resolution to Purchase Equipment to Replace Lift Station 301 – Airport Parkway from Southern Sales and Authorize the Mayor to Sign All Applicable Documents** (AF-133-2025) (Ryan McReynolds)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   RESOLUTION NO. 2026-075 A RESOLUTION AWARDING THE BID FOR THE LIFT STATION 301- AIRPORT PARKWAY REPLACEMENT PROJECT TO SOUTHERN SALES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

4. **Consideration of a Resolution Renewing the Agreement for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine and Laymor Sweeper Closed Cab SM450 from Stowers Machinery and Authorizing the City Manager to Execute the Purchase Orders for the Same** (AF-274-2025) (Ryan McReynolds)

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

   RESOLUTION NO. 2026-076 A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT FOR THE RENTAL OF A CATERPILLAR PM312 COLD PLANER ROADWAY MILLING MACHINE AND A LAYMOR SWEEPER CLOSED CAB SM450 TO STOWERS MACHINERY CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

   Passed: All present voting "aye."

5. **Consideration of a Resolution to Enter into an Agreement with AECOM for Development of the Kingsport Area Long Range Transportation Plan** (AF-241-2025) (Ryan McReynolds)

Motion made by Alderman Baker, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-077 A RESOLUTION APPROVING AN AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

6. **Consideration of a Resolution to Adopt the Sullivan County, Tennessee Multi-Hazard Mitigation Plan** (AF-272-2025) (Jerry DeBerry)

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

RESOLUTION NO. 2026-078 A RESOLUTION TO ADOPT THE SULLIVAN COUNTY, TENNESSEE MULTI-HAZARD MITIGATION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECUTATE THE ADOPTION OF THE PLAN OR THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

7. **Consideration of a Resolution Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Agreement with Maple Oak Apartments LP** (AF-270-2025) (Jessica Harmon)

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2026-079 A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM MAPLE OAK APARTMENTS LP IN LIEU OF AD VALOREM TAX WITH RESPECT TO A LOW AND MODERATE-INCOME MULTIFAMILY HOUSING PROJECT IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting "aye."

8. **Consideration of a Resolution to Donate Funds to the K-Play Sports Council Inc. for a Waterline Relocation at Riverwalk Park** (AF-267-2025) (Michael T. Borders)

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

RESOLUTION NO. 2026-080 A RESOLUTION APPROVING A DONATION OF FUNDS TO KPLAY SPORTS COUNCIL, INC., IN SUPPORT OF THE RIVERWALK PARK DEVELOPMENT

Passed: All present voting "aye."

9. **Consideration of a Resolution to Purchase One (1) 2025 Pierce Enforcer Pumper Truck Utilizing Sourcewell Cooperative Purchasing Agreement** (AF-264-2025) (Ryan McReynolds)

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

   RESOLUTION NO. 2026-081 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SIDDONS MARTIN EMERGENCY GROUP, LLC UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 113021-OKC FOR ONE 2025 PIERCE PUMPER TRUCK

   Passed: All present voting "aye."

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

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

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

1. **Consideration of a Resolution to Accept a Donation from the Friends of the Kingsport Archives for Restoration of J. Fred Johnson's Desk** (AF-277-2025) (Michael T. Borders)

   RESOLUTION NO. 2026-082 A RESOLUTION ACCEPTING A MONETARY DONATION FROM THE FRIENDS OF THE KINGSPORT ARCHIVES FOR RESTORATION OF J. FRED JOHNSON'S DESK

2. **Consideration of a Resolution to Approve Right-of-Way Easements with Kingsport Power Company** (AF-273-2025) (Michael Borders)

   RESOLUTION NO. 2026-083 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RIGHT-OF-WAY EASEMENTS WITH KINGSPORT POWER COMPANY

3. **Consideration of a Resolution Approving an Application by the Kingsport Police Department for Membership in the Tennessee Law Enforcement Accreditation Program** (AF-276-2025) (Chief Jason Bellamy)

   RESOLUTION NO. 2026-084 A RESOLUTION APPROVING AN APPLICATION TO THE TENNESSEE ASSOCIATION OF CHIEFS OF POLICE LAW ENFORCEMENT ACCREDITATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt commented on the duplicate tax bills recently sent out. He apologized for the inconvenience and noted that staff is working to prevent future billing errors. He restated the city's mission of accuracy, accountability and the highest level of customer service pointing out the recent purchase of new software that will make adjustments to improve the process.

2. Mayor and Board Members

Alderman Baker offered congratulations to the DB band for being chosen to participate in the 100th Macy Day parade next year. Alderman Mayes had the city manager explain what steps would be taken for citizens to avoid paying their tax bill twice. Mr. Mayes also congratulated the band and commented on the milk dispensary at Robinson Middle School, noting it has been well received and one of the first schools in the state to adopt. Lastly, he pointed out the city is among the top schools in the region for standardized testing and commended the BOE, teachers and students. Alderman Cooper mentioned the DB football game is Thursday this week instead of Friday. She also commented on the trick or treat on the street event on October 25th which has drawn thousands in attendance. Vice Mayor Duncan stated leaf collection starts October 13th. He also commented on the band going to the Macy Day parade. The vice mayor stated former Alderman Olterman’s celebration of life was very well done and he would have been proud, offering prayers to his family. The Mayor congratulated the DB band on their accomplishments. He also stated he was thankful to KEDB for facilitating the PILOT. He noted next Friday is the State of the City at Meadowview and encouraged everyone to come out. Lastly he mentioned the November 3rd work session with the BOE.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:01 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-284-2025	Final Adoption:	November 4, 2025
Work Session:	October 20, 2025	Staff Work By:	Morris
First Reading:	October 21, 2025	Presentation By:	McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, $750,000 will be transferred from the General Fund To Debt Service line to fund a fleet addition for the Solid Waste Fund in the amount of $417,159 and the remaining $332,841 will be placed into a Future Reserve line as a contingency line for current fiscal year. It also transfers $106,928 from various Police Administration lines to provide $92,780 in matching funds for the Emergency Solutions Grant in the CDBG Fund and $14,148 will go toward matching grant funding for Bullet Proof Vests.

The General Projects-Special Revenue Fund will be amended by transferring $204,000 from the AEP-Streets & Landscape project to the Contracted Landscaping project to better track landscaping expenditures.

The General Projects Fund is being amended by accepting Downtown Improvement Grant funds from the Downtown Kingsport Association in the amount of $2,211 for reimbursement for new signage at the Parking Garage.

The Community Development Block Grant Fund is being amended by accepting an Emergency Solutions Grant from the State of Tennessee Housing Development Agency in the amount of $126,613 for Homelessness Outreach.

The Water Project Fund is being amended by accepting a Lead Service Line Inventory grant from the Tennessee Department of Environment and Conservation in the amount of $250,000. This grant requires a 15% match with will come from the Water Valve Location & Assessment project.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund amended by transferring $750,000 from the To Debt Service Fund line (110-4804-481.70-29) to the To Solid Waste Management Fund line (110-4804-481.70-22) in the amount of $417,159 for the purchase of a front-line garbage truck for the Solid Waste Department, and the remaining $332,841 will be transferred to the Future Appropriations line (110-4890-901.60-01) to be reserved as contingency, by transferring $106,928 from various Police Administration lines to the Community Development Fund line (110-4804-481.70-55) in the amount of $92,780 to match the Emergency Solutions Grant and to the To Gen Proj-Special Revenue Fund line (110-4804-4813.70-35) in the amount of $14,148 to cover matching funds for two Bullet Proof Vest grants.

SECTION II. That the General Projects-Special Revenue Fund be amended by transferring $204,000 from the AEP-Streets & Landscape project (NC2600) to the Contracted Landscaping project (NC2606), and by increasing the Bullet Proof Vest Grant (NC2410) by $14,250, and by increasing the Bullet Proof Vest Grant (NC2507) by $14,250.

SECTION III. That the Community Development Block Grant Fund be increased by accepting an Emergency Solutions Grant from the State of Tennessee Housing Development Agency in the amount of $126,613, $25,000 in matching Federal funds from the Housing and Urban Development Administration, and by providing matching dollars from the General Fund in the amount of $92,780 for a project total of $244,393 to the Emergency Solutions Grant project (CD2617) to be used for homelessness outreach.

SECTION IV. That the Debt Service Fund be amended by reducing the From General Fund line (211-0000-391.01-00) by $750,000 and reducing the Bond Principal-General (211-4805-481.40-06) by $712,500 and Bond Interest-General line (211-4804-481.40-08) by $37,500.

SECTION V. That the General Projects Fund be amended by accepting Downtown Improvement Grant funds from the Downtown Kingsport Association in the amount of $2,211 for reimbursement for new signage at the Parking Garage.

SECTION VI. That the Solid Waste Management fund be amended by increasing the From General Fund line (415-0000-391.01-00) by $417,159 and the Repair & Maint-Vehilces line (415-4022-462.20-56) by $417,159 for the purchase of an additional front-line garbage truck.

SECTION VII. That the Water Project Fund be amended by accepting a Lead Service Line Inventory Grant from the Tennessee Department of Environment and Conservation in the amount of $250,000 to the Lead Line Inventory project (WA2605) and by transferring matching funds in the amount of $37,500 from the WA Valve Loc & Assessment project (WA2307) to the Lead Line Inventory project (WA2605).

PRE-FILED
CITY RECORDER

General Fund: 110

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Expenditures:	**$**	**$**	**$**
110-3001-441.10-10 Salaries & Wages	1,282,030	(76,701)	1,205,329
110-3001-441.10-20 Social Security	98,080	(6,097)	91,983
110-3001-441.10-30 Group Health Insurance	193,780	(16,354)	177,426
110-3001-441.10-42 TCRS Hybrid Retirement	6,160	(1,777)	4,383
110-3001-441.10-43 ICMA Retirement	12,420	(3,485)	8,935
110-3001-441.10-44 TCRS Stabilization Rate	3,780	(1,212)	2,568
110-3001-441.10-50 Life Insurance	2,570	(160)	2,410
110-3001-441.10-60 Workmen's Compensation	13,180	(1,102)	12,078
110-3001-441.10-61 Unemployment Insurance	720	(40)	680
110-4804-481.70-22 To Solid Waste Mgt Fund	2,500,000	417,159	2,917,159
110-4804-481.70-29 To Debt Service Fund	12,145,500	(750,000)	11,395,500
110-4804-481.70-35 To Gen Proj-Spec Rev Fund	6,041,763	14,148	6,055,911
110-4804-481.70-55 Community Development	0	92,780	92,780
110-4890-901.60-01 Future Appropriations	0	332,841	332,841
Total:	**22,299,983**	**0**	**22,299,983**

General Projects-Special Revenue Fund: 111
AEP-Streets & Landscape (NC2600)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-391.01-00 From General Fund	5,200,000	(204,000)	4,996,000
Total:	**5,200,000**	**(204,000)**	**4,996,000**
Expenditures:	**$**	**$**	**$**
111-0000-601.20-22 Construction Contracts	4,500,000	0	4,500,000
111-0000-601.20-23 Arch/Eng/Landscaping Serv	700,000	(204,000)	496,000
Total:	**140,000**	**(204,000)**	**4,996,000**

THSO Safety Grant (NC2604)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-391.01-00 From General Fund	0	204,000	204,000
Total:	**0**	**204,000**	**204,000**
Expenditures:	**$**	**$**	**$**
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	204,000	204,000
Total:	**0**	**204,000**	**204,000**

PRE-FILED
CITY RECORDER

Bullet Proof Vest Project (NC2410)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-331.38-00 U.S. Dept. of Justice	7,125	7,125	14,250
111-0000-391.01-00 From General Fund	7,125	7,125	14,250
Total:	**14,250**	**14,250**	**28,500**
Expenditures:	**$**	**$**	**$**
111-3020-442.30-20 Operating Supplies & Tools	14,250	14,250	28,500
Total:	**14,250**	**14,250**	**28,500**

Bullet Proof Vest Project (NC2507)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-331.38-00 U.S. Dept. of Justice	6,851	7,024	13,875
111-0000-391.01-00 From General Fund	6,852	7,023	13,875
Total:	**13,703**	**14,047**	**27,750**
Expenditures:	**$**	**$**	**$**
111-3020-442.30-20 Operating Supplies & Tools	13,703	14,047	27,750
Total:	**13,703**	**14,047**	**27,750**

Community Development Fund: 124
Emergency Solutions Grant (CD2617)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
124-0000-337.49-00 Housing & Urban Dev	0	151,613	151,613
124-0000-391.01-00 From General Fund	0	92,780	92,780
Total:	**0**	**244,393**	**244,393**
Expenditures:	**$**	**$**	**$**
124-0000-603.10-10 Salaries & Wages	0	142,150	142,150
124-0000-603.10-11 Overtime	0	20,000	20,000
124-0000-603.10-20 Social Security	0	10,875	10,875
124-0000-603.10-30 Group Health Insurance	0	17,354	17,354
124-0000-603.10-42 TCRS Hybrid Retirement	0	3,526	3,526
124-0000-603.10-43 ICMA Retirement	0	7,108	7,108
124-0000-603.10-44 TCRS Stabilization Rate	0	2,161	2,161
124-0000-603.10-50 Life Insurance	0	285	285
124-0000-603.10-60 Workers Compensation	0	2,118	2,118
124-0000-603.10-61 Unemployment Insurance	0	80	80
124-0000-603.20-34 Telephone	0	1,000	1,000
124-0000-603.20-40 Travel	0	5,000	5,000
124-0000-603.20-99 Miscellaneous	0	24,736	24,736
124-0000-603.30-10 Office Supplies	0	5,000	5,000
124-0000-603.40-23 Grants	0	3,000	3,000
Total:	**0**	**244,393**	**244,393**

PRE-FILED
CITY RECORDER

Debt Service Fund: 211

Account Number/Description:		**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:		**$**	**$**	**$**
211-0000-391.01-00 From General Fund		12,145,500	(750,000)	11,395,500
	Total:	**12,145,500**	**(750,000)**	**11,395,500**
Expenditures:		**$**	**$**	**$**
211-4805-481.40-06 Bond Principal-General		8,726,350	(712,500)	8,013,850
211-4805-481.40-08 Bond Interest-General		3,419,150	(37,500)	3,381,650
	Total:	**12,145,500**	**(750,000)**	**11,395,500**

General Project Fund: 311
Parking Garage (GP2501)

Account Number/Description:		**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:		**$**	**$**	**$**
311-0000-368.10-72 GO Bonds Series 2023		68,227	0	68,227
311-0000-368.21-01 Premium From Bond Sale		1,773	0	1,773
311-0000-368.99-00 Miscellaneous		0	2,211	2,211
	Total:	**70,000**	**2,211**	**72,211**
Expenditures:		**$**	**$**	**$**
311-0000-601.20-23 Arch/Eng/Landscaping Serv		0	2,211	2,211
311-0000-601.90-03 Improvements		70,000	0	2,211
	Total:	**70,000**	**2,211**	**72,211**

Solid Waste Fund: 415

Account Number/Description:		**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:		**$**	**$**	**$**
415-0000-391.01-00 From General Fund		2,500,000	417,159	2,917,159
	Total:	**2,500,000**	**417,159**	**2,917,159**
Expenditures:		**$**	**$**	**$**
415-4022-462.20-56 Repairs & Maint-Vehicles		332,841	417,159	750,000
	Total:	**332,841**	**417,159**	**750,000**

PRE-FILED
CITY RECORDER

Water Project Fund: 451
Wa Valve Loc & Assessment (WA2307)

Account Number/Description:		**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:		**$**	**$**	**$**
451-0000-337.16-23 American Rescue Plan		719,992	0	719,992
451-0000-391.05-56 Series 2019 GO Improve		91,241	(37,500)	53,741
451-0000-391.05-72 GO Bonds Series 2023		100,000	0	100,000
	Total:	**911,233**	**(37,500)**	**873,733**
Expenditures:		**$**	**$**	**$**
451-0000-605.90-03 Improvements		911,233	(37,500)	873,733
	Total:	**911,233**	**(37,500)**	**873,733**

Water Project Fund: 451
Lead Line Inventory (WA2605)

Account Number/Description:		**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:		**$**	**$**	**$**
451-0000-337.16-26 TDEC Asset Grant		0	250,000	250,000
451-0000-391.05-56 Series 2019 GO Improve		0	37,500	37,500
	Total:	**0**	**287,500**	**287,500**
Expenditures:		**$**	**$**	**$**
451-0000-605.90-03 Improvements		0	287,500	287,500
	Total:	**0**	**287,500**	**287,500**

SECTION VIII. 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:

PRE-FILED
CITY RECORDER

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT NUMBER 5

ITEM ONE: Transfers $750,000 from Debt Service to Solid Waste Fund for Fleet Addition and Future Appropriation.

Due to population growth and recent annexations which have expanded the current service area of the city, the Solid Waste Division needs another front-line garbage truck to service the new residents. Principal and interest for the upcoming bond issuance was allocated in the FY 2025-2026 budget. Due to the city not going to the bond market until early 2026, the $750,000 budgeted for debt service principal and interest payments for the next bond issuance will not be used in FY 2025-2026 and can be used for one-time expenses. The cost of the garbage truck is $417,159 and is being transferred to the Solid Waste Fund for the purchase of the vehicle. The remaining $332,841 will be placed into a Future Reserve line as a contingency line for current fiscal year. Any unallocated contingency funds will return to the Fund Balance of the General Fund at the end of the fiscal year.

ITEM TWO: Transfers $204,000 in AEP Funds for Landscaping

AEP Franchise Fee Funding was restored in the FY 2025-2026 budget and put into one project for paving and landscaping. This separates $204,000 into a separate project for upcoming contracted landscaping.

ITEM THREE: Accepts Emergency Solutions and Bullet Proof Vest Grant Funds and provides matching dollars

The city has been notified by the State of Tennessee Housing Development Agency (THDA) that it has received $151,613 in State and Federal Funding for the provision of services to the homeless and those at risk of homelessness. This grant will be used to help pay the salaries and expenses of the Homeless Outreach Coordinator (Gray) and Homeless Outreach Liaison (Anderson). Matching funds for this grant and two bullet proof vest grants are being transferred from various Police Administration lines in the amount of $106,928 to provide matching dollars.

ITEM FOUR: Accepts Downtown Improvement Grant (DIG) funds from the Downtown Kingsport Association (DKA) in the amount of $2,211

The city is being reimbursed by DKA for Pole Banners put up at the Parking Garage as part of the Downtown Improvement Grant received by the Chamber of Commerce.

ITEM FIVE: Accepts the Lead Service Line Inventory Grant in the amount of $250,000 from the Tennessee Department of Environment and Conservation (TDEC)

The Environmental Protection Agency (EPA) recently revised the “Lead and Copper Regulations” that guide the operations of drinking water utilities. The updated regulations require utilities to develop and maintain an inventory of service line materials within the utility’s system, including the piping on the customer’s side of the meter. To date, approximately 30% of the 38,000 service lines have been completed. This grant requires a 15% match which will come from the Water Valve Location & Assessment project.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Establish a Local Jurisdiction Property Tax Relief Program and to Set the Amount of Property Tax Relief for Tax Roll Year 2025

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-257-2025	Final Adoption:	October 21, 2025
Work Session:	October 6, 2025	Staff Work By:	Travis Bishop
First Reading:	October 7, 2025	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance

Executive Summary:
As property values and living costs continue to rise across Tennessee, many of our most vulnerable residents—particularly elderly, disabled, and veteran homeowners are feeling increased financial pressure. While the State of Tennessee offers property tax relief to qualifying individuals, the assistance amount often falls short of fully offsetting their tax burden. By creating a local match, the City of Kingsport can help close that gap, ensuring these residents receive meaningful relief. This local support is not just a financial measure, it's a statement of our values, reinforcing our commitment to housing stability, fairness, and the wellbeing of those who have helped build and sustain our community.

This ordinance establishes a local property tax relief program beginning with tax roll year 2025 and sets the City's local match at $40 for eligible homeowners as described in T.C.A. §67-5-702 through §67-5-704. There are currently 1,108 homeowners who are expected to qualify for this program, with an estimated cost of $44,320. Funding has been identified with increased interest earnings.

While the City does not currently have a local property tax relief program, the City provides a discounted sanitation fee to those who qualify for property tax relief. This discounted fee results in roughly $96 per year in savings to the homeowner. With the approval of the proposed local property tax relief program and the discounted sanitation fee, a qualifying homeowner would receive $136 annually in assistance.

Attachments:
1. Ordinance
2. Supplemental Information

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO ESTABLISH A LOCAL JURISDICTION PROPERTY TAX RELIEF PROGRAM TO BENEFIT THE ELDERLY LOW INCOME TAXPAYERS, TOTALLY AND PERMANENTLY DISABLED TAXPAYERS, DISABLED VETERAN TAXPAYERS AND WIDOWERS OF DISABLED VETERAN TAXPAYERS AND TO SET A FIXED AMOUNT FOR TAX ROLL YEAR 2025.

WHEREAS, the State of Tennessee has a Tax Relief Program which is codified in Tennessee Code Annotated 67-5-701 through 67-5-705; and

WHEREAS, Tennessee Code Annotated 67-5-701 (j)(1) and (2) provide:

"(j) (1) The legislative bodies of counties, municipalities and metropolitan forms of government may, by act of the local legislative body, provide for the appropriation of funds for the tax relief for elderly low-income homeowners as described in § 67-5-702, for disabled homeowners as described in § 67-5-703, and for disabled veterans as described in § 67-5-704; provided , that in no event shall the total relief allowed by the state and counties, municipalities or metropolitan forms of government exceed the total taxes actually paid.

(2) The ordinance authorized by subdivision (j) (1) shall include provisions that only those taxpayers who qualify under §§ 67-5-702 – 67-5-704 are eligible for such additional tax relief, and that the eligible taxpayers shall have previously applied for and obtained the relief authorized by § 67-5-702, §67-5-703 or § 57-5-704"; and

WHEREAS, the City desires to provide for the appropriation of City funds to supplement the amount of tax relief that these eligible persons would receive from the State of Tennessee.

BE IT ORDAINED BY THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. That the City of Kingsport Municipal Code is hereby amended by adding the following new section:

<u>Local Jurisdiction Property Tax Relief Program</u>

1) A property tax relief program for elderly low income taxpayers, totally and permanently disabled taxpayers, disabled veteran taxpayers and widowers of disabled veterans is hereby established.
2) The taxpayers to receive this relief shall be determined in accordance with the property tax relief listing as specified by Tennessee Code Annotated, §67-5-701 through 67-5-705, as amended, issued by the State of Tennessee.
3) The amount of local jurisdiction property tax relief granted by the city shall be an amount set forth by the Board of Mayor and Alderman each year. The local property tax relief along with the State of Tennessee property tax relief cannot exceed the total property taxes actually paid.

4) The city recorder, or his designee, is hereby authorized to develop the necessary procedures to execute said program.
5) Pursuant to the authority granted by T.C.A. 67-5-701 (j) (1), the City of Kingsport hereby appropriates $40 for tax roll year 2025 to each eligible homeowner as described in T.C.A. § 67-5-702 through § 67-5-704.

Section 2. This Ordinance shall take effect from and after the date of its passage as the law directs, the public welfare 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: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-260-2025	Final Adoption:	October 21, 2025
Work Session:	October 6, 2025	Staff Work By:	Morris
First Reading:	October 7, 2025	Presentation By:	Morris

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the General Fund will be increased by pulling $762,691 from General Fund Fund Balance to be appropriated to the General Project Fund to create the State Industrial Access project (GP2601) and by increasing the Earnings on Investments revenue line by $45,000 to be allocated for Tax Relief for Citizens of the City of Kingsport who qualify for the State of Tennessee Property Tax Relief Program.

The General Projects-Special Revenue Fund will be increase by accepting three grants; one from the Department of Homeland Security State and Local Cybersecurity Grant Program in the amount of $69,000 to the IT Cybersecurity project (NC2208), and two from the Tennessee Highway Safety Office in the amount of $49,920 to the THSO Safety Grant project (NC2604) for general highway safety and the other to the THSO Coordinator Grant project (NC2605) in the amount of $25,000 for the Coordinator Grant program

The Steadman Cemetery Trust Fund is being amended by reducing all revenue and expenditure lines to zero and closing the fund. The Grounds Maintenance Division in the General Fund will pick up the cost of grounds maintenance of the cemetery, which is roughly $2,600/yr.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be increased by appropriating $762,691 from the From Fund Balance Appropriations line (110-0000-392.01-00) and allocating the $762,691 to the To General Project Fund line (110-4804-481.70-36) for transfer to the General Project Fund to create the State Industrial Access project (GP2601) and by increasing the Earnings on Investments line (110-0000-361.10-00) by $45,000 and appropriating the $45,000 to the Tax Reduction line (110-1001-590.59-50).

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting a grant from the Department of Homeland Security State and Local Cybersecurity Grant Program in the amount of $69,000 to the IT Cybersecurity project (NC2208), by accepting a grant from the Tennessee Highway Safety Office in the amount of $49,920 to the THSO Safety Grant (NC2604) to assist with the enforcement of Tennessee driving under the influence laws and other traffic-related offenses, and by accepting a grant from the Tennessee Highway Safety Office in the amount of $25,000 to the THSO Coordinator Grant (NC2605) to be used to pay for Corporal matt McGuire's travel/training to various traffic-related workshops and conferences.

SECTION III. That the General Project Fund be amended by appropriating $762,691 from the General Fund to the State Industrial Access project (GP2601).

SECTION IV. That the Steadman Cemetery Trust Fund be reduced by $2,600 and the fund closed due to the exhaustion of all funds within the trust at the end of FY 2025. The fund was used for landscaping services at the Cemetery and future charges will be picked up by the General Fund Landscaping Division.

General Fund: 110

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
110-0000-361.10-00 Earnings on Investments	1,000,000	45,000	1,045,000
110-0000-392.01-00 Fund Bal Appropriations	466,562	762,691	1,229,253
Total:	**1,466,562**	**807,691**	**2,274,253**
Expenditures:	**$**	**$**	**$**
110-1001-590.59-50 Tax Reduction	0	45,000	45,000
110-4804-481.70-36 To General Project Fund	58,237	762,691	820,928
Total:	**58,237**	**807,691**	**865,928**

General Projects-Special Revenue Fund: 111
IT Cybersecurity (NC2208)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-331.95-00 American Rescue Plan Act	138,916	0	138,916
111-0000-337.60-10 Safety/Homeland Security	0	69,000	69,000
111-0000-391.01-00 From General Fund	1,084	0	1,084
Total:	**140,000**	**69,000**	**209,000**
Expenditures:	**$**	**$**	**$**
111-0000-601.20-57 Computer Repairs/Maint	140,000	69,000	209,000
Total:	**140,000**	**69,000**	**209,000**

THSO Safety Grant (NC2604)

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	**$**	**$**	**$**
111-0000-337.60-10 Safety/Homeland Security	0	49,920	49,920
Total:	**0**	**49,920**	**49,920**
Expenditures:	**$**	**$**	**$**
111-0000-601.10-11 Overtime	0	37,000	37,000
111-0000-601.10-20 Social Security	0	3,300	3,300
111-0000-601.10-30 Health Insurance	0	530	530
111-0000-601.10-41 TCRS Retirement	0	6,340	6,340
111-0000-601.10-43 ICMA/Retirement	0	2,140	2,140
111-0000-601.10-50 Life Insurance	0	130	130
111-0000-601.10-52 Long Term Disability	0	80	80
111-0000-601.10-60 Workmen's Comp	0	270	270
111-0000-601.10-61 Unemployment Ins.	0	130	130
Total:	**0**	**49,920**	**49,920**

THSO Coordinator Grant (NC2605)

Account Number/Description:	Budget	Incr/(Decr)	New Budget
Revenues:	**$**	**$**	**$**
111-0000-337.60-10 Safety/Homeland Security	0	25,000	25,000
Total:	**0**	**25,000**	**25,000**
Expenditures:	**$**	**$**	**$**
111-0000-601.10-11 Overtime	0	450	450
111-0000-601.10-20 Social Security	0	40	40
111-0000-601.10-30 Health Insurance	0	50	50
111-0000-601.10-41 TCRS Retirement	0	120	120
111-0000-601.10-50 Life Insurance	0	30	30
111-0000-601.10-52 Long Term Disability	0	20	20
111-0000-601.10-60 Workmen's Comp	0	50	50
111-0000-601.10-61 Unemployment Ins.	0	40	40
111-0000-601.20-40 Travel Expense	0	4,000	4,000
111-0000-601.20-41 Registration Fees/Tuition	0	4,000	4,000
111-0000-601.30-20 Operating Supplies & Tool	0	16,200	16,200
Total:	**0**	**25,000**	**25,000**

General Project Fund: 311
State Industrial Access (GP2601)

Account Number/Description:	Budget	Incr/(Decr)	New Budget
Revenues:	**$**	**$**	**$**
311-0000-391.01-00 From General Fund	0	762,691	762,691
Total:	**0**	**762,691**	**762,691**
Expenditures:	**$**	**$**	**$**
311-0000-601.90-03 Improvements	0	762,691	762,691
Total:	**0**	**762,691**	**762,691**

Steadman Cemetery Trust Fund: 621

Account Number/Description:	Budget	Incr/(Decr)	New Budget
Revenues:	**$**	**$**	**$**
621-0000-361.22-00 Int LGIP	100	(100)	0
621-0000-392.01-00 Fund Bal Appropriations	2,500	(2,500)	0
Total:	**2,600**	**(2,600)**	**0**
Expenditures:	**$**	**$**	**$**
621-4032-463.20-99 Miscellaneous	2,600	(2,600)	0
Total:	**2,600**	**(2,600)**	**0**

SECTION V. 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:

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT NUMBER 4

ITEM ONE: Allocates $762,691 from General Fund Fund Balance to create the State Industrial Access project to be replaced by bonds in upcoming bond sale.

For the State to begin work on the State Industrial Access Road a deposit for the relocation of utility lines along the project site must be allocated. This ordinance temporarily allocates $762,691 from the General Fund Fund Balance to create a project to meet the city's portion of funding. These funds will be replaced with bond funding after the FY2026 Bond Sale.

ITEM TWO: Sets up $45,000 for Tax Relief

This item increases the Earnings on Investment line in the General Fund by $45,000 to capture an increase in anticipated interest received in the General Fund. These funds are being allocated for further tax relief for citizens of the City of Kingsport who qualify for the State of Tennessee Property Tax Relief Program.

ITEM THREE: Allocated $69,000 in grant funds from the Department of Homeland Security State and Local Cybersecurity Grant Program (SLCGP)

The city has been notified of its eligibility to receive $69,000 in SLCGP funding. The project being set up will be utilized to replace outdated servers and renew and enhance CrowdStrike 24/7 monitoring services by accepting 600 free CrowdStrike Endpoint Detection and Response licenses.

ITEM FOUR: Accepts Two Tennessee Highway Safety Office (THSO) grants

The city has received two grants from the Tennessee Highway Safety Office. One in the amount of amount of $49,920 to assist with the enforcement of Tennessee driving under the influence laws and other traffic-related offenses, and one in the amount of $25,000 to be used to pay for Corporal matt McGuire's travel/training to various traffic-related workshops and conferences.

ITEM FIVE: Closes the Steadman Cemetery Trust Fund

The Steadman Cemetery Trust Fund exhausted all funding at the end of FY2025. The fund is being reduced and closed. The Fund has an annual budget of $2,600. All future contracted mowing at this location will be funded by the Ground Maintenance division in the General Fund.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 2025 CAT 265 Compact Track Loader Utilizing State Contract No. 72872

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-281-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of one (1) 2025 CAT 265 Compact Track Loader from Stowers Machinery utilizing TN State Contract # 72872 in the total amount of $91,217.00 for use by Water Services.

The estimated delivery date is 60 days after the purchase order has been received. This purchase is a fleet replacement of unit 2235. This track loader will be replacing a backhoe. The track loader offers more flexibility with available attachments. The cost of the track loader reflects a 30% price increase compared to the original cost of unit 2235 purchased in 2014.

Please see the attached recommendation memo for additional information & TN State Contract.

Funding is identified in Project/Account # 51150085019010

Attachments:
1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2025 CAT 265 COMPACT TRACK LOADER FROM STOWERS MACHINERY UTILIZING TENNESSEE STATE CONTRACT NO.: 72872; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of one 2025 CAT 265 compact track loader from Stowers Machinery utilizing a Tennessee State Contract No.: 72872 for use by Water Services; 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 2025 CAT 265 Compact Track Loader is available pursuant to Tennessee State Contract No.: 72872, which in order to purchase the city will need to submit a purchase order to Stowers Machinery for $91,217.00; and

WHEREAS, the funding is available in project/account no.: 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 Stowers Machinery for the purchase of one (1) 2025 CAT 265 Compact Track Loader in the amount of $91,217.00.

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 21st day of October, 2025.

_____
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 9, 2025

Re: Fleet Replacement of 2235 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2235 in the amount of $91,217.00. The unit bid meets the expectations of the Water Services and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Tennessee State Contract # 72872. A copy of the Tennessee State Contract is attached. The estimated delivery is 60 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2025 Cat 265 Compact Track Loader	Stowers Machinery	N/A City/N/A 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 Tennessee State offering was reviewed by AdamWilliams and he is in agreement with this recommendation.

Fuel Economy Improvement N/A

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

Tennessee State Contract 72872

Replacements

2235 2014 Volvo Backhoe 4wd Hours 4,525

This track loader will be replacing a backhoe. The track loader offers more flexibility with available attachments. There was a 30% increase in price from the backhoe we purchased in 2014.

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

Thank you.

265
CAT

Dennis Higdon
(423) 914-8237 | dhigdon@stowerscat.com
Stowers Machinery Corporation
9960 Airport Pkwy, Kingsport, TN 37663
www.stowerscat.com

Date	Proposal ID
10/07/2025	#00030026

Prepared For

City Of Kingsport
415 Broad St
Kingsport, TN 37660

Machine Configuration

NEW NEXT GEN CAT 265 HP1
75 HP
HD1 GUARDING PACKAGE
ADVANCED JOYSTICKS
HEATED AIR RIDE SEAT
REARVIEW CAMERA
TENNESSEE STATE CONTRACT SWC225 CONTRACT #: 00000000000000000000072872
CAB WITH AC
HIGH FLOW
ADVANCED TOUCHSCREEN MONITOR
PUSH TO START
INTREGRATED RADIO
HYDRAULIC COUPLER

Description	List Price	Disc %	Disc $	Amount
265	$117,430.00	26.50%	-$31,118.95	$86,311.05
86" TOOTH BUCKET	$2,319.00	10.00%	-$231.90	$2,087.10
265 CTL 84 MONTH / 3000 HOUR GOVERNMENT PREMIER WARRANTY	-	-	-	$3,770.00
FREIGHT AND PREP	-	-	-	$950.00
HIGH FLOW SEA CODE	-	-	-	$2,298.85
STATE CONTRACT VOLUME DISCOUNT	-	-	-	-$4,200.00
			Total:	**$91,217.00**

*Plus applicable taxes & fees**

Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Stowers Machinery Corp
PO Box 14802
Knoxville, TN 37914-1802

Contract Number: 00000000000000000000072872

Title: SWC2525 Highway & Heavy Equip

Start Date : November 15, 2021 End Date: November 14, 2025

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

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

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

b. Tennessee local governmental agencies;

c. members of the University of Tennessee or Tennessee Board of Regents systems;

d. any private nonprofit institution of higher education chartered in Tennessee; and,

e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

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

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

Line Information
Line 1
Item ID:
1000197268 Tack Oil Distributor, Generic SWC asset-Weiler- 10% off APCAT- Regions 1,2
Unit of Measure: EA

Line 2
Item ID:
1000172847 Rollers Steel Wheel, SWC 225 Highway Equipment - Caterpillar, Weiler- 27.5% off APCAT- Regions 11, 2
Unit of Measure: EA

Line 3
Item ID:
1000172848 Excavator Boom Truck, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1,2
Unit of Measure: EA

Line 4
Item ID:
1000172850 Excavator, Compact, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1, 2
Unit of Measure: EA

Line 5
Item ID:
1000172851 Skid Loader Wheel, SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 1, 2
Unit of Measure: EA

Line 6
Item ID:
Skid Loader Track Compact , SWC 225 Highway Equipment- Caterpillar - 26.5% off APCVAT- Regions 1,2
Unit of Measure: EA

Line 7
Item ID:
1000197266 Brush Chipper, trailer mounted- Bandit - 12% off APCAT- Regions 1, 2
Unit of Measure: EA

Line 8
Item ID:
Force Feed Loader - SWC Generic Asset - Weiler - 14% off APCAT- Regions 1, 2
Unit of Measure: EA

Line 9
Item ID:
1000171676 Backhoe - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1, 2 Small- 33% off APCAT Medium - 36.5% off APCAT Large- 34.5% off APCAT
Unit of Measure: EA

Line 10
Item ID:
1000156890 Bulldozer - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1,2 Small- 30% off APCAT Medium - 28% off APCAT Large - 25.5% off APCAT
Unit of Measure: EA

Line 11
Item ID:
1000156097 Excavator (Track and Rubber Tire) -SWC225 Heavy Equipment - Generic Asset - Caterpillar- 25% off APCAT-Regions 1, 2
Unit of Measure: EA

Line 12
Item ID:
1000171679 Loaders (Articulated Rubber Tire) - SWC225 Heavy Equipment - Generic Asset - Caterpillar - Regions 1,2 Small -= 31.5% off APCAT Medium - 35.5% off APCAT Large- 22.5% off APCAT
Unit of Measure: EA

Line 13
Item ID:
1000156926 Graders, Motorized - SWC225 Heavy Equipment - Generic Asset- Caterpillar- 46% off APCAT- Regions 1,2
Unit of Measure: EA

Line 14
Item ID:
Accessories/Options- Highway - 10% off APCAT
Unit of Measure: EA

Line 15
Item ID:
Parts - Highway - 0% off APCAT
Unit of Measure: EA

Line 16
Item ID:
Accessories/Options- Heavy - 10% off
Unit of Measure: EA

Line 17
Item ID:
Parts - Heavy - 0% off APCAT
Unit of Measure: EA

Line 18
Item ID:
Shop Labor Rate - $113
Unit of Measure: HR

Line 19
Item ID:
Field Labor Rate = $124
Unit of Measure: HR

Line 20
Item ID:
Afterhours Labor Rate - $167
Unit of Measure: HR

APPROVED: Michael F. Perry Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of TN CPO , ou=Department of General Services, email=Mike.Perry@tn.gov, c=US Date: 2024.08.23 12:22:39 -05'00'
CHIEF PROCUREMENT OFFICER

BY: Mike Neely Digitally signed by Mike Neely Date: 2024.08.23 10:16:30 -05'00'
PURCHASING AGENT

DATE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 2024 Autocar with Labrie Body (ASL) Utilizing Sourcewell Cooperative Purchasing Agreement

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-288-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved this resolution authorizes the purchase of One (1) 2024 Autocar with Labrie Body (ASL) from Environmental Products Group utilizing Sourcewell Cooperative Purchasing Agreement #110223-LEG in the total amount of $417,158.40 for use by Solid Waste Department.

The estimated delivery date is 2-3 months after the purchase order has been received. This purchase will be an addition to the fleet to help support the annexation/housing growth in the Fall Creek and Airport region. A comparable unit was priced at $418,976.00 saving the City $1,817.60.

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

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

Funding is identified in Project/Account # 41540224629006

Attachments:
1. Resolution
2. Recommendation memo
3. Quote
4. Sourcewell Contract

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO ENVIRONMENTAL PRODUCTS GROUP, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 110223-LEG FOR ONE 2024 AUTOCAR WITH LABRIE BODY FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the purchase of one 2024 Autocar with Labrie Body (ASL) utilizing Sourcewell Cooperative Purchasing Agreement # 110223-LEG for use by the public works department; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; 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 Environmental Products Group**,** in the amount of $417,158.40; and

WHEREAS, funding for this equipment is available in project account # 41540224629006.

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 Environmental Products Group for one 2024 Autocar with Labrie Body (ASL) utilizing Sourcewell Cooperative Purchasing Agreement # 110223-LEG, for use by the public works department in the amount of $417,158.40.

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

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

ADOPTED this the 21st day of October, 2025.

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 9, 2025

Re: Fleet Purchase Recommendation

It is the recommendation of this office to purchase a 2024 Autocar with Labrie Body (ASL) in the amount of $417,158.40. The unit bid meets the expectations of the Soild Waste Department and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 110223-LEG. A copy of the Sourcewell Contract is attached. The estimated delivery is 2-3 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2024 AUTOCAR WITH LABRIE BODY (ASL)	ENVIRONMENTAL PRODUCTS GROUP	N/A City/N/A Hwy

The Sourcewell offering was reviewed by Rodney Deel and he is in agreement with this recommendation.

Fuel Economy Improvement

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

Sourcewell Contract 110223-LEG

This unit will be a Fleet addition to help support the annexation/housing growth in the Fall Creek and Airport region.

A comparable unit was priced at $418,976.00 making this unit $1,817.60 cheaper.

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

Thank you.

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY

Prepared for:

City of Kingsport

Rodney Deel

Labrie Automizer 33yd Autocar ACX Dual Steer Chassis

Derek Albin | 916-952-8090 | dalbin@myepg.com

QUOTE

Environmental Products Group-EPG
6010 E. Division Street
Lebanon, TN 30790
Derek Albin-916-952-8090
dalbin@myepg.com

Date: 10/9/2025

Bill To:
City of Kingsport,TN
Rodney Deel-Steve Leonard
609 West Industry Drive
Kingsport, TN 37660
423-229-9451
Customer ID No. 0549

Salesperson	Job	Payment terms	Due date
Derek Albin	TSM	N/A	N/A

Qty	Description	Unit price	Line total
1	Autocar ACX64-Labrie Body ASL (VIN) 243106-Base Price Cummins Engine-Allison Transmission	$221,030.00	
	Sourcewell Discount	$4,420.60	
	Sub Total Base Price (Net)	$216,609.40	
	Chassis Price	$195,899.00	
	Subtotal Net	$412,508.40	
	Freight	$4650.00	
	Labrie Sourcewell Contract #110223-LEG Kingsport:29779		
	TRUCK AVAILABLE IMMEDIATELY		
	CHASSIS and Body Specs Separate		
		Subtotal	$0.00
		Sales Tax	0.00
		Total	$417,158.40

Quotation prepared by: Derek Albin

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

Thank you for your business!

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Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (Supplier).

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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

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

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

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

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

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

3. PRICING

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

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

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

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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;

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- 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

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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 Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and 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 or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to 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

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the 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 Contract 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.

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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, 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.

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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. *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.

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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.

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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 liability-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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

Failure of Supplier to maintain the required insurance will constitute a material breach entitling 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 AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. 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. The policy provision(s) or endorsement(s) must further provide that coverage is

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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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.

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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

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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

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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 cannot 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 a 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.

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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.

Sourcewell	Labrie Enviroquip Group USA Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: John Carroll 7DD7E7AFE43245C...
By: _____	By: _____
Jeremy Schwartz	John Carroll
Title: Chief Procurement Officer	Title: Vice President Sales & Marketing
Date: 12/22/2023 | 12:45 PM CST	Date: 12/22/2023 | 12:21 PM CST

Approved:

DocuSigned by: Chad Coauette 48BAF71B0894454...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 12/22/2023 | 1:22 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Labrie Enviroquip Group
Address:	175-B, route Marie-Victorin Levis, Quebec G7A 2T3
Contact:	Andrew LeVasseur
Email:	andrew.levasseur@labriegroup.com
Phone:	920-312-6124
HST#:	

Submission Details

Created On:	Tuesday September 19, 2023 08:19:03
Submitted On:	Wednesday November 01, 2023 10:04:25
Submitted By:	Andrew LeVasseur
Email:	andrew.levasseur@labriegroup.com
Transaction #:	492a3f6b-4026-4c80-bbb0-72a6f4b65ba9
Submitter's IP Address:	97.94.51.96

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")	Labrie Environmental Group USA INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Enviroquip LLC Enviroquip Parts LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LEG Purchaser INC LEG Holding INC Labrie Environmental Holding LP Labrie Parts Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not currently have a CAGE code as we sell through our distributor network and not directly to the federal government.	*
5	Proposer Physical Address:	175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3	*
6	Proposer website address (or addresses):	www.groupelabrie.com	*
7	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):	John Carroll Vice-President Sales and Marketing 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 john.carroll@labriegroup.com P: 1-800 463-6638 x6223 M: (214) 897-6093	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Regional Sales Manager 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 andrew.levasseur@labriegroup.com M: (920) 312-6124	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable John and Andy are the main contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	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.	Labrie Environmental Group is a renowned leader in the manufacturing of equipment for the solid waste industry in North America, with a strong presence through its Leach™, Labrie™, and Wittke™ brands. In late 2020, the Labrie Group was acquired by Wynnchurch Capital LLC, headquartered in Illinois, USA. The company operates three major manufacturing facilities, strategically located in Lafayette, GA, USA; Levis, QC, Canada; and San Luis, Mexico (near Yuma, AZ), where it focuses on the production and delivery of Leach™, Labrie™, and Wittke™ collection vehicles for waste refuse. To distribute and support its products, Labrie Group relies on a robust distributor network that spans the United States and Canada. Additionally, the company owns and operates LabriePlus™ Parts & Service support centers in Oshkosh, WI, USA, and Levis, QC, Canada. What sets the Labrie Group apart from its competitors is its commitment to technological innovation and sustainable practices. The company invests heavily in research and development to offer greener, more efficient, smarter, and safer equipment. Labrie Group has earned recognition for its design and manufacture of manual, semi-automated, and fully automated side-loading collection vehicles, including the groundbreaking Expert 2000™, which was launched in 1994. As masters of automation, Labrie is the only manufacturer that engineers and builds its own drop-frame vehicles in-house. In 1999, Labrie Group became the first manufacturer in its industry to obtain ISO 9001-2000 certification, a testament to its commitment to quality and excellence. In 2004, Labrie acquired a dedicated plant for producing automated arms, lifters, and tippers. Two years later, in 2006, the company introduced the Expert 2000, an improved version of its original Expert line, featuring a tapered body and drop frame, which gained significant popularity across North America. That same year, Labrie further expanded its product offerings by acquiring the parts business and assets of Leach™ and Wittke™ from Federal Signal Corporation, adding rear loading and additional front-loading platforms. In October 2006, Labrie Environmental Group unified its brands, Labrie™, Leach™, and Wittke™, under one corporate umbrella. Since then, Labrie Environmental Group has maintained its commitment to innovation and has consistently launched industry-leading products. Beginning in 2020, Labrie has prioritized the centralization of its information systems technologies to further enhance support for its partners and clients. In line with this, the company has successfully introduced several new products that have gained significant recognition in the industry. These include the Alley-Hand arm, the Automizer Pendulum Packer and the EnviroLink - Smarter Collection Technology notably. Looking ahead, The Group has an exciting roadmap of planned innovations that will continue to shape and redefine the solid waste industry in the coming years. Labrie serves a diverse clientele in the waste sector, ranging from small to large private haulers, national waste management service providers, and a wide range of customers that includes hundreds of small towns, counties, major municipalities, and cities. The company has established itself as a trusted partner for these customers. Labrie Group has demonstrated its commitment to innovative and sustainable solutions by being an early adopter of Natural Gas as an alternative fuel, gaining extensive experience with Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG). In addition to these alternative fuel options, the company has recently expanded its offerings to include electrically motorized Labrie and Leach trucks (EVs), further solidifying its dedication to sustainable transportation solutions. With a robust distributor network that includes dealers, parts, and service centers spanning across Canada and the United States, world-class manufacturing facilities, and strong, dedicated partners, the Labrie Group has firmly established itself as a leader in the essential waste industry. The company is committed to providing innovative solutions and setting industry standards with its renowned products. With a keen awareness of evolving customer needs, Labrie Environmental Group remains well-positioned in the marketplace and ready to expand its operations. In this regard, we eagerly await an award from Sourcewell for our proposal as we seek to strengthen and maintain our successful partnership.	*
11	What are your company's expectations in the event of an award?	Labrie's expectation in the event of an award would be to continue to build on the success of our previous Sourcewell contracts and provide Sourcewell members continued product value in the marketplace.	*
12	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.	As a privately held company our financial statements are not made public. We have attached our audited financials; however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis QC location is free of any encumbrance.	*
13	What is your US market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in the US is estimated at 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in Canada is estimated at 40%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Labrie has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Labrie utilizes a skilled and experienced distributor network for sales, support, and service. Currently there are thirty certified Labrie distributors in the USA and Canada. In addition to the certified distributors Labrie also has eight Regional Sales Managers, five Feild Service Managers, and two full time demo operators to assist with any Sourcewell members requests.	*
17	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.	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie Group is certified as a final stage manufacturer. Other certifications and standards Labrie Group complies with are : Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Labrie has not been involved in any suspension or disbarment.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Labrie Environmental Group manufactures Labrie side loaders, Wittke front loaders, and Leach rear loaders at manufacturing facilities located in Levis Quebec, LaFayette Georgia, and San Luis Arizona. With endless options and configurations Labrie specialized in custom manufacturing to guarantee the Sourcewell member gets the correct product for their unique application. Our extensive distributor network in the USA and Canada provides local sales, rentals, parts, and service support to assist the Sourcewell members needs.	*
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Labrie automated side loaders Wittke front loader Leach rear loaders Manual side loaders Recycling and multicompartment collection vehicles Expert drop frame side loaders Commercial side loaders CNG solutions Electric vehicle solutions Dual Drive / Right Hand drive chassis configurations	*
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Labrie offers chassis solutions through our stock chassis pool. We collaborate with Freightliner, Mack, Autocar, Peterbilt, and Battle Motors to get Sourcewell members the correct configuration for their applications. In addition to our stock chassis pool our extensive distributor network also secures various chassis for their own distributor stock pools. With the chassis shortages we are currently seeing in the marketplace the above options give the Sourcewell member a advantage for securing equipment in a timely manner.	
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Labrie currently offers a full line of products mounted on electric / hybrid chassis.	

Table 3B: 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	
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	Labrie and our distributor network offers Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies to Sourcewell / Canoe members in US and Canada	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	Labrie and our distributor network offers a wide range of chassis, including diesel, CNG, hybrid or alternative fuel, and electric powered chassis to Sourcewell / Canoe members in the US and Canada through our stock chassis program..	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	Labrie is constantly evaluating and improving our products across all platforms with operator and vehicle safety in mind.	*
26	Maintenance services	(•) Yes ( ) No	Labrie and our distributor network can assist with a members specific maintenance requirement and develop a plan that is tailor fitted to the member.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Labrie is offering a discount off list price exclusive to Sourcewell member only.

Table 5: 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 *	
28	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.	Labrie's pricing model will include line item pricing that includes the Sourcewell member specific discount. Labrie will be providing United States and Canadian Price List to cover its vast Sourcewell members. Both price lists will be uploaded in the documents section in the Sourcewell Portal.	*
29	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.	Labrie will offer Sourcewell Members a 2% discount on all products off current list price.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored and evaluated individually between Labrie and the selling distributor that will be specific to the Sourcewell member as needed.	*
31	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.	Labrie will continue to work with our distributor network and utilize our vast industry relationships to provide the Sourcewell member competitively priced open market options. Chassis provided by Labrie as sourced equipment will be at cost plus 5%. Open market or non standard options will be at cost plus 10%.Examples of these items may include auxiliary axle installations, driveline retarders, member specific nonstandard options.	*
32	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.	Depending on the Sourcewell members need and familiarity with Labrie products some elements not included in to total acquisition cost include operator and service training, pre-delivery inspections, and local freight charges. Depending on the Sourcewell members need and locations these charges would range from $2,000 - $4,000.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included with our price to the Sourcewell member.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly deliver product to Alaska , Hawaii, Caribbean islands and other international destinations, in addition to, of course, Canada. There is an added cost due to distance, added handling and ocean freight. There is also detailed timing required in order to be loaded onto ships. We are very familiar with handling all of these added details.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer all typical delivery methods (driveaway, flatbed) plus the ability to ship via rail for long range North American shipments.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Labrie's payment terms are net 30 days. Labrie will accept check, cash, wire, electronic bank transfer as payment methods.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	If Sourcewell members request leasing or financing options Labrie will recommend NCL Government Capital. In addition to NCL Government capital, our premium distributor network has numerous financing and leasing options from local and regional finance agencies.	*
38	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.	Labrie will continue to use our custom Sourcewell End User quote and Sourcewell End User invoice once truck is complete. Please see the attached documents. Both the quote and invoice include detailed information on the Sourcewell member name, product offered, product options, price, and terms and conditions.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Labrie does not accept the P-card payment process at this time due to price of equipment sourced.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	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.	We produce all Sourcewell quotes at the factory so proper pricing is ensured. All Sourcewell quotes have the Sourcewell logo and contract number at the top to identify them so the buying entity can be confident that the pricing, procedure and fees are proper. We have controls in place and system to provide accurate and complete quarterly reporting and payment of fees back to Sourcewell. This process is managed by the Sourcewell contract administrator and also Labrie's Corporate Controller. We feel this process has gone very smoothly over the last eight years we have had the contract.	*
41	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.	Labrie internally will continue to track Sourcewell contract success in a monthly and quarterly sales review meeting based on previous years contract results. Labrie will also continue to hold quarterly meetings with Sourcewell Account Managers to ensure success of contract.	*
42	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.)	Labrie is proposing a 1.5% administrative fee exclusive of freight, local delivery service, and pre delivery inspection.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie is certified as a final stage manufacturer. Other certifications and standards Labrie complies with are: Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
44	What percentage of your sales are to the governmental sector in the past three years	Labrie's percentage of sales to the governmental sector is the past three years is 43%. This percentage has continued to rise over the past few years due to an increased Labrie sales force and also better distributor locations throughout the US and Canada.	*
45	What percentage of your sales are to the education sector in the past three years	Labrie's percentage of sales to the educational sector in the past three years is 1%. Our main educational sector customers include universities and public school systems who still have inhouse refuse and recycling collection.	*
46	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?	Our distribution network currently holds Texas Buyboard Contract, Florida Sheriffs Contract, North Carolina Sheriffs Contract, and the Educational Services Commision of New Jersey Contract. The annual sales volume for the Texas Buyboard contract averages $2 Million USD a year for a total of $6 Million USD over the past 3 years. The annual sales volume for the Educational Services Commision on New Jersey Contract averages $3 Million USD a year for a total of $9 Million USD over the past 3 years. The annual sales volume for the North Carolina Sheriffs contract averages $1.5 Million USD a year for a total of $4.5 Million USD over the past 3 years. The annual sales volume for the Florida Sheriffs contract averages $4 Million USD a year for a total of $12 Million USD over the past 3 years.	*
47	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?	Labrie does not currently hold any GSA or SOSA contracts.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	Labrie Automated Side Loader	60 Total Units	$8.2 Million Dollars	*
City of Miami Dade County	Government	Florida - FL	Labrie Automated Side Loaders	45 Total Units	$4.9 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Leach Rear Loaders	39 Total Units	$3.6 Million Dollars	*
City of Tacoma	Government	Washington - WA	Labrie Automated Side Loaders and Wittke Front Loaders	45 Total Units	$5.1 Million Dollars	*
City of Salt Lake City	Government	Utah - UT	Labrie Automated Side Loaders	43 Total Units	$5 Million Dollars	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Department of Solid Waste Management	305-541-6691	*
City of Cedar Rapids Iowa	Joy Huber Fleet Services Manager	319-286-5886	*
City of Loveland Colorado	Tyler Bandemer Solid Waste Superintendent	970-962-2000	*
City of Hobart Indiana	Kelly Smith Director of Public Works	219-942-6121	
City of East Chicago Indiana	Jaylan Robinson Fleet Services Manager	219-942-6121	

Table 11: 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 *	
50	Sales force.	Labrie's factory sales force consists of 8 experienced Regional Sales Managers and a VP of Sales. The RSMs work remote to cover their geographic area and assist the distributors with all facets of their business with Labrie. Additionally, there are Product Specialists located in the Quebec and Georgia facilities to assist with application and quoting of product. See the uploaded location map.	*
51	Dealer network or other distribution methods.	Labrie's distribution network covers all 50 states and each of the Canadian Provinces, with the exception of Quebec which is covered factory direct. Each distributor has significant sales and service resources dedicated to Labrie. See uploaded map.	*
52	Service force.	Our distribution network invests heavily in parts inventory and in mechanics to service our equipment. Many offer mobile service or truck pick-up. Supporting that network is Labrie factory service team consisting of 6 field-based Field Service Representatives that each support a group of distributors. We also have a factory based tech service group to provide support over the phone. See uploaded map.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes for Sourcewell customers are produced internally by Labrie customer service to ensure that the proper pricing and fees are applied. The finished quote is then delivered by the local Labrie Distributor to the Sourcewell customer. Order will then be placed with the local distributor, who will in turn submit it to Labrie customer service for processing. Then the distributor will be responsible for delivering the finished unit.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Labrie customer service has access to all of the details of the Sourcewell contract and what is required to process those quotes and orders. We will generally turn Sourcewell requests into a delivered quote within 48 hours. Delivered unit times vary with type of equipment but are typically 120 days form receipt of chassis. We also have a factory stocking program that can greatly reduce that time.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Labrie feels that Sourcewell is a very valued platform and partner for us to market our products. We think we have proven that over the last 8 years with multiple hundred successful unit deliveries to Sourcewell entities.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully willing to work with the Sourcewell/ Canoe platform in Canada. We have created a Canoe specific Canadian price list and our team there is trained and ready. This will be uploaded in the pricing section.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Labrie will have full coverage in the US and Canada	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all Sourcewell entities. We have full geographic coverage and no restrictions.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver units to Hawaii, Alaska and the Caribbean on a regular basis. There are no real restrictions other than added freight cost and logistical timing with ocean traffic. Our logistics group is very familiar with the requirements.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	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.	We start with advertising Sourcewell on all 4 of our websites: labriegroup.com, labrietrucks.com, leachtrucks,com and wittketrucks.com. These feature a Sourcewell page with a link out to our page on the Sourcewell site. We display Sourcewell flags and banner at the regional and national shows we participate in annually. Our distributors also display the Sourcewell logo and in some cases our contract number on their literature, web sites and at their own local trade shows. Our Regional Sales Managers train our distributors to promote Sourcewell as they sell and to set up new Sourcewell members.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our sales enablement platform, Showpad, to drive more digital content to our distributors and their customers, including reference to our Sourcewell contract. We rely heavily on our distributors local marketing efforts to expand our reach to the market. They are all trained to promote Sourcewell as part of those efforts.	*
62	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?	If our contract is renewed, it will be business as usual for the last eight years. We will continue to successfully promote and utilize the platform. We enjoy the support, training and insight provided by Sourcewell as we move through the process of selling.	*
63	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.	We go to market exclusively through our distributor network and only offer electronic ordering to them.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	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.	Labrie offers service, operator and maintenance training to all Sourcewell members. Depending on the members exact training requirement this can be performed by our skilled Labrie training department or also the supplying distributor. If this was a Sourcewell customer that is new to the Labrie products this would be a standard training procedure. If the member is a returning customer and familiar with our product training would be optional based on members training needs. The standard training would be at no charge to the member. Optional training would be handled as a "non standard option" and charged accordingly to the members specific training requirements.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Service and operator safety has always been a focus at Labrie. On our Wittke Front Loader and Labrie Side Loader products we have designed our products with safety in mind. One example includes the arm and body valve section being located on the side of the body to ensure the service technician is on ground level and out of traffics way for any repairs. Many of our competitors have this valve section located between the body and chassis which is very dangerous for the service technician. From an operators standpoint our products are all ergonomically designed and well labeled for operator confidence.	
66	Describe how the equipment you propose simplifies the operation for end-users.	Labrie products are turn key to the end user once they take delivery of our product. These products are immediately ready for route when delivered. All products are designed and manufactured with the operator in mind for safe and efficient operation. We offer the Sourcewell member a product that can be manufactured exactly to their needs on various chassis platforms that include electric, compressed natural gas, and also diesel.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Operator and mechanic safety continues to be a focus at Labrie when manufacturing our products. Our exclusive Envirolink Multiplex system allows communication of cameras and monitors, diagnostic tools, safety interlocks, alerts, gps tracking, for a smart collection package. This system provides the mechanic and operator all performance and troubleshooting data at the touch of a button and staying out of harms way. Proximity switches and warning decals continue to be a manufacturing standard as well.	
68	Describe any technological advances that your proposed products or services offer.	Technological advances also tie back into our proprietary Envirolink Multiplex system. A few features this system provides is onboard scale system infrastructure, collision detection systems, and gps capabilities. These features all create a smarter and more efficient product in the field.	*
69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	All factories utilize waste, steel and cardboard recycling programs. Recent project transitioned all paint to the electrostatic paint process that has reduced the amount of paint used by 28%. This process has also reduced our VOC content by 12%	*
70	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.	ISO 9001 Certified Factory	*
71	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.	Labrie currently doesn't hold any WMBE, SBE, or veteran owned certifications.	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Labrie is proud to work with the most expansive and knowledgeable distributor network in the United States and Canada. Along with Labrie these distributor networks create local support to the Sourcewell member for all things parts, service and warranty. Labrie continues to invest heavily internally. With three manufacturing facilities and world class engineering we continue to provide Sourcewell members solutions that exceed expectations and remain a top refuse manufacturer in the industry.	*

Table 14: 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 *	
73	Do your warranties cover all products, parts, and labor?	In general, yes. Please refer to the attached warranty policy and procedure.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please refer to the attached warranty policy and procedure.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not typical. This expense is usually handled by our distributor.	*
76	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?	We have very solid service coverage for the US and Canada. In the event there is a rare exception we support the customer performing the repair or we will support the repair from the factory.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, we will provide warranty coverage for our manufactured product only (Labrie, Leach and Wittke product). Our distributors will support warranty on other quoted products supplied by them.	*
78	What are your proposed exchange and return programs and policies?	Please refer to the attached warranty policy and procedure.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts would be provided and performed as an option by our local distributor.	*

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

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

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 - Pricing (zipped) Folder.zip - Wednesday October 25, 2023 13:15:30
- Financial Strength and Stability - LEG Purchaser Inc. and Subsidiaries-2022-FS096817 13 march 2023.pdf - Wednesday October 25, 2023 13:16:51
- Marketing Plan/Samples - Marketing Plan and Samples.zip - Wednesday October 25, 2023 13:20:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Zipped Folder.zip - Wednesday October 25, 2023 13:23:42
- Standard Transaction Document Samples - Transaction Documents(zipped) Folder.zip - Wednesday October 25, 2023 13:24:27
- Requested Exceptions (optional)
- Upload Additional Document - Additional Bid Documents Compressed (zipped) Folder.zip - Wednesday October 25, 2023 13:24:53

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. - Andrew LeVasseur, Regional Sales Manager, Labrie Enviroquip Group

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 2025 Freightliner Utilizing Sourcewell Cooperative Purchasing Agreement

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-291-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved this resolution authorizes the purchase of One (1) 2025 Freightliner with a 900 ECO 12 Yard Combination Wastewater Cleaner Body from Jet-Vac Equipment Company utilizing Sourcewell Cooperative Purchasing Agreement #101221-SCA in the total amount of $599,000.

The estimated delivery date is 60 days after the purchase order has been received. This purchase is a fleet replacement of unit 2329 for use by the Water Services Department and reflects a 72% price increase compared to the original cost of unit 2329 in 2017.

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

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

Funding is identified in Project/Account # 51150085019010 & 41750175014026

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

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO JET-VAC EQUIPMENT COMPANY UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 101221-SCA FOR ONE 2025 FREIGHTLINER FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the purchase of one (1) 2025 Freightliner with a 900 ECO 12 Yard Combination Wastewater Cleaner Body utilizing Sourcewell Cooperative Purchasing Agreement # 101221-SCA for use by the Water Services Department; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; 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 Jet-Vac Equipment Company**,** in the amount of $599,000.00; and

WHEREAS, funding for this equipment is available in project account # 51150085019010 & 41750175014026.

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 Jet-Vac Equipment Company for one (1) 2025 Freightliner with a 900 ECO 12 Yard Combination Wastewater Cleaner Body utilizing Sourcewell Cooperative Purchasing Agreement # 101221-SCA, for use by the Water Services Department in the amount of $599,000.00.

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 21st day of October, 2025.

_____
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 1st 2025

Re: Fleet Replacement of 2329 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2329 in the amount of $599,000.00. The unit bid meets the expectations of the Water Services and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 101221-SCA. A copy of the Sourcewell Contract is attached. The estimated delivery is 60 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2025 Freighliner with an 900 ECO 12 yard Combination Waste Water Cleaner Body	Jet -Vac Equipment Company	N/A City/N/A 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 Chad Austin and he is in agreement with this recommendation.

Fuel Economy Improvement

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

Sourcewell Contract 101221-SCA

Replacements

2329	2017 International 7500 Jet/Vac Truck Body	Mileage	26,566	Hours	3,792	This will be a 72% price increase compared to the original cost of unit 2329.

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

Thank you.

SewerEquipmentCoOfAmerica.Com
900 ECO

Date: 10/01/2025

Quoted To:
City of Kingsport
Attn: Accounts Payable*
ap@kingsporttn.gov
Kingsport TN 37660

Location: COOKEVILLE
Quote Number: Q00575
Expiry Date: 10/31/2025
Salesperson: JASON LYNN
jason@jet-vac.com
Responsible: BRITTANY WINDHAM
brittany@jet-vac.com
Attention: Adam Williams

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

900-ECO 12 Yard Combination Sewer Cleaner Stock Number: E004345 Machine Serial #: WO-11133	467,537.00
Freightliner 114SD Plus Cummins X12 455V HP Stock Number: E004346 Machine Serial #: 3ALHG3FM1TDWF8321	158,886.00

Additional Charges

EQP SHIPPING	5,000.00
EQP SOURCEWELLDISCOUNT	-14,026.11
JET-VAC DISCOUNT	-18,396.89

Comments
Sourcewell Contract #101221-SCA
Sewer Equipment - High Pressure Jetting, Vacuum,
Hydro-Excavating & Recycling Maturity Date: 11/29/2025

****

ESTIMATED DELIVERY 30 DAYS ARO

****

Selling Price:	599,000.00
Net Selling Price:	599,000.00

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Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies 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 November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All 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.

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

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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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;

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- 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

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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 Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and 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. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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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.

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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 thetrademark(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,

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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.

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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.

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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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

Failure of Supplier to maintain the required insurance will constitute a material breach entitling 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 AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. 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. The policy provision(s) or endorsement(s) must further provide that coverage is

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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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.

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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

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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

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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.

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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.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

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RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

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")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.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):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
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.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
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?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
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?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

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 *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

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 *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

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.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
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?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

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.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
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?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
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.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

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.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
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?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
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?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

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 *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	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.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

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

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

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

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

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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 - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

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. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

Docusign Envelope ID: 09E36B0D-A471-4756-A940-15CC2CCCF11B

AMENDMENT #1
TO
SOURCEWELL AGREEMENT #101221-SCA

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Sewer Equipment Co. of America** (Supplier).

Sourcewell entered into a contract, 101221-SCA, with Supplier to provide Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, effective November 24, 2021, through November 29, 2026 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 18. Insurance of the Contract is amended to modify section A. Requirements 5. Network Security and Privacy Liability Insurance to decrease the Minimum limits to:

$1,000,000 per occurrence
$1,000,000 annual aggregate

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

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 9/15/2025 | 5:17 PM CDT

Sev Signed by: Dave Madole 8E5340F016584C8... **of America**

By: _____

Dave Madole
Vice President/General Manager

Date: 9/23/2025 | 3:10 PM CDT

Item XI3.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign All Necessary Documents to Receive State Water Infrastructure Grant Application for Lead Service Line Inventory

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF- 286-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Niki Ensor
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the utilities will receive a $250,000 Lead Service Line Inventory Grant from the Tennessee Department of Environment and Conservation (TDEC) to help comply with EPA lead and copper regulations.

The Environmental Protection Agency (EPA) recently revised the "Lead and Copper Regulations" that guide the operations of drinking water utilities. The updated regulations require utilities to develop and maintain an inventory of service line materials within the utility's system, including the piping on the customer's side of the meter. To date, approximately 30% of the 38,000 service lines have been completed.

The next step in the process involves reviewing record drawings and developing a statistical analysis based on site visits, customer interviews, and physical inspection. To support this initiative, the Tennessee Department of Environment and Conservation (TDEC) has made available a State Water Infrastructure Grant (SWIG) of $250,000, requiring a 15% local match of $37,500. This grant will aid the city's effort to develop a lead service line inventory necessary to meet the EPA's lead and copper regulations.

Matching funds are available in WA2605.

Attachments:
1. Resolution
2. Grant Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR A STATE WATER INFRASTRUCTURE GRANT FOR LEAD SERVICE LINE INVENTORY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to apply for and receive a State Water Infrastructure Grant (SWIG) for Lead Service Line Inventory from the Tennessee Department of Environment and Conservation (TDEC) to help comply with Environmental Protection Agency (EPA) lead and copper regulations; and

WHEREAS, the EPA recently revised the "Lead and Copper Regulations" that guide the operations of drinking water utilities to update regulations requiring utilities to develop and maintain an inventory of service line materials within the utility's system, including the piping on the customer's side of the meter; and

WHEREAS, in an effort to comply with the EPA's lead and copper regulations, the state has made available a grant in the amount of $250,000 to help reviewing record drawings and developing a statistical analysis based on site visits, customer interviews, and physical inspection; and

WHEREAS, the SWIG requires a 15% local match of $37,500.00 and funds are available in WA2605.

Now therefore,

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

SECTION I. That the State Water Infrastructure Grant contract with the Tennessee Department of Environment and Conservation (TDEC) to help comply with Environmental Protection Agency (EPA) lead and copper regulations, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the State Water Infrastructure grant contract with the Tennessee Department of Environment and Conservation (TDEC) to help comply with Environmental Protection Agency (EPA) lead and copper regulations, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency"

and Grantee City of Kingsport, hereinafter referred to as the “Grantee,” is for the provision of Lead Service Line Inventory (LSLi) Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 000001562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1 The Grantee shall provide the scope of services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide the following deliverables related to the investigation and planning of the Grant Project according to the Grant Project Schedule:

a. All deliverables shall be provided and uploaded into the Grantee’s application in the Grants Management System.

b. The Grantee shall provide engineering agreement(s) for the project for review and approval no later than one hundred and twenty (120) days after the Grantee’s receipt of the Grant Contract Award.

c. The Grantee shall provide a Final Inventory to the State for its review and approval by the end of this Grant Contract Term.

i. If the Final inventory does not have unknowns, lead, or galvanized material, a preliminary engineering report (“PER”),and replacement plan are not required

ii. The Grantee shall submit attestations on official letterhead from the engineer and the Grantee attesting to “no lead” within their inventory.

d. The Grantee shall develop a PER for every project that has unknowns, lead, or galvanized material.

e. If the Grantee’s inventory requires potholing or other ground-breaking activities, such as digging up homeowners’ yards, then an environmental review will be required. If none of the inventory activities involve breaking ground, then those activities will be exempt from environmental review. The State must approve the environmental review prior to the Grantee engaging in potholing or ground-breaking activities.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee’s duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

I. This Grant Contract document with any attachments or exhibits;

II. The Grantee’s application packet, as may be amended from time to time, including the grant proposal, incorporated to elaborate supplementary scope of services specifications;

iii The State's July 15, 2025 Lead Service Line Inventory Grant Manual;

iv. United States Environmental Protection Agency’s August 2022 Guidance for Developing and Maintaining a Service Line Inventory; and

v. The State’s Lead Service Line Inventory Data Sheet.

A.4 Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2024 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty Thousand Dollars ($250,000.00) (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4 Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

Vena Jones
Davy Crockett Tower, 9th Floor
500 James Robertson Pkwy Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation & Division of Water Resources
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7 Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C 8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it

must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9 Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013- 007 or any amendments or revisions made to this policy statement during the Term.

C.10 Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11 Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12 State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

D.4 Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination,"

“Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Vena Jones & Environmental Manager 4
Department of Environment and Conservation, Division of Water Resources 500 James Robertson Pkwy Nashville, TN 37243
Vena.L.Jones@tn.gov
Telephone # (615) 898-9499

The Grantee:

Paul Montgomery, Mayor City of Kingsport 415 Broad Street
Kingsport Tennessee 37660-4263 paulmontgomery@kingsporttn.gov Telephone # (423) 229-9400 FAX # (423) 229-9350

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10, Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all

employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

D.13 Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee.'' All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D 16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20 Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no

circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24 Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D 25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D 28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main O2.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30 Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31 Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.,* addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public
(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section
b. of this certification; and
d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.
D.35 Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.
As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.
D.36 State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.
E. SPECIAL TERMS AND CONDITIONS:
E. 1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
E.2. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
E.4. Federal Funding Accountability and Transparency Act (FFATA).
This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.
The Grantee shall comply with the following:
a. Reporting of Total Compensation of the Grantee's Executives.
(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
i. 80 percent or more of the Grantee's annual gross revenues from Federal
procurement contracts and federal financial assistance subject to the Transparency Act, as defined

at 2 CFR 170.320 (and sub awards); and

ii $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp. htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified, vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

E.5 Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6 Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.7. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

E.8 Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E. 9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *etseq.,* as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.

E.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending

loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 21st day of October, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
January 1, 2024	December 31, 2026	32701-26-031	88420

Grantee Legal Entity Name	Edison Vendor ID
City of Kingsport	000001562

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)

Lead Service Line (LSLi) Grant

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	$0.00	$250,000.00	$0.00	$0.00	$250,000.00
2025	$0.00	$0.00	$0.00	$0.00	$0.00
2026	$0.00	$0.00	$0.00	$0.00	$0.00
2027	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$0.00**	**$250,000.00**	**$0.00**	**$0.00**	**$250,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

All grant applications will be ranked based on application completeness and how well the applicant has addressed the ranking components. Grant applicants cannot revise or add to applications following submission. Proposals will be reviewed and ranked based on the submitted application's merits. Incomplete applications may not be eligible for funding.

SWIG will assemble a three (3) person review panel to rank and recommend proposals for funding. Proposals will be reviewed and ranked relative to other proposals submitted following the close of the application period. Proposals will not be ranked as they are received. Applications will be ranked according to points scored using a rubric system. Within each row (section) of the scoring rubric, a proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points will be considered for funding at the end of scoring.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional) EN00022514/32733

Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIROMENT AND CONSERVATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Lead Service Line Inventory (LSLi) Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 000001562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide the following deliverables related to the investigation and planning of the Grant Project according to the Grant Project Schedule:

a. All deliverables shall be provided and uploaded into the Grantee's application in the Grants Management System.

b. The Grantee shall provide engineering agreement(s) for the project for review and approval no later than one hundred and twenty (120) days after the Grantee's receipt of the Grant Contract Award.

c. The Grantee shall provide a Final Inventory to the State for its review and approval by the end of this Grant Contract Term.

i. If the Final inventory does not have unknowns, lead, or galvanized material, a preliminary engineering report ("PER"),and replacement plan are not required.

ii. The Grantee shall submit attestations on official letterhead from the engineer and the Grantee attesting to "no lead" within their inventory.

d. The Grantee shall develop a PER for every project that has unknowns, lead, or galvanized material.

e. If the Grantee's inventory requires potholing or other ground-breaking activities, such as digging up homeowners' yards, then an environmental review will be required. If none of the inventory activities involve breaking ground, then those activities will be exempt from environmental review. The State must approve the environmental review prior to the Grantee engaging in potholing or ground-breaking activities.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

i. This Grant Contract document with any attachments or exhibits;
ii. The Grantee's application packet, as may be amended from time to time, including the grant proposal, incorporated to elaborate supplementary scope of services specifications;
iii. The State's July 15, 2025 Lead Service Line Inventory Grant Manual;
iv. United States Environmental Protection Agency's August 2022 Guidance for Developing and Maintaining a Service Line Inventory; and

v. The State's Lead Service Line Inventory Data Sheet.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2024 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

Vena Jones
Davy Crockett Tower, 9th Floor
500 James Robertson Pkwy
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation & Division of Water Resources
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Vena Jones & Environmental Manager 4
Department of Environment and Conservation, Division of Water Resources
500 James Robertson Pkwy
Nashville, TN 37243
Vena.L.Jones@tn.gov
Telephone # (615) 898-9499

The Grantee:

Paul Montgomery, Mayor
City of Kingsport
415 Broad Street
Kingsport Tennessee 37660-4263
paulmontgomery@kingsporttn.gov
Telephone # (423) 229-9400
FAX # (423) 229-9350

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

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

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

E.5 Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.7. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

E.8. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E. 9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.

E.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE	**DATE**
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER	**DATE**

ATTACHMENT A

PAGE 1

GRANT BUDGET				
Lead Service Line (LSLi) Grant				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
	BEGIN: January 1, 2024		**END: December 31, 2026**	
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$235,000.00	$35,250.00	$270,250.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	$15,000.00	$2,250.00	$17,250.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	**$250,000.00**	**$37,500.00**	**$287,500.00**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A
PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional service for LSLI - record drawing review, statistical analysis, etcs,	$235,000.00
TOTAL	$235,000.00

CAPITAL PURCHASE	AMOUNT
Purchase of ground penetrating radar equipment	$15,000.00
TOTAL	$15,000.00

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	City of Kingsport
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	January 1, 2024 – December 31, 2025
Subaward Budget Period Start and End Date	January 1, 2024 – December 31, 2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	66.468- Drinking Water State Revolving Fund
Grant contract's begin date	January 1,2024
Grant contract's end date	December 31,2026
Amount of federal funds obligated by this grant contract	$250,000.00
Total amount of federal funds obligated to the subrecipient	$250,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$16,832,719.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Lead Service Line Inventory Grant
Name of federal awarding agency	Environmental Protection Agency
Name and contact information for the federal awarding official	
Name of pass-through entity	
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

Department of Environment & Conservation

To: **City of Kingsport**
From: State Water Infrastructure Grants Team
Date: October 10, 2025
Subject: **Notification of Grant Contract Extension**

Dear **City of Kingsport,**

This notification is to inform you of the State Water Infrastructure Grant (SWIG) Team's intention to amend the end date of your current **2024-11945** Lead Service Line Inventory Grant.

Key Details of the Extension:

- **New Contract End Date:** 12/31/2028
- **Terms and Conditions:** All terms and conditions of the original agreement will remain in effect unless otherwise amended in writing.
- **Reporting Requirements:** Please continue to submit progress and financial reports as scheduled. If there are any changes to reporting deadlines, we will notify you separately.

In the coming weeks, you will receive a grant contract amendment which will require signature. The SWIG team appreciates your cooperation and assistance through this process. Should you have any questions or require further assistance, please do not hesitate to reach out to ask.SRF@tn.gov.

Best regards,

The State Water Infrastructure Grants Team

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Cooperative Contract (NCPA-01-169) from BCTI for the Renewal of Cisco Webex licenses and Services

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-280-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	NA	Presentation By:	Floyd Bailey

Strategic Focus Area: Efficient Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If adopted, the accompanying resolution authorizes the renewal of Cisco Webex licenses and services through BCTI utilizing National Cooperative Purchase Alliance Cooperative Contract Number NCPA 01-169 in the amount of $65,854.34.

These items are essential renewals of existing Cisco Webex licenses and services. This renewal supports ongoing city-wide communication needs, including cloud device registration, Webex calling, outbound calling plans, telephone numbers, on-premises calling, SMARTnet support, and meeting licenses. The total renewal cost is $65,854.34 for a one-year term.

These items are critical for maintaining secure and efficient remote and in-office communication capabilities across city operations.

Funding is appropriated in Information Technology line 110-1013-404-2057.

Attachments:
1. Resolution
2. Quote

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BCTI FOR THE RENEWAL OF THE CISCO WEBEX LICENSES AND SERVICES UNDER THE TERMS OF NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO.: 01-169

WHEREAS, the city recently updated the city-wide communication needs, and would like to renew the Cisco Webex License and services from Bailey Computing Technologies, Inc. (BCTI), utilizing the National Purchasing Alliance Contract No. NCPA01-169; and

WHEREAS, city is a member of National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the Cisco Webex License and services are available pursuant to NCPA Contract No.: 01-169; and

WHEREAS, to acquire the licenses, the city will need to submit a purchase order to Bailey Computing Technologies, Inc. (BCTI); and

WHEREAS, the subscription will be for a term of 1 year in the amount of $65,854.34 with the option of annual renewal; and

WHEREAS, the funding is available in Information Technology line 110-1013-404-2057

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 Bailey Computing Technologies, Inc. (BCTI) for the purchase of Cisco Webex License and services utilizing the National Purchasing Alliance Contract No. NCPA01-169 in the amount of $65,854.34.

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 21st day of October, 2025.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

bcti

Your Information Technology Partner

We have prepared a quote for you

NCPA 01-169 - 3rd Qtr 2025 Renewal

Quote # 008651
Version 5

Prepared for:

City of Kingsport

Floyd Bailey
floydbailey@kingsporttn.gov

P.O. Box 8456
Gray, TN 37615
www.bcti.com
423-283-0543

bcti
Your Information Technology Partner

Renewals

Description	NCPA DNE	Price	Qty	Ext. Price
Cisco Collaboration Flex Plan Sub ID 1256309				
Cisco Collaboration Flex Plan Cloud Device Registration - License - 1 License - 1 Year Renewal • Current support ends: **08 Sep 25**	$346.92	$323.20	3	$969.60
Cisco Collaboration Flex Plan Enterprise Webex Calling Subscription - 1 License - 1 Year Renewal • Current support ends: **08 Sep 25**	$155.82	$145.20	203	$29,475.60
Cisco Outbound Calling Plan Committed Enterprise Subscription - 1 License - 1 Year Renewal - NCPA Exempt • Current support ends: **08 Sep 25**	$0.00	$30.00	216	$6,480.00
Cisco Telephone Number (TN) for Local Number - Uncommitted - Subscription - 1 Number - 1 Year Renewal - NCPA Exempt • Current support ends: **08 Sep 25**	$0.00	$12.00	203	$2,436.00
Cisco Collaboration Flex Plan Enterprise-Wide Calling - On-premise License - 1 License - 1 Yr Renewal • Current support ends: **08 Sep 25**	$110.54	$69.26	332	$22,994.32
Cisco 8x5xNBD SMARTnet Total Care Contract 206222549				
Cisco SMARTnet Extended Service - 1 Year Renewal 192 Analog Telephone Adapter for MPP with switch • PN: ATA192-3PW-K9 • SN: FVH28331BRS • Current support ends: **17 Sep 25**	$18.89	$18.82	1	$18.82
Collaboration Flex Plan Sub ID 1931206				

P.O. Box 8456
Gray, TN 37615
www.bcti.com
423-283-0543

bcti
Your Information Technology Partner

Renewals

Description	NCPA DNE	Price	Qty	Ext. Price
Cisco Collaboration Flex Plan Meetings - License - 1 Named User - 1 Year Renewal • Current support ends: **22 Sep 25**	$235.20	$232.00	15	$3,480.00

Subtotal: **$65,854.34**

P.O. Box 8456
Gray, TN 37615
www.bcti.com
423-283-0543

Your Information Technology Partner

NCPA 01-169 - 3rd Qtr 2025 Renewal

Prepared by:

BCTI

Cyndee Purdy-Godsey
423-283-0543
cpurdy-godsey@bcti.com

Prepared for:

City of Kingsport

City Hall
415 Broad Street
Kingsport, TN
Floyd Bailey
(423) 343-9840
floydbailey@kingsporttn.gov

Quote Information:

Quote #: 008651

Version: 5
Delivery Date: 09/26/2025
Expiration Date: 10/01/2025

Quote Summary

Description	Amount
Renewals	$65,854.34

Total: **$65,854.34**

NOTE: Unless otherwise stated pricing includes shipping and delivery to customer site. Pricing does not include sales tax. Organizations exempt from sales tax must provide a copy of their exemption certificate. A minimum of 75% down payment is required for all orders. Pricing for labor is tiered and based on the skills required to perform the work. Tier pricing ranges from $138.75 to $277.50/hr weekdays (8:00am-5:00pm), weekends and after business hours are billed at 1.5 times, holidays at 2 times, unless otherwise noted. Service, travel, and remote support will be billed in 15 min increments with a one hour minimum for onsite service. This quote is confidential and not to be shared, copied, or distributed outside the organization named on this quote. Pricing is valid until the quote expiration date. Expired products are subject to additional reinstatement fees.

BCTI

Signature: Cyndee Purdy-Godsey

Name: Cyndee Purdy-Godsey

Title: Account Executive

Date: 09/26/2025

City of Kingsport

Signature: _____

Name: Floyd Bailey

Date: _____

AGENDA ACTION FORM

Consideration of a Resolution to Accept a Donation of Site Shelter and Generator from T-Mobile South LLC to the Utilities Department

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-287-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Tom Hensley
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will accept a donation of a 10 X 12 shelter and a 25 kW Generac generator from T-Mobile South LLC to reuse as backup power at a water pump station.

Since 1999, the City has leased a portion of the property and space on the elevated water storage tank for installation of cellular communication equipment located at 224 Browder Road. The lease has changed cellular providers over the years. T-Mobile holds the current lease, but does not wish to renew.

T-Mobile inquired if the 10 x 12 electrical shelter and 25kW generator could be left on site and donated to the utility for future use. Staff desires to relocate the generator to the walnut lane pump station. The estimated value of the shelter and generator is $20,000.

Attachments:
1. Resolution
2. Location Map
3. Pictures
4. Donation Acceptance Form

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF A SITE SHELTER AND GENERATOR FROM T-MOBILE SOUTH LLC FOR USE BY THE UTILITIES DEPARTMENT

WHEREAS, the city would like to accept a donation of a 10 X 12 shelter and a 25 kW Generac generator from T-Mobile South LLC for use as a backup power supply at the Walnut Lane pump station; and

WHEREAS, for many years, the city has leased a portion of the property and space on the elevated water storage tank for installation of cellular communication equipment located at 224 Browder Road, which has changed cellular providers over the years

WHEREAS, T-Mobile holds the current lease, but does not wish to renew, and inquired if the 10 x 12 electrical shelter and 25kW generator could be left on site and donated to the city for future use; and

WHEREAS, staff desires to relocate the generator to the Walnut Lane pump station; and

WHEREAS, the estimated value of the shelter and generator is $20,000.

Now therefore,

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

SECTION I. That the donation to the city of a 10 X 12 shelter and a 25 kW Generac generator from T-Mobile South LLC to reuse as backup power supply with an estimated value of $20,000.00, is accepted.

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

ADOPTED this the 21st day of October, 2025.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Project Location Map
224 Browder Rd/Water Storage Tank
City Of Kingsport

GENERAC

Info Needed for Agreement		Company Info
1	**Full legal name of your company:**	City of Kingsport
2	**Name and title of person who will be signing on behalf of (company):**	Name: Paul W. Montgomery Signature: _____
3	**Email Address of signer:**	PaulMontgomery@kingsporttn.gov
4	**Landlord phone #**	Office: 423-229-9400
5	**Item(s) being transferred to Landlord:**	Site shelter and generator.
6	**Dimensions of transfer item(s):**	Shelter: 10 x 12 Generator: 10 x 5
7	**Site ID:**	5TC0745B
8	**Site Address:**	224 Browder Rd., Kingsport, TN 37660

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve an Amendment to a Lease between the City of Kingsport, Tennessee and American Golf Club, LLC and to Allow the Mayor to Sign All Documents Necessary and Proper as they Pertain to the Lease

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-289-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Steven Bower
First Reading:	N/A	Presentation By:	Jessica Harmon

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Resolution

Executive Summary:
If approved the lease between the City of Kingsport and American Golf Club, LLC would be extended by one (1) year.

The property located at 2000 Stonebrook Place has remained vacant for a number of years. John Hendricks purchased the property and has made significant improvements to re-open the golf driving range. In order to do so Mr. Hendricks requested to lease approximately 13.6 acres owned by the City along Stonebrook Place. The property was originally donated to the City for flood control and wetlands mitigation purposes.

The original lease was approved by the Board of Mayor and Aldermen at their July 2024 business meeting and was for twelve months with the option to renew annually for a maximum of four renewals. The tenant is responsible for maintaining the property and the lease payment is $100 per month, or $1,200 annually.

Attachments:
1. Resolution
2. Amendment Number 1 To Lease
3. Map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF KINGSPORT AND AMERICAN GOLF CLUB, LLC TO EXTEND THE TERM OF THE LEASE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, on July 16, 2024, the board approved a lease with American Golf Club, LLC for property located at 2000 Stonebrook Place to be used as a golf course driving range (Res. No. 2025-009); and

WHEREAS, the lease agreement contained a renewal option for up to four one year terms; and

WHEREAS, the city and the golf club desire to extend the lease for an additional one (1) year at the rate of $100.00 per month.

Now therefore,

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

SECTION I. That Amendment Number 1 to the lease with the American Golf Club, LLC that extends the term of the lease for an additional one (1) year at the rate of $100.00 per month, 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 1 to Lease with American Golf Club, LLC that extends the term of the lease for an additional one (1) year with the option to renew annually for an additional four (4) renewals, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AMENDMENT NUMBER 1 TO LEASE

This Amendment Number 1 to the Lease between City of Kingsport, Tennessee and American Golf Club, LLC, is made with an effective date of September 1, 2025 by the City of Kingsport, Tennessee and American Golf Club, LLC.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for a parcel of land located at Stonebrook Place, Kingsport, Tennessee;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 2.2. of the Lease is amended to include the following “The Lease shall be extended for a period of one (1) year from the effective date of this Amendment Number 1 to the Lease, with such rights of termination as are expressly set forth in the Lease and this Amendment Number 1.

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 with the effective date of September 1, 2025.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 21st day of October, 2025

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AMENDMENT NUMBER 1 TO LEASE

This Amendment Number 1 to the Lease between City of Kingsport, Tennessee and American Golf Club, LLC, is made with an effective date of September 1, 2025 by the City of Kingsport, Tennessee and American Golf Club, LLC.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for a parcel of land located at Stonebrook Place, Kingsport, Tennessee;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 2.2. of the Lease is amended to include the following “The Lease shall be extended for a period of one (1) year from the effective date of this Amendment Number 1 to the Lease, with such rights of termination as are expressly set forth in the Lease and this Amendment Number 1.

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WHITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 with the effective date of September 1, 2025.

LANDLORD:

CITY OF KINGSPORT, TENNESSEE

ATTEST:

By: _____

Travis Bishop, City Recorder

Paul W. Montgomery, Mayor

APPROVED AS TO FORM:

_____

Rodney B. Rowlett, III , City Attorney

TENANT:

AMERICAN GOLF CLUB, LLC

By: _____

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, PAUL W. MONTGOMERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this _____ day of October, 2025.

_____
Notary Public

My commission expires:_____

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of American Gold Club, LLC, and that he as such _____ executed the foregoing instrument for the purposes therein contained, by signing his name as _____.

WITNESS my hand and official seal this _____ day of October, 2025.

_____
Notary Public

My commission expires:_____

Site

10/13/2025, 3:49:20 PM

Sullivan County Parcels Jan 2023

Parcels

Streets

Interstate

Expressway

Major Arterial

Minor Arterial

Collector Street

Local Street

Private Street

Ramp

Urban Growth Boundary

Demolition Liens

Kpt 911 Address

Item XII1.

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

NC CGIA, Maxar

Web AppBuilder for ArcGIS

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Renew the Agreement with AccuForce for Temporary Employment Services for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-275-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will renew the AccuForce contract for temporary employment services for Kingsport City Schools at $500,000.00 for an additional year with no increase in cost or change in service level.

The City requested proposals in the fall of 2022 for temporary employment services for various Kingsport City Schools positions on an as-needed basis. After reviewing the ten responses, AccuForce was awarded the contract due to their reputation, ability, and lowest mark-up percentages submitted, which were employees referred by Kingsport City Schools at 22.75% and employees referred by the vendor at 26%. The contract was awarded for a period of three years with a renewal option on an annual basis in one-year increments, providing all terms, conditions, and costs are acceptable to both parties.

Funding is identified in the School General Purpose Fund and School Nutrition Services Fund.

The Board of Education approved renewal of the contract with AccuForce at its meeting held on October 14, 2025

Attachments:
1. Resolution
2. AccuForce Letter of Intent
3. Amendment

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION RENEWING THE ACCUFORCE HR SOLUTIONS LLC AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the City entered into an agreement with AccuForce HR Solutions LLC in February 2023 for temporary employment services for its Kingsport City Schools; and

WHEREAS, the agreement awarded to AccuForce HR Solutions LLC was for a three-year period with an option to renew on an annual basis in one-year increments providing all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, both Kingsport City Schools and AccuForce HR Solutions LLC would like to renew the agreement for the term of January 1, 2026, through December 31, 2026, with no increase in cost or change in service during that period; and

WHEREAS, funding is identified in the School General Purpose Fund and School Nutrition Services Fund; and

WHEREAS, the Board of Education approved renewal of the contact with AccuForce HR Solutions LLC at its meeting held on October 14, 2025.

Now therefore,

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

SECTION I. That the renewal of the agreement with AccuForce HR Solutions LLC for temporary employment services for Kingsport City Schools for January 1, 2026, through December 31, 2026, 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 renewal agreement with AccuForce HR Solutions LLC for temporary employment services for Kingsport City Schools, 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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 21st day of October, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

1567 N Eastman Rd, Ste 2, Kingsport, TN 37664

To Whom It May Concern:

AccuForce HR Solutions is pleased to express our interest in extending our agreement with Kingsport City Schools through the 2026 calendar year, in regards to the hiring and placement of temporary and contingent workers.

We would like to continue providing staffing services at the previously agreed-upon and contracted rates:

- A 26% markup for workers recruited directly by AccuForce
- A 22.75% markup for workers referred by KCS.

We greatly value our working relationship with the Kingsport City Schools and look forward to another successful year of collaboration. Should you have any questions or require further information, please don't hesitate to contact us at (423) 247-1835.

Sincerely,

Kim Muncy
Director of Business Development
AccuForce
kimm@accuforce.com

AMENDMENT NUMBER ONE TO
AGREEMENT FOR SERVICES
BETWEEN
ACCUFORCE HR SOLUTIONS LLC
AND CITY OF KINGSPORT

The terms of the Agreement for Services entered into by and between ACCUFORCE HR SOLUTIONS LLC (hereinafter Company) and CITY OF KINGSPORT (hereinafter City) are hereby amended as set forth herein.

ARTICLE V PERIOD OF PERFORMANCE

5.1. The Scope of Services to be performed by Company shall be fully and finally completed by December 31, 2026. Final completion is the completion of all Services and all contract requirements by Company.

Except as hereby amended, all other terms and conditions of the Agreement for Services effective February 22, 2023 shall remain in full force and effect.

By our signatures we have read the above terms of this Amendment and agree with the terms.

ACCUFORCE HR SOLUTIONS, LLC

_____

Authorized Representative

CITY OF KINGSPORT, TENNESSEE

_____

Paul W. Montgomery, Mayor

ATTEST:

_____

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

_____

Rodney B. Rowlett, III, City Attorney

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order to Playworld for Playground Equipment to be Installed at Jackson Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-282-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Staff
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved this resolution authorizes the purchase of playground equipment for Jackson Elementary School from Playworld Preferred Inc. utilizing Sourcewell Cooperative Purchasing Agreement #010521-LTS-8 in the amount of $60,779.63.

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.

Funding is identified in the School General Purpose Fund.

The Board of Education approved this purchase on October 14, 2025.

Attachments:
1. Resolution
2. Quote
3. Design
4. Sourcewell Contract
5. Sourcewell Contract Extension

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PLAYWORLD PREFERRED FOR PLAYGROUND EQUIPMENT TO BE INSTALLED AT JACKSON ELEMENTARY SCHOOL UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 010521-LTS-8

WHEREAS, staff recommend utilizing Sourcewell Cooperative Purchasing Agreement No. 010521-LTS-8 for the Jackson Elementary School playground project; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase goods, services, and equipment directly from holders of contracts with the cooperative as authorized by Tenn. Code Ann. §12-3-1205; and

WHEREAS, a purchase order needs to be issued to Playworld Preferred, Inc., for Quote PWCQ25708 in the amount of $60,779.63; and

WHEREAS, funding for this purchase will be from Schools General Purpose funds; and

WHEREAS, this purchase was approved by the Board of Education on October 14, 2025.

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 for Playworld Preferred Quote PWCQ25708 for playground equipment to be installed at Jackson Elementary School utilizing Sourcewell Cooperative Purchasing Agreement No. 010521-LTS-8 for a total purchase cost of $60,779.63 and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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 21st day of October, 2025.

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, City Attorney

PLAYWORLD PREFERRED The world needs play.

P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
9/30/2025	PWCQ25708

Quote valid for 30 days.

Bill To:

City of Kingsport
David Sewell
1000 Poplar Street
Kingsport, TN 37660

P: 4233665252

dsewell@k12k.com

Site/End User:

Andrew Jackson Elementary
David Sewell
600 Jackson Street
Kingsport, TN 37660

P: 423-366-5252

dsewell@k12k.com

Ship To:

Andrew Jackson Elementary
David Sewell
600 Jackson Street
Kingsport, TN 37660

P: 423-366-5252

dsewell@k12k.com

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
1	NJPA	Quoted using NJPA/ Sourcewell City of Kingsport 29779 Playworld Systems -Play Power Inc. Contract Number 010521-LTS-8	$0.00	$0.00
1	350-2266B	350-2266B *Sale price valid 6/23/25 through 10/31/2025	$38,035.00	$38,035.00
1	ZZXX0151	SPINAMI	$7,195.00	$7,195.00
		SubTotal		$45,230.00
1	Install-EQ	Installation of Equipment **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.	$15,600.00	$15,600.00
1	QWDISCPW	Discount on Playworld products	-$719.50	-$719.50
		Does not include surface -		

Qty	Item #	Description	Unit Price	Ext. Price

SubTotal	$60,110.50
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$669.13
Total	**$60,779.63**

We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HERE OF.
PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:

Payment Address
Playworld Preferred, Inc.
P.O. Box 737808
Dallas, TX 75373-7808

Overnight Payment Address
J.P. Morgan Chase TX1-0029
Attn: Playworld Preferred, Inc. & 737808
14800 Frye Road
2nd Floor
Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Andrew Jackson Elementary School

Item XII3.

25-404

Tennessee

Beth Ramer

Design shown is conceptual, including colors. Final products may differ.

PLAYWORLD
PREFERRED

PLAYWORLD
PREFERRED

MATERIALS

I approve the material colors listed below.

_____

Client signature

COMPONENT

Lime

ROTOMOLD

Cobalt

Tropical Yellow

ROPE

Black

POST

Light Gray

SHEET

Cobalt

PLASTISOL COATING (DECK)

Brown

Andrew Jackson Elementary School

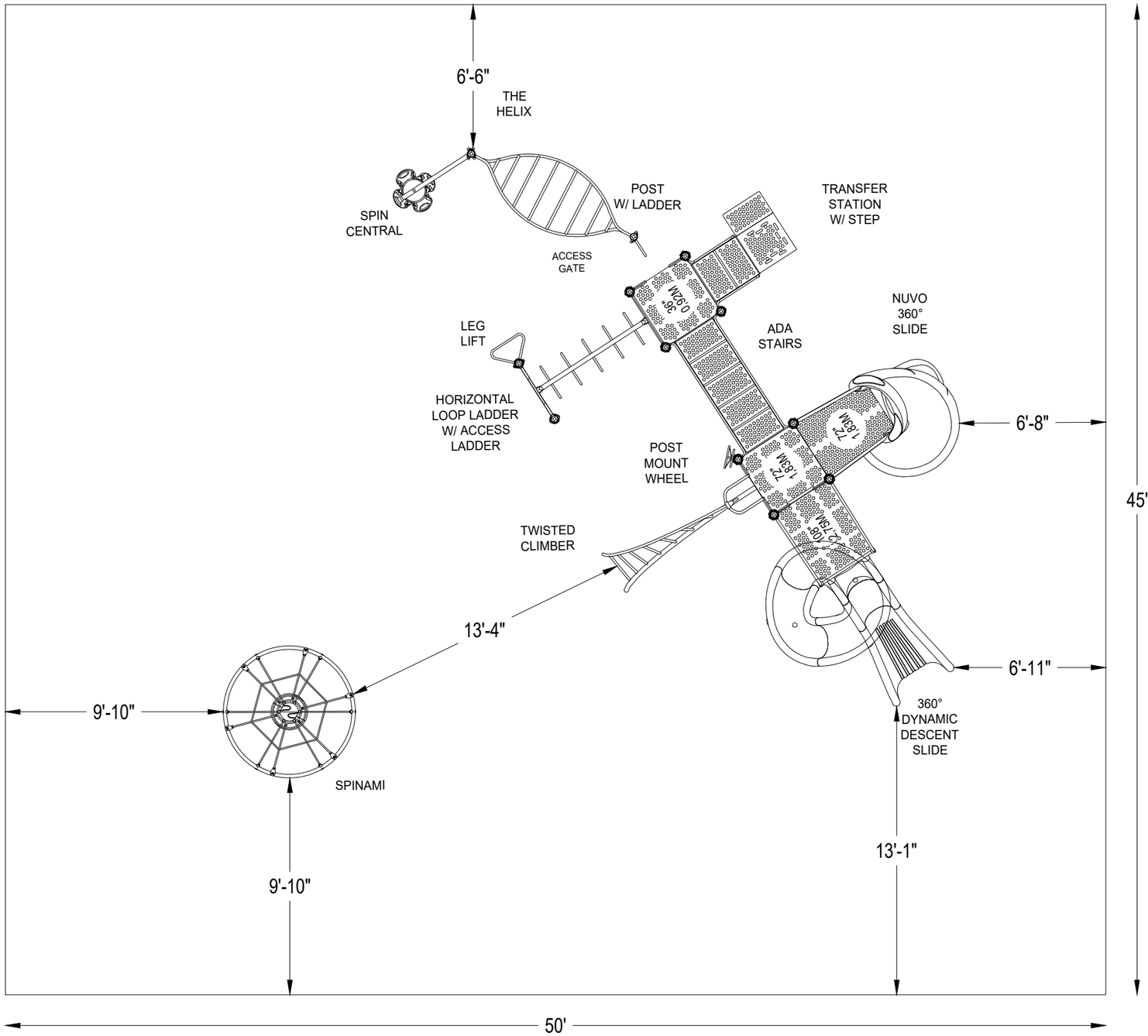
Item XII3.

25-404

Tennessee

Beth Ramer

Design shown is conceptual, including colors. Final products may differ.



*PLAYGROUND SUPERVISION REQUIRED

Item XII3.

PLAYWORLD

PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
33'6" x 28'8"

USE ZONE:
50' x 45'

AREA:
2,250 sq ft

PERIMETER:
190'

FALL HEIGHT:
9'

USER CAPACITY:
36

AGE GROUP:
5-12

ADA SCHEDULE

	Total Elevated Play Activities: 5		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	4	4	4

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:
25-404

SCALE:
3/16"=1'-0"

DRAWN BY:
Christina Zich

Paper Size
B

DATE:
10-3-2025

Andrew Jackson Elementary School

Tennessee

Andrew Jackson Elementary School

Design Number: 25-404 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	Posts		
1	ZZCH0018	3.5in OD x 124in STEEL POST W/RIVETED CAP	2
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
3	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	1
4	ZZCH0048	3.5in OD x 160in STEEL POST W/ RIVETED CAP	2
5	ZZCH0076	3.5in OD x 200in STEEL POST W/RIVETED CAP	2
6	ZZCH0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
	Decks & Kick Plates		
7	ZZCH0616	SQUARE COATED DECK ASSEMBLY	2
	ADA Items		
8	ZZCH2007	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	1
	Slides		
9	ZZCH3425	DYNAMIC DESCENT SLIDE - LARGE BALCONY ENTRANCE & EXIT	1
10	ZZCH3537	SLIDE- NUVO 360 SPIRAL SLIDE	1
	Barriers		
11	ZZCH4288	ACCESS GATE	1
	Activity Panels		
12	ZZCH4290	POST MOUNTED STEERING WHEEL	1
	Overhead Events		
13	ZZCH5770	LEG LIFT	1
14	ZZCH5780	6ft HORIZONTAL LOOP LADDER	1
15	ZZCH5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
	Climbers		
16	ZZCH6210	36 in DECK TO DECK CLIMBER	1
	GroundZer0 Balance		
17	ZZCH6798	SPIN CENTRAL (CH)	1
	Climbers		
18	ZZCH7160	6ft TWISTED CLIMBER	1
	Ground Zer0 Climbers		
19	ZZCH8398	THE HELIX	1
	Stairs and Ladders		
20	ZZCH9177	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
	ADA Items		
21	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
	Slides		
22	ZZUN3401	DYNAMIC DESCENT SLIDE - STRAIGHT SECTION	1
23	ZZUN3404	DYNAMIC DESCENT SLIDE - 120 RIGHT TURN SECTION	3
24	ZZUN3411	DYNAMIC DESCENT SUPPORT LEG - 2ft - 6in	1
25	ZZUN3414	DYNAMIC DESCENT SUPPORT LEG - 5ft - 6in	1

Andrew Jackson Elementary School

Design Number: 25-404 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0018	2	3.5in OD x 124in STEEL POST W/RIVETED CAP	Certified	77.82		108	0	2.00	0.25	0
2	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04		234	0	4.00	0.50	0
3	ZZCH0038GZ	1	3.5in OD x 148in GROUND ZERO POST	Certified	47.01		63	0	1.00	0.18	0
4	ZZCH0048	2	3.5in OD x 160in STEEL POST W/ RIVETED CAP	Certified	100.42		136	0	2.00	0.25	0
5	ZZCH0076	2	3.5in OD x 200in STEEL POST W/RIVETED CAP	Certified	122.02		168	0	2.00	0.25	0
6	ZZCH0297	1	POST W/ LADDER CLIMBER (36in OR 48in DECK)	Certified	52.81		74	1	0.50	0.18	1
7	ZZCH0616	2	SQUARE COATED DECK ASSEMBLY	Certified	109.72		348	6	2.00	0.00	0
8	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	Certified	144.90		310	2	2.00	0.09	0
9	ZZCH3425	1	DYNAMIC DESCENT SLIDE - LARGE BALCONY ENTRANCE & EXIT	Certified	250.00		775	2	3.50	0.03	1
10	ZZCH3537	1	SLIDE- NUVO 360 SPIRAL SLIDE	Certified	470.70		1,417	2	6.00	0.15	1
11	ZZCH4288	1	ACCESS GATE	Certified	17.34		65	0	0.50	0.00	0
12	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83		44	1	0.25	0.00	1
13	ZZCH5770	1	LEG LIFT	Certified	6.76		30	1	0.50	0.00	1
14	ZZCH5780	1	6ft HORIZONTAL LOOP LADDER	Certified	55.72		124	4	1.00	0.00	1
15	ZZCH5970	1	OVERHEAD EVENT ACCESS LADDER (36in DECK)	Certified	25.12		71	1	1.50	0.06	0
16	ZZCH6210	1	36 in DECK TO DECK CLIMBER	Certified	75.84		153	1	1.00	0.00	1
17	ZZCH6798	1	SPIN CENTRAL (CH)	Certified	54.76		324	1	0.50	0.00	1
18	ZZCH7160	1	6ft TWISTED CLIMBER	Certified	117.65		241	2	2.00	0.60	1
19	ZZCH8398	1	THE HELIX	Certified	81.78		190	2	0.75	0.00	1
20	ZZCH9177	1	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	217.24		550	2	1.50	0.00	0
21	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83		72	1	1.00	0.04	0

Andrew Jackson Elementary School

Design Number: 25-404 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
22	ZZUN3401	1	DYNAMIC DESCENT SLIDE - STRAIGHT SECTION	Certified	20.80			40	0	0.50	0.00	0
23	ZZUN3404	3	DYNAMIC DESCENT SLIDE - 120 RIGHT TURN SECTION	N/A	126.90			228	0	1.50	0.00	0
24	ZZUN3411	1	DYNAMIC DESCENT SUPPORT LEG - 2ft - 6in	Certified	15.00			45	0	1.50	0.03	0
25	ZZUN3414	1	DYNAMIC DESCENT SUPPORT LEG - 5ft - 6in	Certified	23.70			45	0	1.50	0.03	0
26	ZZXX0151	1	SPINAMI	Certified	342.66			1,908	7	6.00	0.33	1
				Totals:	**2,774.37**	**373**	**790**	**7,760**	**36**	**46.50**	**2.97**	**11**
					0 Kg	**0 Kg**	**0 Kg**	**0 Metric Tons**			**0 m3**	

Andrew Jackson Elementary School

Design Number: 25-404 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events

ASTM F1487

The lay-out for this custom playscape, design number 25-404, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.

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Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

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15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to 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 also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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

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

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

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

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

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

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22. CANCELLATION

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

Sourcewell	PlayPower, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: W. Todd Brinker B286C633F68749C...
By: _____	By: _____
Jeremy Schwartz	W. Todd Brinker
Title: Director of Operations & Procurement/CPO	Title: Senior Vice President Global Sales & Marketing Outdoor Play
Date: 2/15/2021 | 10:36 PM CST	Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.	*
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed $100M over the term of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.	*
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectrual Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 2019 2020 CMAS $429,901.58 - - COA - $205,565.74 $55,895.35 COSTARS $102,812.68 $376,404.54 $351,116.88 DE USAGE $5,690.00 $17,322.82 $10,690.00 NJ STATE $295,687.34 $442,753.06 $239,850.35 PREP - $237,565.00 $561,812.00 SOURCEWEL $38,840,671.82 $29,092,389.51 $26,043,818.71 HGAC $1,192,953 $236,858 $87,436 NASPO $2,256,692 $946,192 $288,288 KPN $212,068 $15,496 $2,703	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2019 2018 2017 GS-03F-072GA Miracle Recreation $14,061 $94,426 $157,563 GS-03F-055AA Little Tikes Commercial $41,812 $12,788 $74,698 GS-03F-0071T Playworld $8,680 $78,008 $84,356 GS-03F-0001U USA Shade $75,248 $183,919 $246,227	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)	*
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301	*
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	$580,000	$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	$25,000	$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	$16,666	$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	$15,833	$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	$2,200,000	#2,300,000	*

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 *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns •Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshows. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.	*
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual	*

look and feel of real rocks, trees and stumps. This product is unlike any other.
• Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
• EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
• EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
• NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
• PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:
PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM FI487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.
• PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
• PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower’s steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower’s playground equipment is produced from at least 50% recyclable materials.
		• PlayPower meets ISO 9001, ISO 14001Standards
		• Other environmental initiatives:
		  • All packing and shipping materials are 100% recyclable.
		  • Recycling 95%+ of our waste.
		  • Many of our raw materials contain 25% to 100% recycled content.
		  • Reduced energy usage through conservation and lean manufacturing implementation.
		  • Audits material content and operations for safety and environmental concerns
			*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: Happy Playgrounds WBE AR, OK Imagine Nation WBE IL Jefcoat Recreation WBE MS Metro Recreation VOSB MD, WV Miracle of KY & TN WBE KY, TN Playworx VOSB FL, GA Recreation Plus DBE, SBE, WMBE CO, WY Site Specifics WBE MA Hahn Enterprises WMBE LA, AR MTS Recreation WBE VA Pelican Playground WMBE LA, MS Hasley Recreation WBE Al, GA Miller Recreation VOSB C. FL	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $35,000 so the real benefits of P-card would not be recognized.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. $500,000 - $999,999 1% rebate 2. $1,000,000 - $1,499,99 2% rebate 3. $1,500,000+ 3% rebate	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

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

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

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	(•) Yes ( ) No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

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

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

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

DocuSign Envelope ID: B2032579-9E24-4B50-BB1E-851252C5A9CD

CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.

DocuSigned by:
By: W. Todd Brinker
B286C633F68749C...

W. Todd Brinker

Title:

Date: 9/25/2023 | 4:14 PM CDT

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Approving a Memorandum of Understanding with the U.S. Secret Service for the Kingsport Police Department to Designate a Sworn Task Force Officer.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-283-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Commander Chris Tincher
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the resolution.

Executive Summary:
The accompanying resolution approves a memorandum of understanding with the U.S. Secret Services to designate a detective as a sworn task force officer with the secret service.

The Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the U.S. Secret Service. This M.O.U. will allow the Kingsport Police Department to designate a current detective to serve as a sworn Task Force Officer (TFO) with the U.S. Secret Service. This partnership will enable the Kingsport Police Department to access a variety of resources provided by the U.S. Secret Service, including reimbursement for overtime expenses, electronic forensic examination equipment, training, and access to investigative resources within U.S. Secret Service systems.

There is no cost to the Kingsport Police Department to enter the Memorandum of Understanding.

Attachments:
1. Resolution
2. Memorandum of Understating with the U.S. Secret Service

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE KINGSPORT POLICE DEPARTMENT TO DESIGNATE A SWORN TASK FORCE OFFICER WITH THE SECRET SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the U.S. Secret Service, which will allow the Kingsport Police Department to designate a current detective to serve as a sworn Task Force Officer (TFO) with the U.S. Secret Service; and

WHEREAS, this partnership will enable the Kingsport Police Department to access a variety of resources provided by the U.S. Secret Service, including reimbursement for overtime expenses, electronic forensic examination equipment, training, and access to investigative resources within U.S. Secret Service systems.

WHEREAS, there is no cost to the Kingsport Police Department to enter the Memorandum of Understanding; and

Now therefore,

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

SECTION I. That the MOU with the U.S. Secret Service is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the M.O.U with the U.S. Secret Service, to deliver the M.O.U. and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE KINGSPORT POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE

The City of Kingsport for its Kingsport Police Department (Kingsport Police Department) and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Kingsport Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is also established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(l)(l)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Kingsport Police Department and the Secret Service for:

(a) Information handling procedures
(b) Reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. §9705
(c) Deputation of law enforcement officers as Secret Service Task Force Officers (TFOs)
(d) Access to Secret Service systems and/or unescorted access to Secret Service facilities

III. DEFINITIONS

(i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.

(ii) Digital Evidence Forensic Labs (DEFLs) are access controlled spaces within Secret Service field offices, where Secret Service Digital Forensics (DF) and partner examiners conduct forensic examinations and acquisitions of digital devices to be used for evidentiary purposes.

(iii) Task Force Members (TFMs), both law enforcement and non-law enforcement personnel, are assigned to Secret Service CFTFs and/or DEFLs. TFMs participate in Secret Service CFTF investigative and outreach activities.

(iv) Task Force Officers (TFOs) are law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs. TFOs are certified law enforcement officers deputized by the United States Marshals Service (USMS) who are authorized to carry a firearm, have Secret Service issued Federal law enforcement credentials, and are authorized to perform federal law enforcement functions only as outlined in 18 United States Code (U.S.C.) § 3056, Powers, authorities, and duties of United States Secret Service. TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force policies.

(v) Task Force Participants (TFP) are representatives of academia who participate in joint projects (e.g., research and development) with Secret Service CFTFs, or private sector companies who participate in information sharing (e.g., tactics, techniques, and procedures, and other cybersecurity communications) with Secret Service CFTFs.

(vi) Forensic Partners are law enforcement agency TFMs or TFOs who are either trained and equipped by the National Computer Forensics Institute (NCFI) or equivalent. Forensic Partners are assigned to Secret Service to DEFLs and use Secret Service tools and resources.

(vii) Federal Investigative Standards (FIS) established requirements for conducting background investigations to determine eligibility for logical and physical access, suitability for U.S. Government employment, fitness to perform work for, or on behalf of, the U.S. Government as a contract employee, and eligibility for access to classified information or to hold a sensitive position. FIS are governed by the U.S. Office of Personnel Management, Federal Investigative Services, and adjudicated by the Secret Service, Office of Security, Chief Security Officer. Further reference can be found on https://www.dhs.gov, sites/default/files/publications/personnel security contractor fitness fact sheet new.pdf.

IV. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

(a) Information Handling Procedures

(i) Information will be provided by the Secret Service to Kingsport Police Department in a manner consistent with the Privacy Act (5 U.S.C. § 552a) and applicable regulations and policies. Personally Identifiable Information (PII) contained in records covered by a system of records should be handled in accordance with published Privacy Act routine uses. Information in the Criminal Investigative Information System of Records is authorized, amongst other routine uses, for disclosure to:

- Personnel assigned to Federal, SLTT, international or foreign law enforcement agencies for the purpose of developing a criminal or civil investigation.

- Employees and officials of financial and commercial business firms, and private individuals, where such disclosure is considered reasonably necessary for the purpose of furthering Secret Service efforts to investigate the activities of and apprehend criminal offenders and suspected

criminal offenders.

(ii) Information provided by Kingsport Police Department to the Secret Service may become a federal record subject to the Privacy Act and the Freedom of Information Act.

(b) Reimbursement of Overtime and Other Expenses

(i) The Kingsport Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Kingsport Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.

(ii) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

(iii) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Field Operations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).

(iv) During the period of assignment to the Secret Service CFTF, the Kingsport Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them.Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.

(v) The Kingsport Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.

(vi) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Kingsport Police Department could change at any time.

(vii) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand ($15,000.00) dollars during the fiscal year.

(viii) This document does not obligate funds. Funding authority will be provided through other documents.

(ix) The Kingsport Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where Kingsport Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

(c) Special Deputy Status (TFO)

SLTT law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs may be eligible to receive a Special Deputy status. The Special Deputy status is sponsored by the Secret Service and granted by the USMS to authorize TFOs to carry a firearm, have Secret Service issued Federal law enforcement credentials, and to perform federal law enforcement functions on behalf of the Secret Service and only as outlined in 18 U.S.C. § 3056.

TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force and other applicable policies.

To receive Special Deputy status as a Secret Service CFTF TFO, Kingsport Police Department Aaron Crawford must:

(i) Be employed by a law enforcement agency with full-time statutory law enforcement responsibility with general arrest authority (this includes civilian security officers employed on military installations and assigned the responsibility to enforce federal law).

(ii) Be United States citizen.

(iii) Possess at least one year of law enforcement experience with Kingsport Police Department and must have successfully completed a basic law enforcement training program.

(iv) Not have been "convicted in any court of a misdemeanor crime of domestic violence," as

per 18 U.S.C. § 922(g)(9) (also known as the Lautenberg Amendment).
(v) Have successfully qualified with an authorized firearm on an approved course of fire within six months of date of application.
(vi) Be subject to Secret Service Use of Force policies.
(vii) Must have copy of a National Law Enforcement Telecommunications System (NLETS) message submitted by Kingsport Police Department to the Transportation Security Administration (TSA) on their behalf and receives an eight-character Unique Alphanumeric Identifier (UAI) from TSA to be able to travel armed on commercial airlines provided. Must also carry their USMS deputation forms and present them to TSA along with the UAI message.
(viii) Must sign Appendix A: Task Force Officer Acknowledgement
(d) Access to Secret Service Systems and/or Unescorted Access to Secret Service Facilities
(i) TFMs and TFOs can access Secret Service facilities unescorted, provided they first successfully attain FIS Tier 1 clearance authorized by the Secret Service Chief Security Officer.
(ii) TFMs and TFOs can access Secret Service systems, provided they first successfully attain FIS Tier 4 clearance authorized by the Secret Service Chief Security Officer.
(iii) TFMs and TFOs with access to Secret Service systems and/or unescorted access to Secret Service facilities are subject to applicable Secret Service policies.
(iv) TFMs and TFOs with access to Secret Service systems and/or unescorted access to Secret Service facilities must be listed in Appendix B: Task Force Members/Task Force Officers with Access to Systems and/or Facilities.
V. REVISIONS
The terms of this MOU may be amended upon the written approval of both the Kingsport Police Department and the and the Secret Service. Such amendment is effective upon the date of approval.
[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 M.O.U., 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 21st day of October, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSPORT POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE

The City of Kingsport for its Kingsport Police Department (Kingsport Police Department) and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Kingsport Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

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II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Kingsport Police Department and the Secret Service for:

(a) Information handling procedures

(b) Reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705

(c) Deputation of law enforcement officers as Secret Service Task Force Officers (TFOs)

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MEMORANDUM OF UNDERSTANDING

III. DEFINITIONS

(i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.

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(vii) Federal Investigative Standards (FIS) established requirements for conducting background investigations to determine eligibility for logical and physical access, suitability for U.S. Government employment, fitness to perform work for, or on behalf of, the U.S. Government as a contract employee, and eligibility for access to classified information or to hold a sensitive position. FIS are governed by the U.S. Office of Personnel Management, Federal Investigative Services, and adjudicated by the Secret Service, Office of Security, Chief Security Officer. Further reference can be found on https://www.dhs.gov/sites/default/files/publications/personnel_security_contractor_fitness_fact_sheet_new.pdf.

MEMORANDUM OF UNDERSTANDING

IV. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

(a) Information Handling Procedures

(i) Information will be provided by the Secret Service to Kingsport Police Department in a manner consistent with the Privacy Act (5 U.S.C. § 552a) and applicable regulations and policies. Personally Identifiable Information (PII) contained in records covered by a system of records should be handled in accordance with published Privacy Act routine uses. Information in the Criminal Investigative Information System of Records is authorized, amongst other routine uses, for disclosure to:

- Personnel assigned to Federal, SLTT, international or foreign law enforcement agencies for the purpose of developing a criminal or civil investigation.
- Employees and officials of financial and commercial business firms, and private individuals, where such disclosure is considered reasonably necessary for the purpose of furthering Secret Service efforts to investigate the activities of and apprehend criminal offenders and suspected criminal offenders.

(ii) Information provided by Kingsport Police Department to the Secret Service may become a federal record subject to the Privacy Act and the Freedom of Information Act.

(b) Reimbursement of Overtime and Other Expenses

(i) The Kingsport Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Kingsport Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.

(ii) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

(iii) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Field Operations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).

(iv) During the period of assignment to the Secret Service CFTF, the Kingsport Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them.

Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.

(v) The Kingsport Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.

(vi) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Kingsport Police Department could change at any time.

(vii) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand ($15,000.00) dollars during the fiscal year.

(viii) This document does not obligate funds. Funding authority will be provided through other documents.

(ix) The Kingsport Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where Kingsport Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

(c) Special Deputy Status (TFO)

SLTT law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs may be eligible to receive a Special Deputy status. The Special Deputy status is sponsored by the Secret Service and granted by the USMS to authorize TFOs to carry a firearm, have Secret Service issued Federal law enforcement credentials, and to perform federal law enforcement functions on behalf of the Secret Service and only as outlined in 18 U.S.C. § 3056.

TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force and other applicable policies.

MEMORANDUM OF UNDERSTANDING

To receive Special Deputy status as a Secret Service CFTF TFO, Kingsport Police Department Aaron Crawford must:

(i) Be employed by a law enforcement agency with full-time statutory law enforcement responsibility with general arrest authority (this includes civilian security officers employed on military installations and assigned the responsibility to enforce federal law).

(ii) Be United States citizen.

(iii) Possess at least one year of law enforcement experience with Kingsport Police Department and must have successfully completed a basic law enforcement training program.

(iv) Not have been "convicted in any court of a misdemeanor crime of domestic violence," as per 18 U.S.C. § 922(g)(9) (also known as the Lautenberg Amendment).

(v) Have successfully qualified with an authorized firearm on an approved course of fire within six months of date of application.

(vi) Be subject to Secret Service Use of Force policies.

(vii) Must have copy of a National Law Enforcement Telecommunications System (NLETS) message submitted by Kingsport Police Department to the Transportation Security Administration (TSA) on their behalf and receives an eight-character Unique Alphanumeric Identifier (UAI) from TSA to be able to travel armed on commercial airlines provided. Must also carry their USMS deputation forms and present them to TSA along with the UAI message.

(viii) Must sign Appendix A: Task Force Officer Acknowledgement

(d) Access to Secret Service Systems and/or Unescorted Access to Secret Service Facilities

(i) TFMs and TFOs can access Secret Service facilities unescorted, provided they first successfully attain FIS Tier 1 clearance authorized by the Secret Service Chief Security Officer.

(ii) TFMs and TFOs can access Secret Service systems, provided they first successfully attain FIS Tier 4 clearance authorized by the Secret Service Chief Security Officer.

(iii) TFMs and TFOs with access to Secret Service systems and/or unescorted access to Secret Service facilities are subject to applicable Secret Service policies.

(iv) TFMs and TFOs with access to Secret Service systems and/or unescorted access to Secret Service facilities must be listed in Appendix B: Task Force Members/Task Force Officers with Access to Systems and/or Facilities.

MEMORANDUM OF UNDERSTANDING

V. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Kingsport Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U. S. Secret Service
(Knoxville Resident Office)

RAIC Katherine Pierce

Date

City of Kingsport for its Kingsport Police Department

Paul W. Montgomery, Mayor

Jason Bellamy, Chief of Police

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of File Storage Systems from Patterson Pope, Inc. as Part of the Justice Center Addition 2nd Floor Circuit Clerk and Chancery Clerk Offices

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-285-2025	Final Adoption:	October 21, 2025
Work Session:	October 20, 2025	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved the city will issue a purchase order to Patterson Pope, Inc. for file storage systems at the Justice Center (2nd floor Circuit Clerk and Chancery Clerk offices) in the amount of $98,727.30.

The Justice Center Addition and Renovation Project is designed to improve security and safety while increasing the footprint for the present as well as for the future. Patterson Pope, Inc. is a trusted resource for the unique requirements for this project to include delivery and installation of mobile high-density file storage systems for the Circuit Clerk and Chancery Clerk office areas of the 2nd floor of the Justice Center).

Patterson Pope, Inc. will provide and install new Spacesaver file storage systems using the Source Well Cooperative Agreement #110923-SPC as referenced in their proposal dated October 9, 2025, and quote #Q-75604-1 in the amount of $98,727.30.

As a member of the National Joint Powers Alliance, the City of Kingsport can take advantage of nationally leveraged competitively solicited purchasing contracts as allowed by TCA 12-3-1205, Cooperative Purchasing Agreements.

Funding is available in GP2402.

Attachments:
1. Resolution
2. Proposal

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PATTERSON POPE, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 110923-SPC FOR FILE STORAGE SYSTEMS AS PART OF THE JUSTICE CENTER RENOVATION PROJECT

WHEREAS, staff recommends the purchase of a file storage system to be installed in the Justice Center 2nd floor addition utilizing Sourcewell Cooperative Purchasing Agreement # 110923-SPC for use by Sullivan county clerks' offices; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; 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 Patterson Pope, Inc.**,** in the amount of $98,727.30; and

WHEREAS, funding for this equipment is available in project account # GP2402.

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 Patterson Pope, Inc. for file storage systems utilizing Sourcewell Cooperative Purchasing Agreement # 110923-SPC in the amount of $98,727.30.

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 21st day of October, 2025.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

STUFF MADE **SIMPLE.**

PROPOSAL

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ABOUT PATTERSON POPE

Who We Are
(Our Essence)

We keep things simple. We tell the truth, we keep our word, we do the right thing - because it's simpler that way. People like us, trust us and buy from us because we are free from guile. We work hard, we have fun, we go home to our families. **We keep things simple.**

What We Do
(Our Mission)

We take the complicated and make it simple. Your records, your stuff, your space – all simplified. If it's in your organization and you can touch it, **we help you store it, track it and retrieve it** using less space and time than you ever thought possible.

Where We Are
(Our Footprint)

Alabama
Birmingham

Florida
Boca Raton
Clearwater
Jacksonville
Miami
Orlando
Santa Rosa Beach
Tampa

Georgia
Atlanta

Kentucky
Louisville

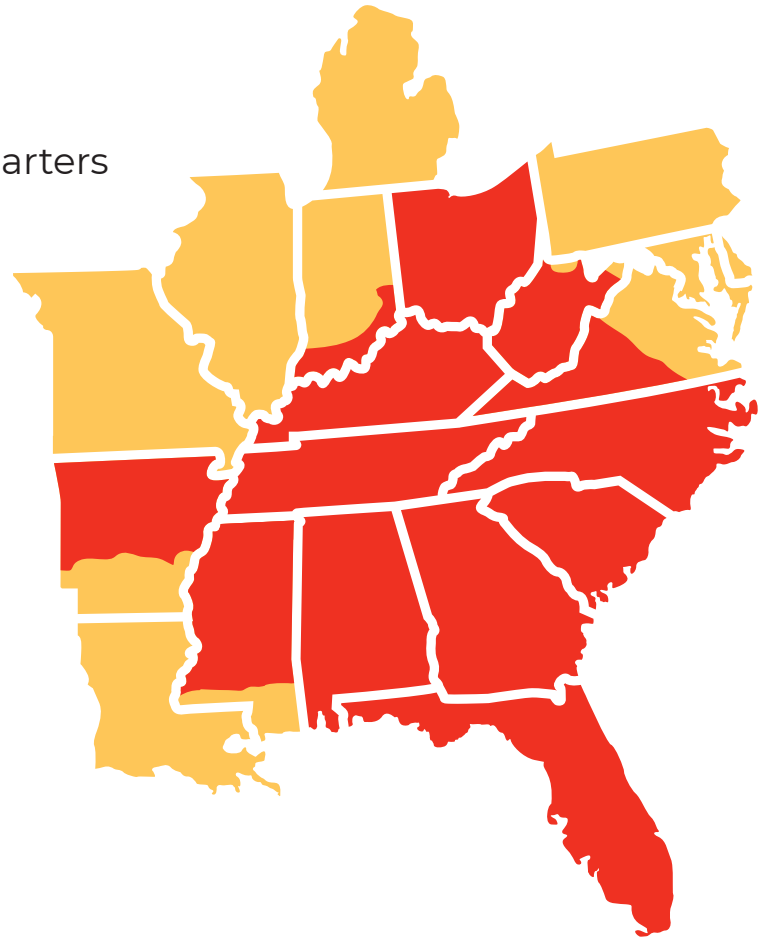
North Carolina
Charlotte / Headquarters
Greensboro
Raleigh

Ohio
Cincinnati
Cleveland
Columbus

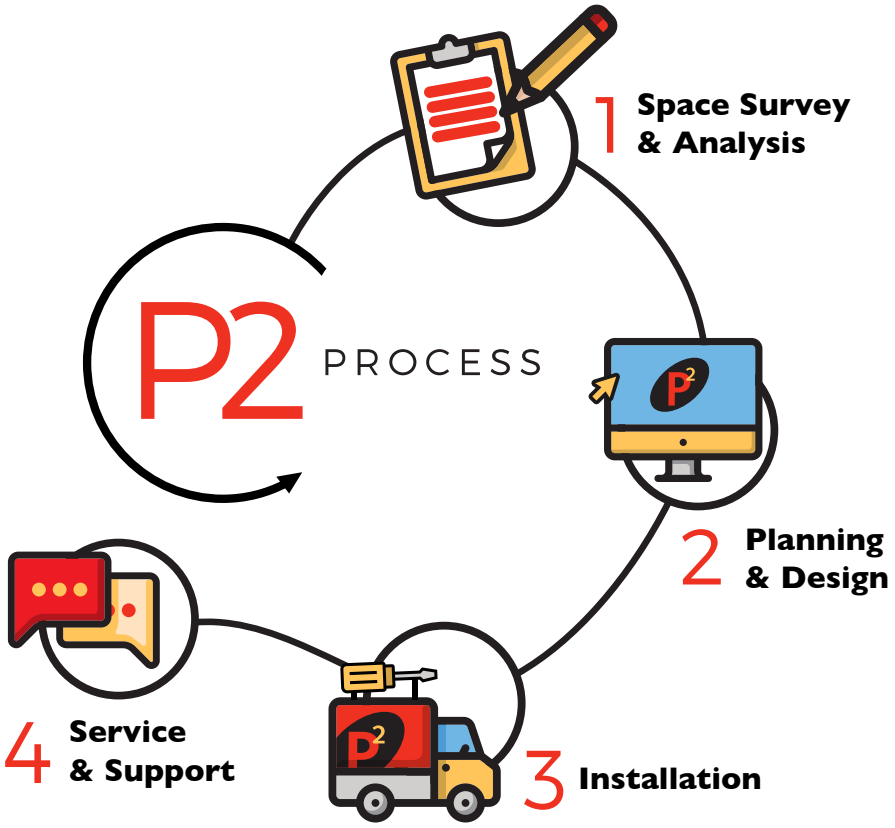
South Carolina
Charleston

Tennessee
Knoxville
Memphis
Nashville

Virginia
Roanoke



How We Do It
(Our Process)



Space Survey & Analysis

We visit your space, take measurements, and talk through your workflow. From bottlenecks to space limits, we gather the info needed to understand the challenge and shape the solution.

Planning & Design

Our trained and certified designers create detailed layouts that meet your specs and codes. We consider capacity, compliance, and flow, all tailored to your space, goals, and timeline.

Installation

Certified installers and project managers handle everything: scheduling, delivery,, assembly, and cleanup. We adapt to your timeline, minimize disruption, and make sure every detail is right.

Service & Support

We train your team, offer maintenance plans, and respond quickly to service needs. From repairs to reconfiguration, we help keep your system running smoothly for years to come.

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Proposal

Quote #:	Q-75604-1
Drawing Ver:	349500 1B Sourcewell
Date:	10/09/2025
Expires On:	11/30/2026

Mailing Address:
PO BOX 790138
CHARLOTTE, NC 28206
See invoice for remit to address.

Install To
Dawn Melton
City of Kingsport
625 W. Industry Dr.
Kingsport, TN 37660
(423) 343-9792
dawnmelton@kingsporttn.gov

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Scott Bertini	sbertini@pattersonpope.com		Deposit/Progress Payments

Proposal Includes The Following:

* Spaceasver Mechanical Assist System - Room 201 - Box Storage (Estimated = 322)
* Spacesaver Mechanical Assist System - Room 201 - File Storage (6,342 LFI)
* Spacesaver Mechanical Assist System - Room 206 - File Storage (8,400 LFI) & Box Storage (Estimated = 119)
* Spacesaver 4 Post Shelving w/ Hinged Door - Room 206 - Office Supplies
* Laminated End Panels
* Floorless Rail System
* Wheelhouse Low Profile Carriages

* Includes All Freight, Inside Delivery and Installation By Patterson Pope

* Pricing Per Spacesaver Sourcewell Contract (110923-SPC)

* Standard Color Options Only
* Payment Terms: 40% Deposit / 30% Matieral Shipment / 30% Net 10 Days From Installation
* Estimated Lead Time 10-12 Weeks

Sub Total:	$98,727.30
Estimated Total Tax:	
Grand Total:	**$98,727.30**

Important Quote Notes
Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

ESTIMATED TARIFF: If your order includes items that has tariffs associated with purchase, we are including the estimated tariff (duty/tax) as of this proposal. If at time of entry into the US there is no additional tariff, you will not be charged.

If TAX EXEMPT - Please provide Tax Exemption Certificate along with Purchase Order or Signed Quote

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of $50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.

2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.

3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).

4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.

5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.

6. **Storage Fees:** As part of the Sales Agreement, Patterson Pope agrees to provide 30 days of storage at no cost. After 30 days storage fees will accrue and become billable to customers for any customer related delay or site related delay that results in a change in the installation date.

7. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*

8. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc. Date

CLIENT Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order #_____

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pattersonpope.com

Sourcewell
Awarded Contract
Contract # 110923-SPC

Spacesaver

INFO SHEET

SOURCEWELL

Spacesaver Corporation proudly partners with Sourcewell, a government agency serving the United States and Canada, to offer Sourcewell members a competitive bid contract. Sourcewell is a cooperative contract for state and local agencies, K-12, universities and colleges, nonprofits, and tribal government to purchase from awarded vendors. As a cooperative contract, Sourcewell is working for both buyers (members) and vendors.

Spacesaver is the innovator in storage solutions from high-density mobile and secure storage for government and public safety, to new ideas that can streamline library and museum operations and campus solutions. Join Sourcewell at no cost and access Spacesaver's competitively-priced storage solutions to start saving time, money, and resources today.

To learn more about Spacesaver or to find a local authorized dealer, visit **www.spacesaver.com**.

To learn more about Sourcewell or to become a member, visit **www.sourcewell-mn.gov**.

SPACESAVER'S SOURCEWELL CONTRACT INFORMATION

CONTRACT NUMBER: 110923-SPC

EFFECTIVE DATE: 12/21/2023 -12/29/2027

PRODUCTS: All Spacesaver Manufactured Products; excluding ActivRAC® Stainless Steel

SOURCEWELL MEMBERSHIP OPEN TO:

- State & Local Government Entities
- All Education: Private & Public
- Nonprofits (Tax Exempt Organization)
- Tribal Government
- Canadian Provinces
- Canadian Healthcare Entities

VALUE OF BEING A SOURCEWELL MEMBER

- The formal contracting process is satisfied on your behalf - proven process eliminates low-bid, low-quality results.
- No cost, obligation, or liability to be a member.
- A legal and easier purchasing process - ensuring best use of time and money.
- Contracts are requested, awarded, and regulated by a municipal agency and governed by a publicly elected board of directors.
- Sourcewell maintains all procurement documentation for you, a complete procurement file is posted on the website.
- Sourcewell is a government entity committed to helping its members succeed in fulfilling its own public service missions.
- The opportunity to purchase the very best products, equipment, and services through nationally solicited contacts.

Item XII5.

Spacesaver designs and manufactures storage solutions for U.S. and Canadian Sourcewell members in a variety of markets, including high-density mobile storage, secure storage for military applications, government and public-sector safety, and develops new ideas that can streamline education, libraries, museums, and nonprofit organization operations.

Spacesaver

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

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CIRCUIT CLERK FILES
201 (BOXES)

201
A

Front

24 3/4"
30"
42"
6'0"
9'11 1/4"
16"
32"
32"
48"
16"
12'3"

24x16
30x32
30x16
42x32
42x16
CB
3000

Item XII5.

212
A

patterson pope
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50 P² YEARS OF STUFF	Project Name: CIRCUIT & CHANCERY COURTS		Project #: 349500 1B	APPROVAL This drawing Approved By:
	Salesperson: BERTINI, SCOTT	Scale 1:25	Rev level:	Drawn by: E. ROHENA
				Date Printed: 10/08/2025
				Dated

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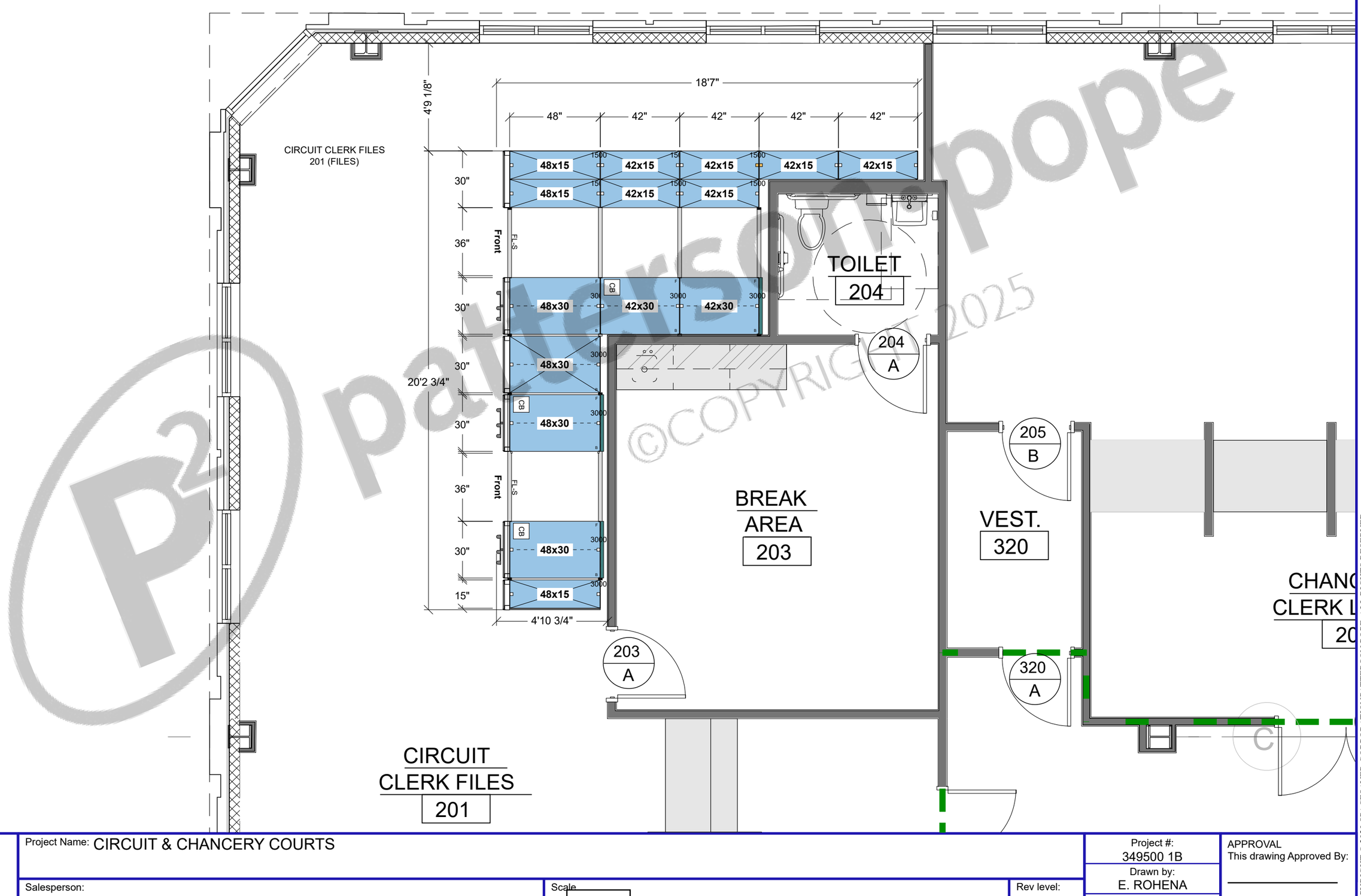

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50 YEARS OF STUFF

Project Name: CIRCUIT & CHANCERY COURTS			Project #: 349500 1B	APPROVAL This drawing Approved By:
Salesperson: BERTINI, SCOTT	Scale 1/4	Rev level:	Drawn by: E. ROHENA	Dated
			Date Printed: 10/08/2025	

Item XII5.

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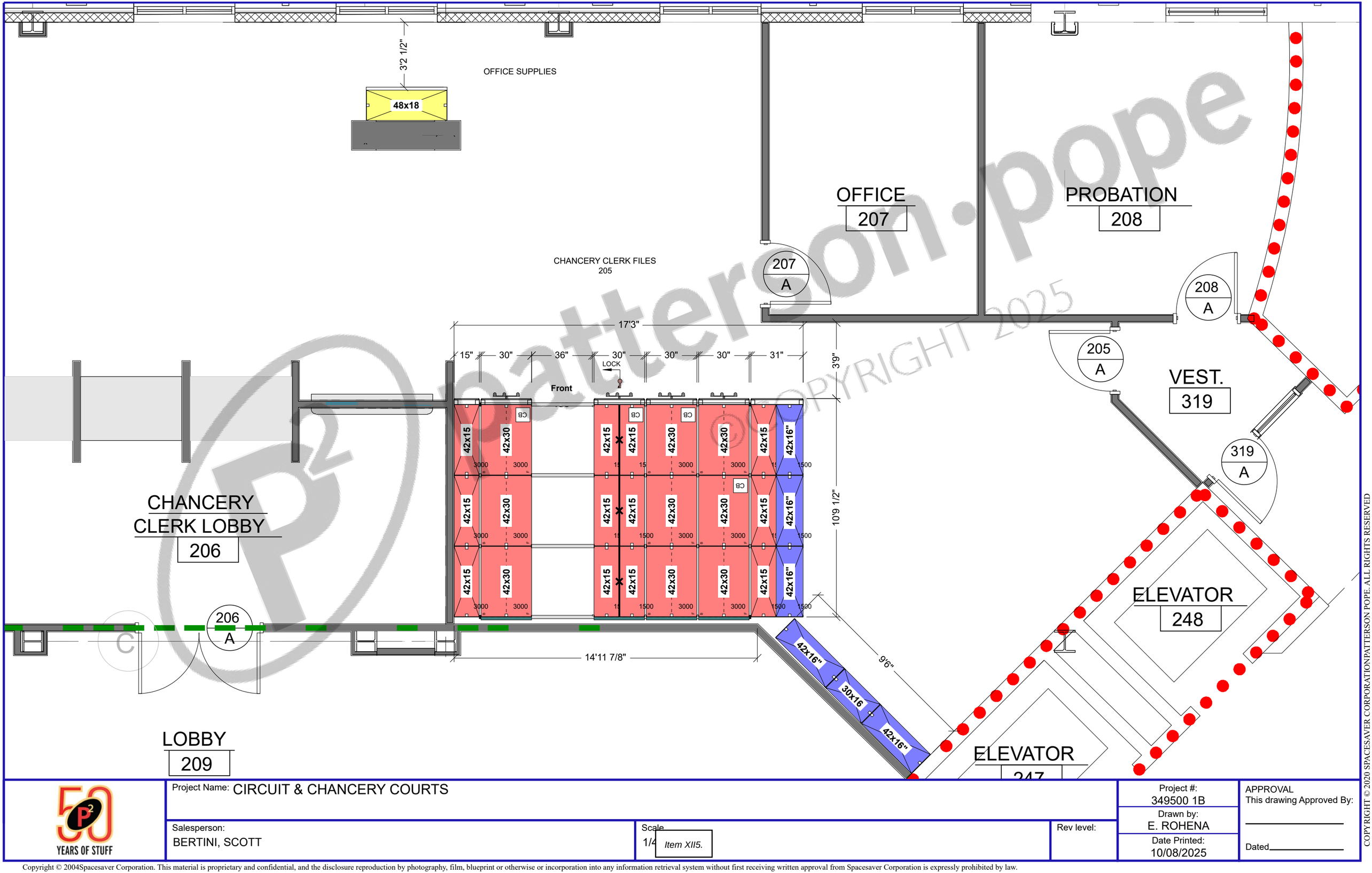

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50 P² YEARS OF STUFF	Project Name: CIRCUIT & CHANCERY COURTS		Project #: 349500 1B	APPROVAL This drawing Approved By:
	Salesperson: BERTINI, SCOTT	Scale 1/4 *Item XII5.*	Drawn by: E. ROHENA	Dated
		Rev level:	Date Printed: 10/08/2025	

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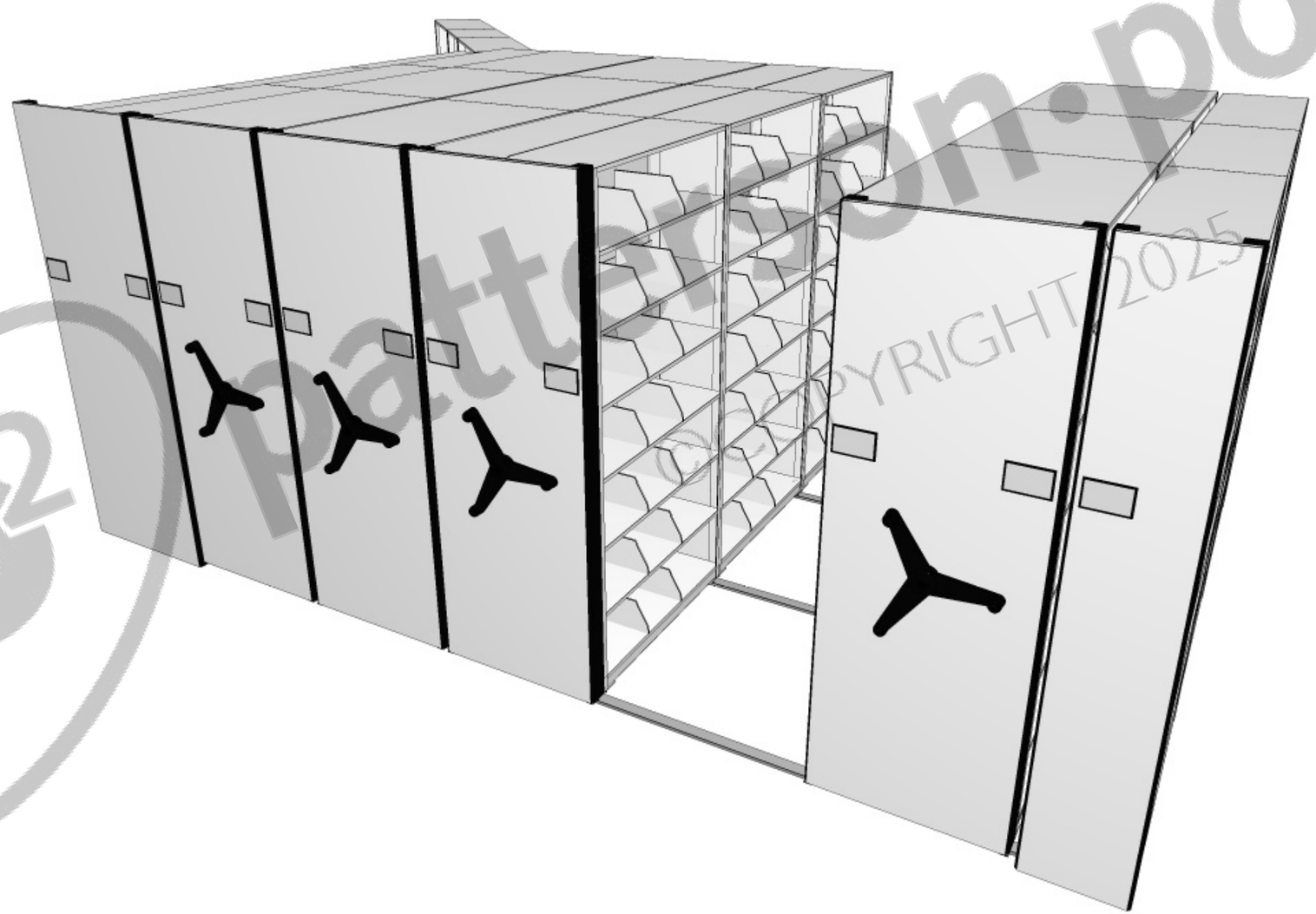

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CHANCERY CLERK FILES
205

50 YEARS OF STUFF

Project Name: CIRCUIT & CHANCERY COURTS

Salesperson: BERTINI, SCOTT

Scale: 1:2 *Item XII5.*

Rev level:

Project #: 349500 1B

Drawn by: E. ROHENA

Date Printed: 10/08/2025

APPROVAL
This drawing Approved By:

Dated

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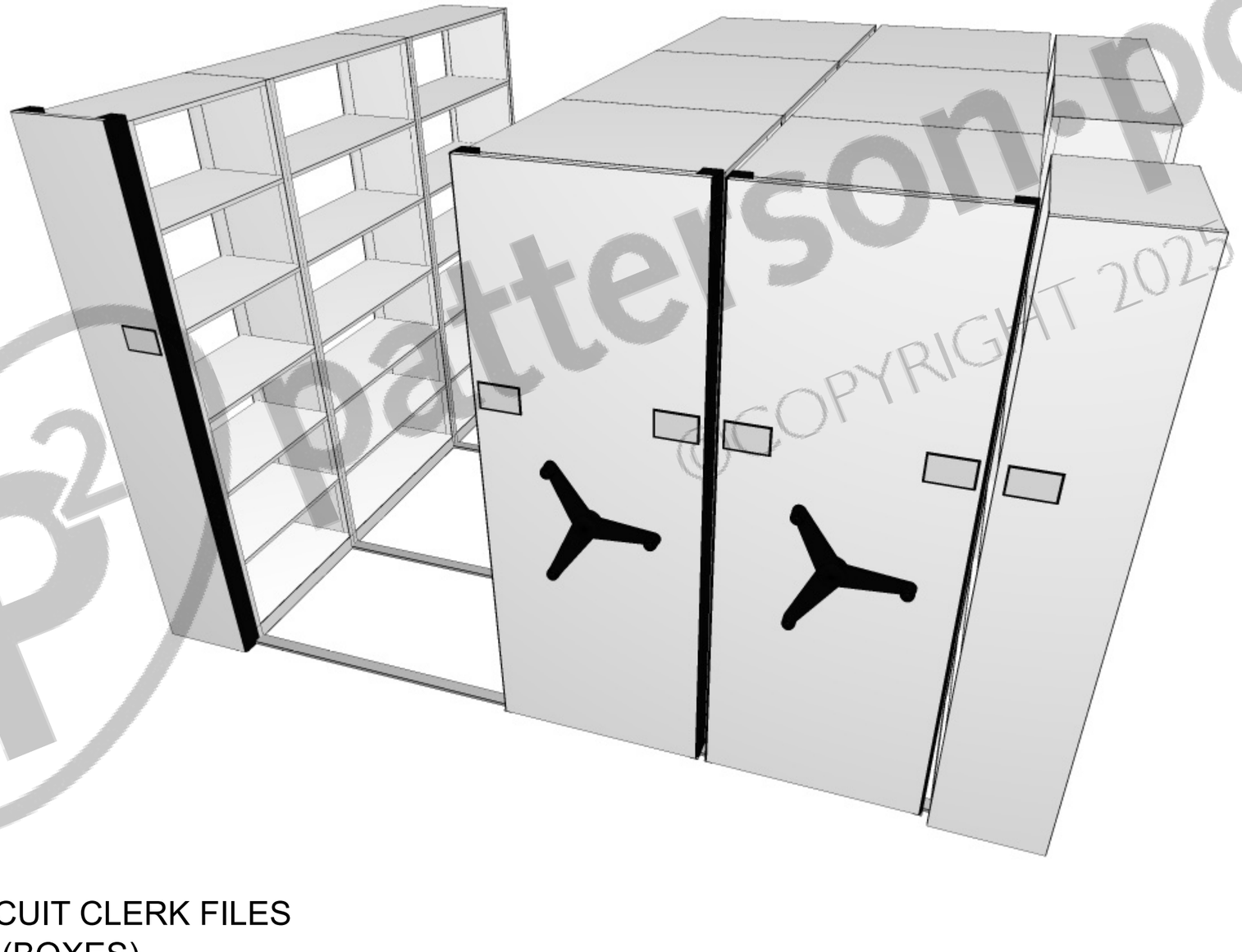

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CIRCUIT CLERK FILES
201 (BOXES)

50 YEARS OF STUFF

Project Name: CIRCUIT & CHANCERY COURTS			Project #: 349500 1B	APPROVAL This drawing Approved By:
Salesperson: BERTINI, SCOTT	Scale 1:2 *Item XII5.*	Rev level:	Drawn by: E. ROHENA	Dated
			Date Printed: 10/08/2025	

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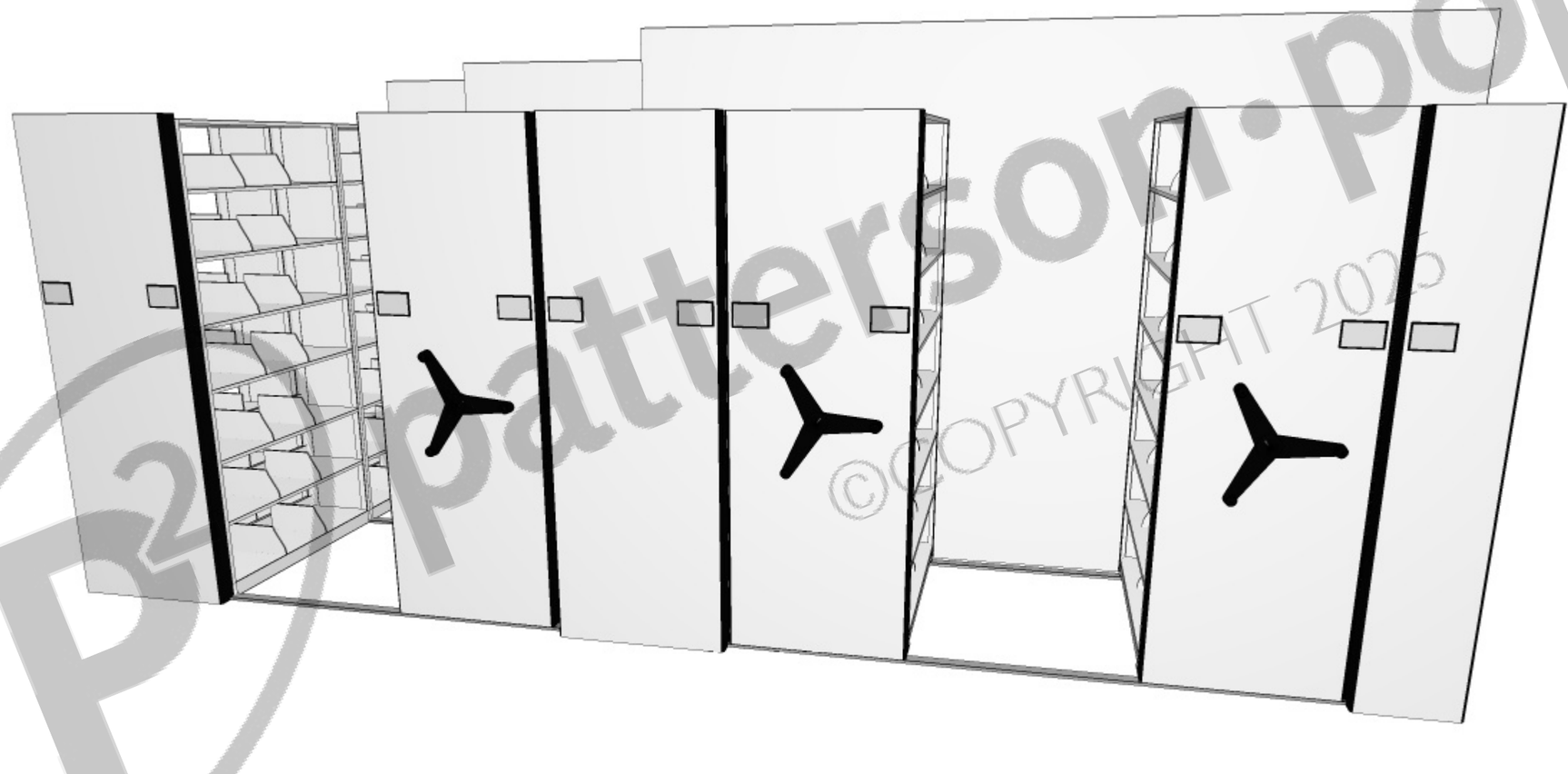

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CIRCUIT CLERK FILES
201 (FILES)

50 YEARS OF STUFF

Project Name: CIRCUIT & CHANCERY COURTS

Salesperson: BERTINI, SCOTT

Scale: 1:2 *Item XII5.*

Rev level:

Project #: 349500 1B

Drawn by: E. ROHENA

Date Printed: 10/08/2025

APPROVAL
This drawing Approved By:

Dated

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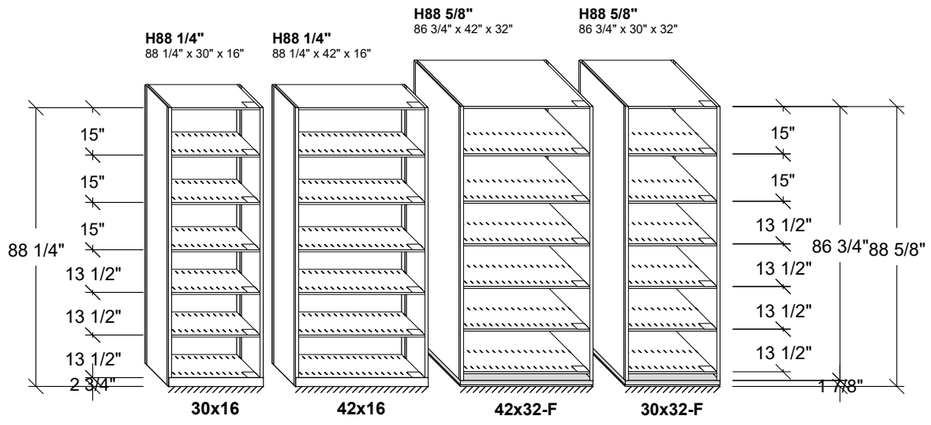
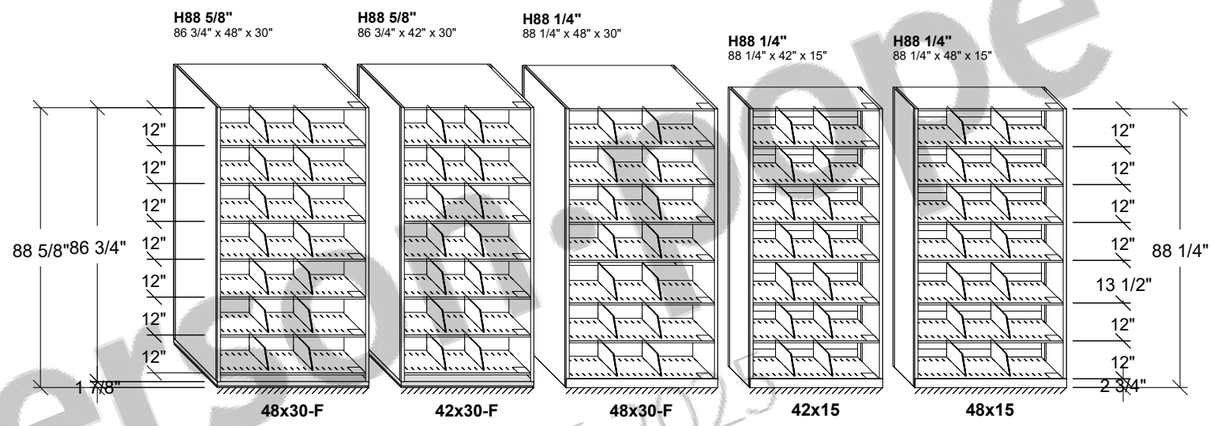
BOX STORAGE (RM 201)



FILE STORAGE (RM 201)



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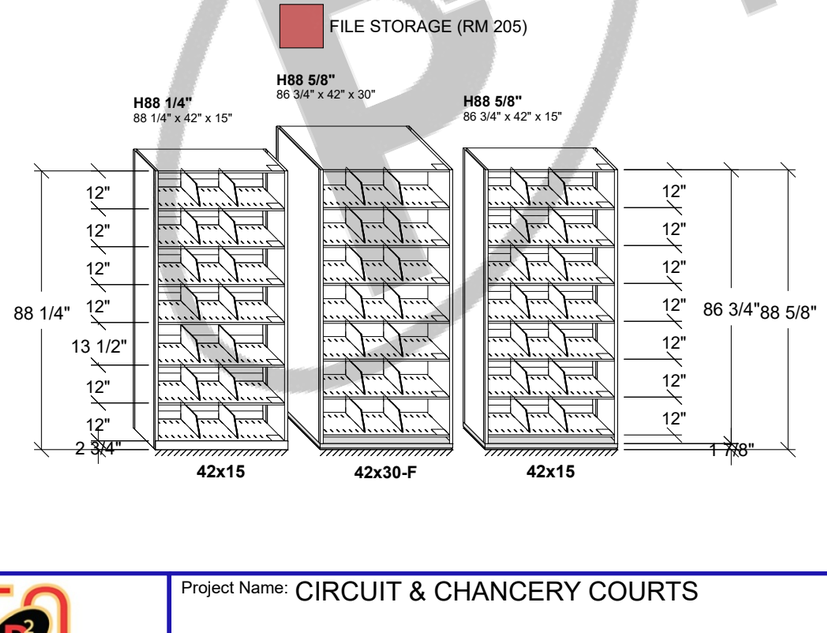

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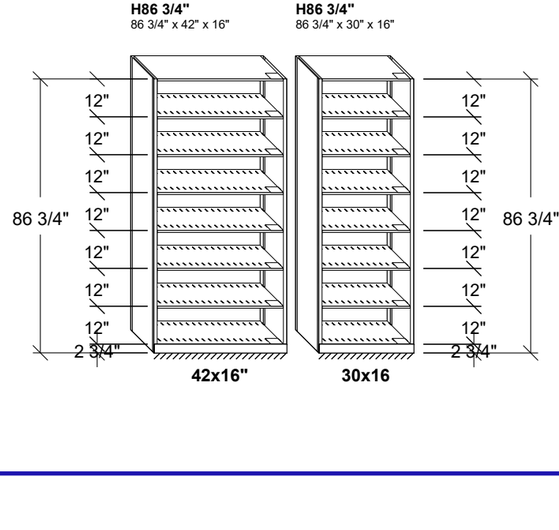
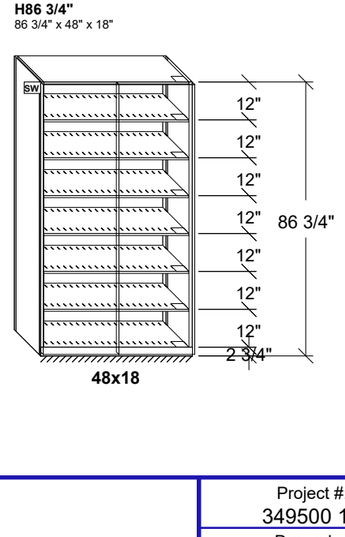


SUPPLIES



patterson pope
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50 YEARS OF STUFF

Project Name: CIRCUIT & CHANCERY COURTS

Salesperson: BERTINI, SCOTT

Scale: 1/4

Item XII5.

Rev level:

Project #: 349500 1B

Drawn by: E. ROHENA

Date Printed: 10/08/2025

APPROVAL
This drawing Approved By:

Dated

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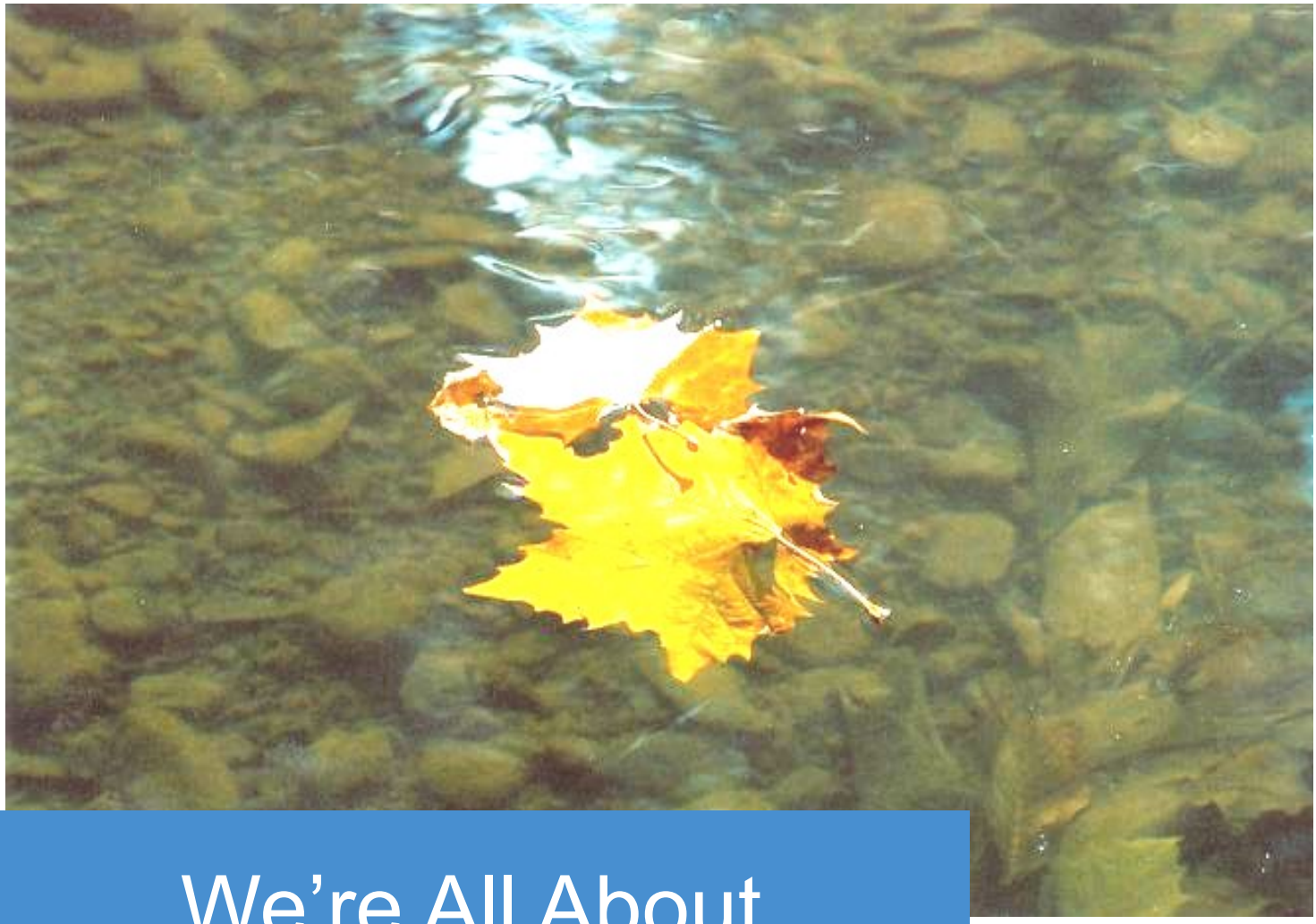


We're All About CLEAN Water

KINGSPORT TENNESSEE

2025 MS4 Annual Report

STORMWATER MANAGEMENT

Clean Water. Public Health. Serving Citizens.

City of Kingsport
Stormwater Utility

HISTORY In November 2011, the Stormwater Management Utility was established, as required by The Federal Clean Water Act for cities with more than 10,000 residents, to implement a stormwater program to control and monitor polluted stormwater runoff.

PURPOSE To address stormwater pollution and flooding issues, allowing the City to reduce runoff contaminants, while prioritizing and initiating flood mitigation projects.

The utility is responsible for the operation, construction, maintenance, and rehabilitation of stormwater facilities; for stormwater system planning, property acquisition related to stormwater management, and for review of stormwater development plans for compliance with federal and state regulations, stormwater management ordinances, policies, procedures and manuals.

GOALS Comprehensively examine flooding and stormwater issues in the community;

As a Tennessee Department of Environment and Conservation qualified local program, allow the development community greater flexibility and timeliness in determining how best to meet federal mandates;

Adequately fund stormwater management needs at the lowest possible cost by proactive action;

Reduce flooding;

Improve stream habitat, conditions and water quality. Work toward de-listing of impaired streams within the City limits.

ACTIVITIES / ACCOMPLISHMENTS

In accordance with the City's MS4 NPDES permit, the Stormwater Division must file this report with the Tennessee Department of Environment and Conservation (TDEC) to document the activities completed in the past fiscal year. The activities noted are within the required program areas of the MS4 permit. The City's permit compliance activities are subject to periodic audits by TDEC.

Many activities have been completed that go beyond the requirements of the NPDES permit. This report provides opportunity for activity updates:

- In July 2024, Stormy the raindrop visited the Summer Program at VO Dobbins. A Stormwater staff member gave a short talk to children about Stormwater issues.
- Between July 2024 and June 2025, a Stormwater staff member completed stream sampling, per TDEC's analytical monitoring requirement, for 7 streams. This data will lead to increased understanding of the impairments of each stream.
- Between July 2024 and June 2025 a Stormwater staff member completed Visual Stream Assessments, per TDEC's non-analytical monitoring requirement, for 4 streams. This data will lead to increased understanding of the impairments of each stream.

ACTIVITIES / ACCOMPLISHMENTS (continued)

- Between July 2024 and June 2025 the City of Kingsport, along with Johnson City, Bristol and Elizabethton, worked with a consultant to develop a new Water Quality SCM (Stormwater Control Measures) Manual, as well as a new SCM Inspection and Maintenance Manual.
- In September 2024, a Stormwater staff member was a presenter at Keep Kingsport Beautiful's Conservation Camp. Pollution in a watershed was demonstrated through a hands-on model.
- In September 2024, the Stormwater Division hosted a stream clean-up of Madd Branch. Volunteers collected litter and dumped items from in and around the creek.
- In September 2024, the Stormwater Division held its 7th annual Storm Drain Art Contest. Five storm drains were enhanced with public art, done by local amateur artists, with the purpose being environmental education.
- In March 2025, the Stormwater Division constructed and distributed 50 rain barrels to local residents, with all proceeds going to Keep Kingsport Beautiful. When used, these will catch stormwater runoff and utilize it for lawns and gardens.
- In April 2025, the Stormwater Division distributed stormwater activity booklets to all 4th graders within Kingsport City Schools.
- In April 2025, the Stormwater Division gave away 100 tree seedling bundles to local residents. As these seedlings grow, they will reduce stormwater runoff from residents' yards.
- In May 2025, Stormy the raindrop appeared at Public Works Day, and along with a Stormwater staff member, helped distribute educational materials to attendees.
- A Stormwater staff member does monthly inspections of active construction sites to ensure erosion prevention and sediment control measures are being implemented.
- The City of Kingsport continues to encourage re-development and awards Water Quality credit for reduction of impervious surface.
- The 'ConnectKingsport' cell phone app continues to provide citizens with the ability for real time input of drainage issues and concerns. This app gives citizens a means to notify City staff of drainage problems such as clogged drains and pipes, illicit discharges, and construction site issues.
- 'ConnectKingsport' requests, as well as any subsequent repair work by City staff, is documented within the Cartegraph asset management system. Cartegraph data allow City leaders to optimize decision making processes and increase level of service to citizens.
- Continuing inspections of certain 'hot spots' before and after significant storm events are managed via the Cartegraph asset management system. Crews are dispatched to inspect and clean obstructions from culverts and catch basins that are known to trap debris.
- The City of Kingsport is a member of TNSA (Tennessee Stormwater Association), SESWA (Southeast Stormwater Association) and NMSA (National Municipal Stormwater Alliance).
- Stormwater staff members currently hold Regional Chair and Board Member leadership positions on TNSA and attend the TNSA annual conference. A Stormwater staff member also holds Board member positions on SESWA and NMSA.
- A member of the Stormwater Division currently attends monthly meetings of the Keep Kingsport Beautiful Council.

ACTIVITIES / ACCOMPLISHMENTS (continued)

Conservation Camp 2024

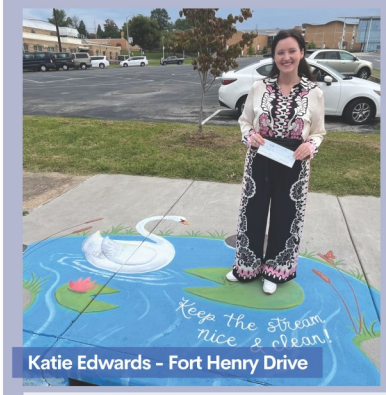
Stormwater Pollution model

Rain Barrel Sale 2025

Storrny at Public Works Day 2025

ACTIVITIES / ACCOMPLISHMENTS (continued)

STORM DRAIN ART WINNERS UNVEIL THEIR COLORFUL CREATIONS



Katie Edwards - Fort Henry Drive

Kaitlyn Snyder - Clinchfield Street

Lillyana Peterson - Wateree Street

7th Annual Storm Drain Art Contest 2024

The City of Kingsport's Stormwater Department held its 7th annual Storm Drain Art Contest this fall. The purpose of the contest is to raise awareness about the importance of protecting our rivers, stream habitat and aquatic wildlife. The five winners recently completed their work, so be on the lookout across the Model City for their artistic creations.

Brenda Barkley - Market & Commerce

Adelyn Stancel - Clay Street

Stormy visits VO Dobbins Summer Program 2024

NPDES MS4 Annual Report

version 1.11

(Submission #: HQE-NSQ5-1ZECN, version 1)

Details

Originally Started By	AMANDA MCMULLEN
Submitted	9/19/2025 (21 days ago) by Chad Austin
Submission ID	HQE-NSQ5-1ZECN
MS4 Owner Name	City of Kingsport
Status	Complete

Form Input

General Information

Permit Number
TNS075388

MS4 Owner/Operator (e.g. City of ...)
City of Kingsport

County
Sullivan

Reporting Period

Per subpart 5.1
a. The Annual Report shall cover the period beginning on July 1st and ending on June 30th;
b. The Annual Report shall be due on September 30th after the end of the reporting period.

Reporting Period Start Date
07/01/2024

Reporting Period End Date
06/30/2025

MS4 Population At NOI Submittal
Population greater than or equal to 50,001

Name and contact information of MS4 Responsible Authority (e.g. Mayor ...)

Prefix
Hon.

First Name	Last Name
Paul	Montgomery

Title
Mayor

Company Name
City of Kingsport

Phone Type	Number	Extension
Business	423-229-9412	

Email
PaulMontgomery@kingsporttn.gov

Address
415 BROAD ST
Kingsport, TN 37660

Designated MS4 Stormwater Management Program Contact

Prefix
Mr.

First Name **Last Name**
CHAD AUSTIN

Title
ASSISTANT UTILITY DIRECTOR-Engineering/Operations Utility Services Division

Company Name
CITY OF KINGSPORT

Phone Type **Number** **Extension**
Business 4232299454

Email
ChadAustin@KingsportTN.gov

Address
1113 KONNAROCK RD
KINGSPORT, TN 37664

MCM 1: Public Education

Below report on the educational activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of table) to report add activities.

Provide the number of activities completed during the reporting year for the Public (Subpart 4.2.1.1. of the permit).
8

Provide the number of activities completed during the reporting year for the Engineering and Development Community (Subpart 4.2.1.2. of the permit).
3

For new employees: provide the total number of employees NOT educated in accordance with the PIE plan within 6 months?
0

For existing employees: provide the total number of employees NOT educated in accordance with the PIE plan within the permit term.
0

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the public. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.1.1.a.General awareness of the impacts on water quality.)

Management Measure: SCM/BMP Maintenance (Select Yes if the activity listed in this row addressed the 4.2.1.1.b. Awareness of the importance of maintenance activities for operators of permanent Best Management Practices (BMPs)/Stormwater Control Measures (SCMs).)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.1.1.c. Awareness of the proper storage, use, and disposal of pesticides, herbicides, fertilizers oil and other automotive-related fluids.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.1.1.d. Awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program's public education and outreach activities for the Public audience during the reporting period.

Target Audience	Activity Description	Management Measure: Impacts on Water Quality	Management Measure: SCM/ BMP Maintenance	Management Measure: Storage, Use,	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
Public	TNSA social media program	Yes	Yes	Yes	Yes	07/01/2024	Facebook subscribers	83273	Monetary

Item XIII1.

Target Audience	Activity Description	Management Measure: Impacts on Water Quality	Management Measure: SCM/ BMP Maintenance	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
Public	Kingsport Alerts Facebook Page	Yes	Yes	Yes	Yes	07/01/2024	Kingsport residents	31743	N/A
Public	Storm Drain Art article	Yes	No	No	No	09/02/2024	Kingsport Times News subscribers	8097	N/A
Public	Stormy School visits	Yes	No	Yes	Yes	07/01/2024	local children	150	N/A
Public	Stormwater activity booklets	Yes	No	Yes	Yes	04/01/2025	local 4th graders	585	N/A
Public	City website Stormwater page	Yes	Yes	Yes	Yes	07/01/2024	residents	1187	N/A
Public	Annual Water Quality Report	Yes	No	Yes	Yes	07/01/2024	water customers	37000	N/A
Public	Newspaper SCM article X4	No	Yes	No	No	04/02/2025	Kingsport Times News subscribers	8097	N/A

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Engineering and Development Community. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Long Term Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.a Awareness of the stormwater ordinances, regulations, and guidance
materials related to long-term water quality impacts.)

Management Measure: Construction Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.b. Awareness of stormwater ordinances, regulations, and guidance materials
related to construction phase water quality impacts.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public education and outreach activities for the Engineering and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Long Term Water Quality Impacts	Management Measure: Construction Water Quality Impacts	Date of Activity	Specifically Targeted Audience	# of Audience
Engineering and Development Community	Pre-construction meetings	Yes	Yes	07/01/2024	contractors and developers	88
Engineering and Development Community	Fats, Oils, and Grease Program	Yes	No	07/01/2024	restaurants and food service	246
Engineering and Development Community	City website Stormwater page	Yes	Yes	07/01/2024	engineers and developers	1187

Supporting Documentation for Activities described in this section.

NONE PROVIDED

Comment

NONE PROVIDED

Notes:

NONE PROVIDED

MCM 2: Public Involvement And Participation

Item XIII1.

Below report on the involvement/participation activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of

table) to report add activities.

Is your Stormwater Management Program Plan documentation available online?
Yes

Provide the web address for the Stormwater Management Program plan documentation
https://www.kingsporttn.gov/city-services/public-works/water-services/stormwater/

Was the MS4 program documentation formally placed on public notice during the reporting year?
No

Prior to the Second annual report due date the MS4 is required to complete the formal public notice process for the entire Stormwater Management Program including response to comments. A copy of the public notice and response to comments shall be provided with the appropriate Annual Report reporting year. See subpart 4.2.2

Subpart 4.2.2. requires the following in the annual report
Detail applicable changes as directed in subpart 4.4.1
This requirement will be located in the Program Modifications Section

Is information for all construction site projects accessible to the public?
Yes

Number of comments received from the public on construction site projects.
5

Are all comments from the public on construction site projects considered?
Yes

Number of reports (or complaints) during the reporting period received from the public via public reporting system (IDDE reports)?
2

Provide the number of activities completed during the reporting year for the General Public (Subpart 4.2.2.1. of the permit).
8

Provide the number of activities completed during the reporting year for the Commercial and Development Community (Subpart 4.2.2.2. of the permit).
3

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the general public. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.1.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.1.b. Impacts on water quality or local stormwater management issues.)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.2.1.c. Storage, use, and disposal of household hazardous waste, automotive related fluids, pesticides, herbicides, and fertilizers use.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.2.1.d. Identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored
monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program's public involvement/participation activities for the General Public audiences during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Management Meas... Use...	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities

Item XIII1.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
General Public	Stream Clean-up	Yes	Yes	Yes	Yes	09/21/2024	community volunteers	3	N/A
General Public	Keep Kingsport Beautiful Conservation Camp	Yes	Yes	Yes	No	09/17/2024	local 4th graders	700	Donation in kind
General Public	Public Works Day	Yes	Yes	Yes	Yes	05/23/2025	local families	800	N/A
General Public	Storm Drain Art Contest	Yes	Yes	No	No	09/02/2024	local artists	7	N/A
General Public	Tree Seedling Giveaway	Yes	Yes	No	No	04/07/2025	Kingsport residents	100	N/A
General Public	Rain Barrel Sale	Yes	Yes	No	No	03/03/2025	Kingsport residents	50	N/A
General Public	IDDE reporting	No	No	No	Yes	07/01/2024	Kingsport residents	2	N/A
General Public	Keep Kingsport Beautiful litter pickup X3	Yes	Yes	Yes	Yes	04/12/2025	community volunteers	32	Donation in kind

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Commercial and Development Community. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.2.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.2.b. Impacts on water quality or local stormwater management issues.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public involvement/participation activities for the Commercial and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Date of Activity	Specifically Targeted Audience	# of Audience
Commercial and Development Community	Fats, Oils and Grease Program	Yes	Yes	07/01/2024	restaurant and food service	396
Commercial and Development Community	Pre-development meetings	Yes	Yes	07/01/2024	development community	44
Commercial and Development Community	NE Tennessee Site Designer Training	Yes	Yes	10/16/2024	development community	25

Supporting Documentation for Activities described in this section.
NONE PROVIDED
Comment
NONE PROVIDED

Notes:
NONE PROVIDED

MCM 3: Illicit Discharge Detection & Elimination (IDDE)

Is the storm sewer map available through Spatial Rest Services?
Yes

Provide location for Spatial Rest Service for Map Layer(s)
https://kingsporttn.maps.arcgis.com/home/index.html

The number of potential illicit discharges reported by the public.
2

The number of potential illicit discharges reported by internal personnel.
1

Total number of potential Illicit discharges reported (from any source) that are under investigation at the time of the annual report.
0

Were all potential illicit discharges investigated within 7 days of receipt?
Yes

Number of identified illicit discharges
2

Were all initial enforcement actions on confirmed illicit discharges taken within seven (7) calendar days of the investigation?
Yes

Number of corrective actions plans received for confirmed illicit discharges.
1

Were all corrective actions plans reviewed in accordance with established procedures?
Yes

Significant Contributor of Pollutants to the MS4

1.3.3.2. Non-stormwater Discharges
The permittee is authorized to discharge the following non-stormwater sources provided that the permittee has not determined these sources to be significant contributors of pollutants to the MS4:

- Water line flushing
- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- Uncontaminated groundwater infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)
- Uncontaminated pumped groundwater
- Discharges from potable water sources
- Foundation drains
- Air conditioning condensate
- Irrigation water
- Springs
- Water from crawl space pumps
- Footing drains
- Lawn watering
- Individual residential car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool discharges
- Street wash water
- Discharges or flows from firefighting activities

Subpart 8.1 Definitions
Significant Contributor is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

Total number of non-stormwater discharges or flows investigated.
0

MCM 4: Construction Site Stormwater Runoff Pollutant Control

Item XIII1.

For reporting construction activities in this section, count all activities e.g., projects e active during the reporting period. It is understood that activities will overlap multiple reporting years. For example: If a project plan is submitted and reviewed in reporting year 1, that plan review will go only on the report for that year. If that same project begins construction in reporting year 2, it would be included in the year 2 report for active construction activity, but not the year 1 report. If a construction activity is terminated in

the beginning of a reporting year before the first inspection for that reporting year is required, that activity may be left off the count.

Identify if the regulatory mechanisms for construction site runoff control have been updated to be consistent with the CGP?
In Effect

Total number of active construction activities (or sites).
38

Number of new development and redevelopment projects reviewed in accordance with established policies and procedures.
22

Were all new development and redevelopment projects reviewed in accordance with the established policy and procedure?
Yes

Number of active non-priority construction activities.
34

Were all nonpriority active construction activities inspections conducted accordance with Stormwater Management Program.
Yes

Number of active priority construction activities.
4

The question below is asking for the number of non-priority construction activities that the MS4 **DOES NOT** have all of the required information for which indicates an issue with the MS4's tracking system.

Total number of active non-priority construction activities with incomplete inventory information.
0

Did all Priority Construction Activities have Pre-Construction meetings?
Yes

Were all priority Construction Activities inspected at least once per calendar month?
Yes

MCM 5: Post Construction/ Permanent Stormwater Management

Has an offsite mitigation program or payment in lieu into a public stormwater fund been developed as outlined in subpart 4.2.5.3.?
No

Did all of the projects approved meet the buffer requirements of subpart 4.2.5.4?
Yes

Does the Stormwater Management Program implement alternative buffer widths?
No

The 2009 scorecard can be found on TDEC's website.
Water Quality Scorecard

Scorecard
NONE PROVIDED
Comment
NONE PROVIDED

Number of all new development and redevelopment projects reviewed.
22

Number of new development and redevelopment projects reviewed in accordance with the established policy and procedure.
22

Number of sites verified that 100% of SCMs are installed per design specifications in accordance with approved plan.
11

Were all SCMs verified to be installed per design specifications in accordance with approved plan within 90 days of installation?
Yes

Does the permittee have adequate legal authority as required by 4.2.5.7 for all SCMs installed?
Yes

Number of SCMs that have not been properly operated or maintained.
0

Number of public requests for SCM inventory.
0

Are all SCMs in the inventory tracking system?
Yes

Do all SCMs in the inventory tracking system have complete information?
Yes

SCM inventory tracking system information
NONE PROVIDED
Comment
NONE PROVIDED

MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations

Number of applicable Municipal Operations and Facilities under subpart 4.2.6.2.
6

Do all applicable Municipal Operations and Facilities have a O&M Facility Plan?
Yes

Number Municipal Operations Facilities NOT inspected in accordance with the Stormwater Management Program in the previous 12 months.
0

Stormwater Management Program Modification

Have any municipal facilities covered under this permit been added during the reporting term?
No

In the table below identify if any changes were made to your Stormwater Management Program during the reporting period.

For minor modifications that add, but neither subtract nor replace, components, controls, or requirements to the Stormwater Management Program provide a description of that modification. - See Subpart 4.4.1.1.a

For minor modifications that replace an ineffective or infeasible BMP, or SCM which is specifically identified in the Stormwater Management Program provide a description of the analysis of why the former BMP was ineffective or infeasible; Expectations on the effectiveness of the replacement BMP or SCM; and an analysis, if applicable, of why the replacement BMP or SCM will ensure the optimization of equipment use. a description of that modification. - See Subpart 4.4.1.1.e

For major modifications that subtract BMPs, SCMs, components, controls, or requirements of the Stormwater Management Program provide a description of the analysis of why the component was ineffective or infeasible; and detailed explanation of why, with the elimination of this component, the Stormwater Management Program will continue to achieve a reduction in pollutants to the MEP and shall not cause or contribute to violations of State water quality standards in the receiving stream. - See Subpart 4.4.1.2.a.

Where any changes were made to the program elements during the reporting period?

Program Elements	Changes	Modifications that Add Components	Replaced an Ineffective or Infeasible BMP or SCM	Subtracted BMP, SCM, Components, Controls etc.
MCM 1	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 2	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 3	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 4	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 5	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 6	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
QLP	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
Enforcement	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
Monitoring & Program Evaluation	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*

Other Program Changes not Identified above
NONE PROVIDED

Summary Of Enforcement Actions

Note: Non-traditional MS4s may not have legal authority to enforce one or more MS4 permit requirements. For example, a university campus regulated as a MS4 permittee or co-permittee may not have the legal authority to enforce MS4 permit requirements against another entity.

Summary of Enforcement Actions Taken during the reporting year

Action	IDDE	Construction	Permanent Stormwater/Post-Construction	Total
Verbal Warnings	1	3	0	4
Written Notice of Violation	0	6	0	6
Citations or Administrative Orders	0	0	0	0
Stop Work Orders	0	1	0	1
Withholding of Plan Approvals or Other Authorizations	0	0	0	0
Civil Penalties	0	0	0	0
Additional Measures	0	0	0	0
				Sum: 11

Results Of Information Collected And Analyzed (Monitoring)

Was monitoring for the reporting year performed in accordance with either 4.6.1.1.1 (Option 1) or 4.6.1.1.2 (Option 2)?
Yes

Provide a summary describing the results of information collected and anal *Item XIII1.* **g monitoring data (analytical and non-analytical), if any, during the reporting period. If no monitoring was completed, explain.**
Visual stream assessments done for Reedy Creek, Gravelly Branch, Little Horse Creek, and Kendrick Creek. Analytical monitoring done for Clark Branch, Slate Branch, Rock Springs Branch, Unnamed tributary to Reedy Creek, Gaines Branch, Miller Branch, and Tranbarger Branch.

Electronic Data Deliverable (EDD) Sheets (Field Stream Survey and Habitat Sheets, Macroinvertebrate Taxa Report, and the TDEC E. coli and Field Water Parameter Report) are in the section labelled Water Quality Assessment Publications as excel files.

For your convenience, links to the required standard templates for reporting the results of your monitoring data are provided below.

If you have any questions about EDD sheets please contact tdec.watershedplanning@tn.gov.
Publications

Attach results of all analytical and non-analytical monitoring data collected during this reporting period.
REEDY REPORT w field sheets.pdf - 08/07/2025 12:55 PM
GRAVELLY REPORT wFIELDSHEETS.pdf - 08/07/2025 12:55 PM
LITTLE HORSE REPORTwfieldsheets.pdf - 08/07/2025 12:55 PM
KENDRICK REPORTwFieldSheets.pdf - 08/07/2025 12:56 PM
COK_stream-survey-habitat_Tranbarger.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_Clark.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_unnamed.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_RockSprings.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_Miller.xlsx - 08/07/2025 12:57 PM
COK-ecoli-report-Spring2025.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_Slate.xlsx - 08/07/2025 12:57 PM
COK_stream-survey-habitat_Gaines.xlsx - 08/07/2025 12:57 PM
Comment
NONE PROVIDED

Legal Authority

Per subpart 4.7.1.The initial solicitor's (Attorney's) statement was required in the 2024 annual report for existing permittees and will be required in the third annual report for new permittees.

If modifications are made to the legal authority as requried by subpart 4.7. a-f that necessitate a new evaluation by a solicitor, a new certification statement must be submitted. If you are unsure if a modification necessitates a new evaluation please contact the Division.

Per subpart 4.1.2. All updates to the legal authority (ordinances/resolutions et.) required by changes to the permit shall be fully implemented and adopted.

Is this a new MS4 or have modifications been made to the legal authority that necessitate a new evaluation by a solicitor (attorney)?
No

Attach Legal Authority - Ordinances, Resolutions, etc
7168.SW Mgmt.pdf - 08/08/2025 11:57 AM
Comment
No change since last annual report.

Attach Legal Authority - Enforcement Response Plan and List or Table of Progressive Enforcement Actions
ERP-2017-106.pdf - 08/08/2025 12:03 PM
Comment
No change since last annual report.

Stormwater Management Program Evaluation

Stormwater Management Program Evaluation

In accordance with subpart 4.6.2. The permittee shall conduct an annual evaluation of the Stormwater Management Program to evaluate compliance with the terms and conditions of the permit, including the effectiveness of the BMPs, components, or controls of its stormwater management program, and the status of achieving the measurable requirements in the permit.

Summarize the results of the permittee's annual evaluation of the current Stormwater Management Program.
Compliant

Identify modifications or replacement of an ineffective activity/control measure/component/BMP.
None

Summarize the assessment results, and any modifications and improvements scheduled to be implemented in the next reporting period to improve the program or remedy deficiencies or weaknesses
Current PIE Plan is meeting expectations.

Is MCM 1: Public Education and Outreach on Stormwater Impacts compliant with Permit Requirements?
Yes

Is MCM 2: Public Involvement/Participation compliant with Permit Requirements?
Yes

Is MCM 3: Illicit Discharge Detection and Elimination (IDDE) compliant with Permit Requirements?
Yes

Is MCM 4: Construction Site Stormwater Runoff Control compliant with Permit Requirements?
Yes

Is MCM 5: Post-Construction/Permanent Stormwater Management in New Development and Redevelopment compliant with Permit Requirements?
Yes

Is MCM 6: Pollution Prevention/Good Housekeeping compliant with Permit Requirements?
Yes

Is Monitoring Program (subpart 4.6.1.1) compliant with Permit Requirements?
Yes

The following questions are from subpart 5.2 Annual Report Requirements.

Is the permittee compliant with the permit terms and conditions?
Yes

This determination should be made as to the status of the program at the end of the reporting period and the requirements applicable at that date. For example, the permanent stormwater program changes are not required to be implemented until 24 months after the effective date of the permit. So if the MS4 has not yet implemented those changes at the first annual report, they would still be in compliance, if their program meets the previously established requirements.

Please Explain
Current plan meets expectations.

Is the permittee relying on another governmental entity to satisfy some of the permit obligations?
No

Enter additional or clarifying information not elsewhere reported in this document.
NONE PROVIDED

Any other data specifically requested by the Division to substantiate statements and conclusions reached in the Annual Reports.
Stormwater Annual Report.pdf - 08/15/2025 07:46 AM
Comment
NONE PROVIDED

Attachments

Date	Attachment Name	Context	User
8/15/2025 7:46 AM	Stormwater Annual Report.pdf	Attachment	AMANDA MCMULLEN
8/8/2025 12:03 PM	ERP-2017-106.pdf	Attachment	AMANDA MCMULLEN
8/8/2025 11:57 AM	7168.SW Mgmt.pdf	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_Tranbarger.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_Clark.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_unnamed.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_RockSprings.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_Miller.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK-ecoli-report-Spring2025.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_Slate.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:57 PM	COK_stream-survey-habitat_Gaines.xlsx	Attachment	AMANDA MCMULLEN
8/7/2025 12:56 PM	KENDRICK REPORTwFieldSheets.pdf	Attachment	AMANDA MCMULLEN
8/7/2025 12:55 PM	LITTLE HORSE REPORTwfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/7/2025 12:55 PM	GRAVELLY REPORT wFIELDSHEETS.pdf	Attachment	AMANDA MCMULLEN
8/7/2025 12:55 PM	REEDY REPORT w field sheets.pdf	Attachment	AMANDA MCMULLEN

Status History

	User	Processing Status
8/7/2025 11:16:40 AM	AMANDA MCMULLEN	Draft
9/5/2025 10:50:24 AM	AMANDA MCMULLEN	Signing
9/19/2025 9:05:40 AM	Chad Austin	Submitting
9/19/2025 9:06:24 AM	Chad Austin	Submitted
9/19/2025 9:20:28 AM	Franklin Colyer	In Review
9/23/2025 8:08:16 AM	Katherine Jenkins	Complete

Processing Steps

Step Name	Assigned To/Completed By	Date Completed
Form Submitted	Chad Austin	9/19/2025 9:06:24 AM
Submission Deemed Complete	Katherine Jenkins	9/23/2025 8:08:00 AM

Agreements and Signature(s)

SUBMISSION AGREEMENTS

- [x] I am the owner of the account used to perform the electronic submission and signature.
- [x] I have the authority to submit the data on behalf of the facility I am representing.
- [x] I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- [x] I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

This report must be signed by a ranking elected official or by a duly authorized representative of that person. See signatory requirements in sub-part 7.11.2 of the permit.

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in the attached document; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Signed By Chad Austin on 09/19/2025 at 9:05 AM