



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, August 15, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)
2. TimesNews 2023 Readers Choice Family Entertainment, Local Tourist Spot and Fun for the Whole Family Award - Bays Mtn. Park & Planetarium (Vice Mayor George)
3. TimesNews 2023 Readers Choice Senior Services Award - Kingsport Senior Center (Alderman Montgomery)

VI. APPOINTMENTS

- [1.](#) Appointments to the Parks and Recreation Advisory Committee (AF-278-2023) (Mayor Shull)

VII. APPROVAL OF MINUTES

- [1.](#) July 31, 2023 - Work Session
- [2.](#) August 1, 2023 - Business Meeting

VIII. PUBLIC HEARINGS

- [1.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 0920, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District (AF-267-2023) (Jessica McMurray)
- [2.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District (AF-265-2023) (Ken Weems)
- [3.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District (AF-266-2023) (Ken Weems)

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.

IX. BUSINESS MATTERS REQUIRING FIRST READING

- [1.](#) Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget (AF-273-2023) (David Frye)
- [2.](#) Consideration of an Ordinance to Condemn (AF-274-2023) (Ryan McReynolds)
- [3.](#) Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in its Entirety (AF-216-2023) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1.** Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23 (AF-259-2023) (Chris McCartt)
- 2.** Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24 (AF-261-2023) (Chris McCartt)

XI. OTHER BUSINESS

- 1.** Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Accept a Change Order for Software Products from Central Square Technologies (AF-272-2023) (Dale Phipps)
- 2.** Consideration of a Resolution to Purchase One (1) 2023 Hamm HD 8 VV from Sourcewell Contract (AF-263-2023) (Ryan McReynolds)
- 3.** Consideration of a Resolution to Purchase One (1) 305 Medium Size Excavator with Hammer from TN State Contract # 72872 (AF-277-2023) (Ryan McReynolds)
- 4.** Consideration of a Resolution to Purchase Ecolane Software for the Kingsport Area Transit Service from SHI International Corporation using a NASPO Contract (AF-279-2023) (Timothy Land)

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 Amend and Extend the Lease Agreement with Kingsport Model Trains Project, Inc. for space at Lynn View Community Center (AF-223-2023) (Michael Borders)
- 2.** Consideration of a Resolution Approving a Release with Donegal Insurance Group for Damage to City Property (AF-271-2023) (Chris McCartt)
- 3.** Consideration of a Resolution Authorizing the City Manager to Purchase Phonics Intervention Kits for Kingsport City Schools from Benchmark Education Using TIPS Cooperative Purchasing (AF-251-2023) (David Frye)

- [4.](#) Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Cintas for Kingsport City Schools Maintenance Department Uniform Rental Service Using Omnia Partners Cooperative Contract (AF-269-2023) (David Frye)
- [5.](#) Consideration of a Resolution Authorizing the City Manager to Purchase a Galaxy Outdoor Electronic Message Center for Dobyys Bennett High School Using Sourcewell Cooperative Purchasing (AF-264-2023) (David Frye)
- [6.](#) Consideration of a Resolution Authorizing the Application for Funding through the Tennessee Tourism Enhancement Grant (AF-270-2023) (Michael Price)

XIII. COMMUNICATIONS

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

XIV. ADJOURN

My name is Patrick Potter and I have resided in Kingsport, TN since July of 2005. I am the President of Potter Insurance Agency, Inc. for the last 30 years that my father founded in the early 60's.

I am married to Dr Stephanie Potter who is the principal at Jefferson Elementary School here in Kingsport, Tn. We are the proud parents of twin 9-year-old boys, Alexander & Isaac, who will be in the third grade this coming year.

I have coached Kingsport Recreation Basketball and Baseball and this past year I was a Basketball Coach for the Tribble Basketball Team (2nd grade). We have also participated in Kingsport Recreation Soccer for several years.

I am a Third Generation Veteran and served (4 yrs.) as a USAF Presidential Honor Guardsmen (Sergeant) in the early 80's and later as a Commissioned Officer (Captain Select) in the VA Army National Guard (7 years).

I am an avid hiker and backpacker, and as a family we enjoy vacationing in the Great Smoky Mountains where we have a second home. We are fans of anything University of Tennessee and I look forward to serving on the Parks and Recreation Advisory Board.

Carlos Carvajal, MBA, PE
Director, Innovation, Eastman Chemical Company

Carlos Carvajal joined Eastman Chemical Company in 2007 as a Mechanical Engineer and is currently a Director for Innovation in the Care Solutions business.

Carvajal was born in Colombia, South America and came to the U.S. at the age of 16. He became a U.S. citizen in 2005. He graduated cum laude with a Bachelor's Degree in Mechanical Engineering from Tennessee Technological University (Tennessee Tech), a Master's Degree in Mechanical Engineering from Virginia Polytechnic Institute (Virginia Tech), and a Professional Masters of Business Administration (MBA) from the University of Tennessee (sponsored by Eastman). In addition, Carvajal has earned a Professional Engineer license and is a qualified Six Sigma Black Belt.

Carvajal is an active member in his local church and has held various leadership positions in local community organizations which includes:

- FunFest Chair – Kingsport Centennial Year, 2017 – 2018
- Board of Directors – Kingsport Chamber, 2016 – 2018
- FunFest Vice Chair, 2016 – 2017
- TTU Engineering External Advisory Board Member, 2013 – 2016
- Community Assessment and Planning (CAP) Committee Member (United Way), 2012 – 2013
- Fun Fest Liaison Committee, 2012 – 2013
- American Society of Mechanical Engineers Egg Drop Competition, 2013
- Leadership Kingsport Class, 2011 – 2012

Carvajal and his wife, Cayci, have been married for fifteen years and have a daughter, Collins (8) and a son, Caleb (3). His personal interests include mountain biking, snowboarding and construction.

Bio for Bob Grygotis

Retired Paper Mill executive with Mead, Willamette, Weyerhaeuser and Domtar, over a 40-year career and multiple states. Volunteer activities include Boy Scout Leader 2013 to 2020 (Son achieved Eagle scout in 2020), Board member for Texas Arts and Humanities Regional group for three years. Civitan member in 90's. Served as Credit union board member and president in Kingsport. Before retirement worked with local community in Arkansas to develop a fund raising event that has now been over ten years and benefitted city of less than 5000 with over \$50000 annually.

During my career had either direct responsibility over multiple 50 million dollar or higher projects to include all aspects of the project. Experience working with government agencies as well as local government officials.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, July 31, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

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

II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Montgomery.

III. **REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the August 1, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

XI.1 Consideration of a Resolution to Amend the Professional Service Agreement with LDA Engineering for Additional Construction Administration and Inspection Due to Project Delays (AF-255-2023) Deputy City Manager McReynolds gave information on this item and provided details regarding the issue of contracts and the supply chain.

XI.8 Consideration of a Resolution to Amend the Rules of Procedure for Meetings of the Board of Mayor and Aldermen (AF-248-2023) Deputy City Manager McReynolds explained this item would amend the process to align public meetings to the public comment standards. Assistant City Manager Jessica Harmon provided further details, noting this will be rolled out to all of the committees and boards throughout the city.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

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Kingsport City Hall, 415 Broad Street, Boardroom

IV. ITEMS OF INTEREST

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

There was some discussion on the recent storms, the damage caused and the efforts for tree removal and restoring power.

Deputy City Manager McReynolds mentioned there would be a reception tomorrow night at 6pm before the business meeting in the lobby of city hall to formally recognize the recent naming of the Montgomery-Watterson Boardroom.

V. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:02 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 01, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy/City Recorder

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by City Attorney Bart Rowlett.
- III. **INVOCATION** led by Phip Sams, Sr. Minister, First Christian Church, Kingsport
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Elizabeth Kiser, Miss Kingsport 2024 and DeAnna Greer, Miss Sullivan County 2024**
(Mayor Shull)
 2. **2023 TML Achievement Award for Excellence in Economic Development and Revitalization**
(Alderman Duncan)
 3. **TimesNews 2023 Readers Choice Best Venue Award - Kingsport Farmers Market**
(Alderman Cooper)
 4. **TimesNews 2023 Readers Choice Best Birthday Party Venue - Kingsport Carousel**
(Alderman Phillips)
 5. **Proclamation: National Farmers Market Week, August 6-12, 2023** (Vice Mayor George)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Kingsport City Hall, 415 Broad Street, Boardroom

VI. APPOINTMENTS None.

VII. APPROVAL OF MINUTES *(These items are approved under one motion.)*

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

1. **July 17, 2023 - Work Session**
2. **July 18, 2023 - Business Meeting**

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS None.

COMMENT

Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items.

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. **Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23 (AF-259-2023) (Chris McCartt)**

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

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

2. **Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24 (AF-261-2023) (McCartt)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS- SPECIAL REVENUE AND SEWER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; 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 Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District (AF-241-2023) (Ken Weems)**

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

ORDINANCE NO 7097 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM THE M-2, GENERAL MANUFACTURING DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH 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 in a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

- 2. Consideration of an Ordinance to Amend the FY 2024 the General Purpose School Fund and the General Project Fund Budgets (AF-242-2023) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

ORDINANCE NO 7098 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-246-2023) (Chris McCartt)**

Motion made by Alderman Olterman, Seconded by Alderman Phillips.

ORDINANCE NO 7099 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-245-2023) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

ORDINANCE NO 7100 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 1, 2023 at 7:00 PM

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XI. OTHER BUSINESS

1. **Consideration of a Resolution to Amend the Professional Service Agreement with LDA Engineering for Additional Construction Administration and Inspection Due to Project Delays** (AF-255-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2024-045 A RESOLUTION APPROVING ADDENDUM 2 TO AN AGREEMENT WITH LDA ENGINEERING FOR THE REPLACEMENT OF THREE SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

2. **Consideration of a Resolution Amending CDM Smith's Professional Service Agreement for the Water Treatment Plant (WTP) High Service Pump Station Improvements Project** (AF-256-2023) (Ryan McReynolds)

Motion made by Alderman Olterman. Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-046 A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR THE DESIGN OF THE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION AND CLEARWELL IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

3. **Consideration of a Resolution to Award the Bid to Morgan Contracting, Inc. for the Phase 1 Sanitary Sewer Lining Project, and Authorize the Mayor to Sign All Applicable Documents** (AF-250-2023) (Ryan McReynolds)

Motion made by Alderman Duncan. Seconded by Alderman Phillips.

RESOLUTION NO. 2024-047 A RESOLUTION AWARDED THE BID FOR THE SANITARY SEWER LINING PROJECT TO MORGAN CONTRACTING, INC. 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."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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- 4. Consideration of a Resolution to Purchase One (1) John Deere 210 Excavator from Sourcewell Contract #011723-JDC (AF-257-2023) (Ryan McReynolds)**

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

RESOLUTION NO. 2024-048 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MEADE EQUIPMENT, LLC FOR THE PURCHASE OF A 2023 JOHN DEERE 210P EXCAVATOR THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 011723-JDC

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Approve a Change Order to Purchase Order Y005723 Issued to Friendship Ford of Bristol (AF-258-2023) (Ryan McReynolds)**

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

RESOLUTION NO. 2024-049 A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE PURCHASE ORDER Y005723 ISSUED TO FRIENDSHIP FORD OF BRISTOL FOR THE PURCHASE OF A 4X4 EXTENDED CAB ENCLOSED UTILITY BODY VEHICLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 TO THE PURCHASE ORDER

Passed: All present voting "aye."

- 6. Consideration of a Resolution Authorizing the Mayor to Enter into a License Agreement between the City of Kingsport and the Tennessee Department of Transportation for Landscaping at Several Intersections and/or Interchanges on State Routes 1, 36, 93 and 126 (AF-252-2023) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-050 A RESOLUTION APPROVING A LICENSING AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL ROADSCAPES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT AND AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 7. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Consistency with the Consolidated Plan for Holston Habitat for Humanity's Federal Home Loan Bank of Cincinnati Grant Application (AF-254-2023) (Michael Price)**

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Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-051 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION OF CONSISTENCY WITH THE CONSOLIDATED PLAN AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

8. Consideration of a Resolution to Amend the Rules of Procedure for Meetings of the Board of Mayor and Aldermen (AF-248-2023) (Jessica Harmon)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-052 A RESOLUTION AMENDING THE RULES OF PROCEDURE FOR THE BOARD OF MAYOR AND ALDERMEN

Passed: All present voting "aye."

9. Consideration of a Resolution Approving an Amendment to the Lease between the Chamber, the City of Kingsport, and Judge Robert Montgomery (AF-253-2023) (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-053 A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CHAMBER FOUNDATION FOR UNIT 210 IN THE 400 CLINCHFIELD CONDOMINIUM ASSOCIATION BUILDING AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

10. Consideration of a Resolution to Apply and Receive Two Competitive State Water Infrastructure Grants through the Tennessee Department of Environment and Conservation (AF-262-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2024-054 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LETTERS OF SUPPORT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER FOR THE APPLICATIONS FOR TWO STATE WATER INFRASTRUCTURE GRANTS FROM THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 1, 2023 at 7:00 PM

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XII. CONSENT AGENDA None.

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt recognized Fire Chief Boyd for being appointed to the State of Tennessee Fire Chief's board to represent East Tennessee. He also thanked city staff for their continuing work cleaning up after the storms over the past weekend. The City Manager also commented on the awards presented earlier in the evening, noting they demonstrated the commitment from the city in various aspects.

2. Mayor and Board Members

Alderman Montgomery thanked the board and staff for their efforts on renaming the boardroom, commenting on the reception earlier in the evening. Alderman Phillips mentioned how to get text messages from This is Kingsport for events happening each week. He also commented on the many events that occurred during the month of July and the positive impact they had on the city, noting the momentum continued into August with the World Long Drive and the Netherland Inn Lo Country Boil. Lastly, Mr. Phillips pointed out school would be starting next week. Alderman Olterman thanked everyone for their continued prayers for his daughter. Alderman Duncan mentioned the people's choice awards, observing Bays Mountain was recognized. He also remarked high school football was gearing up and encouraged citizens to attend. Finally, he mentioned sales tax is down and asked everyone to shop local. Alderman Cooper stated the focus of the Hop and Shop this Thursday is to highlight how pet friendly downtown businesses are. She also mentioned half of the Christmas trees were pre-sold during the Christmas in July event. She reiterated the beginning of school and for citizens to be award through school zones and also provided details on getting football season passes. Vice-Mayor George commented on the Appalachian all-star baseball game, the International Pageant and the World Long Drive. She also reminded everyone the Allandale concerts begin this month on Thursdays and they are free. Lastly, she commented on public works still picking up recycle carts throughout the city. Deputy City Manager McReynolds provided further details. Mayor Shull also commented on the All-Star game and he recognized Alderman Duncan for serving on the Tennessee Municipal League. In closing, the mayor mentioned the Times News had also received awards and thanked them as well as their readers.

3. Visitors None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:05 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 092O, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District.

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

Action Form No.: AF-267-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone and Tax Map 106, parcel 001.00 and Tax Map 092O, Group E, parcel .043.00 located along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District.

Executive Summary:

This is an owner-requested rezoning of approximately 4.46 acres located along Lebanon Road from the R-1B zone to the PD zone. The purpose of the rezoning is to facilitate future single family development (14 single family homes). One neutral comment was received by a neighbor to the rezoning site during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LEBANON ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING AT A POINT IN THE NORTHWESTERLY SIDELINE OF LEBANON ROAD, SAID POINT BEING COMMON CORNER WITH LEONARD HOOD; THENCE WITH THE NORTHWESTERLY SIDELINE OF LEBANON ROAD THE FOLLOWING THREE CALLS: (1) S 32°33'27" W 52.05' TO A IRON ROD, (2) N 56°52'33" W 50.02' TO A R.O.W. MONUMENT, AND (3) S 10°41'13" W 146.11 TO A IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE S 66°31'27" W 136.16' TO A IRON ROD, BEING COMMON CORNER WITH DISHMAN; THENCE WITH DISHMAN THE FOLLOWING TWO CALLS: (1) N 29°08'33" W 80.00' TO A IRON ROD AND (2) N 31°06'16" W 123.40' TO AN IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE N 37°52'56" W 348.27' TO A IRON ROD, BEING COMMON CORNER WITH THE DIOCESE OF EAST TENNESSEE; THENCE WITH THE DIOCESE OF EAST TENNESSEE THE FOLLOWING TWO CALLS: (1) N 51°42'16" E 417.90' TO A IRON ROD, AND (2) S 42°07'27" E 32.81' TO A IRON ROD; THENCE S 21°50'32" E 370.75' TO A IRON PIPE, COMMON CORNER WITH LEONARD HOOD; THENCE WITH HOOD S 21°45'39" E 136.28' TO THE POINT OF BEGINNING, CONTAINING 4.46 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED AUGUST 23, 2022 BY HENSON LAND SURVEYS.

Tract 2:

BEGINNING AT A IRON PIPE IN THE WESTERLY SIDELINE OF LEBANON DRIVE, CORNER TO LOUDY; THENCE WITH THE LINE OF LOUDY S 64°18'51" W 172.98' TO A IRON ROD, CORNER TO APOLLO INVESTMENT PROPERTIES; THENCE WITH THE

LINE OF APOLLO INVESTMENT PROPERTIES N 21°50'32" W 82.44' TO A IRON ROD, CORNER TO HT PROPERTIES; THENCE WITH THE LINE OF HT PROPERTIES N 64°16'58" E 170.39' TO A IRON ROD IN THE WESTERLY SIDELINE OF LEBANON DRIVE; THENCE WITH THE WESTERLY SIDELINE OF LEBANON DRIVE, S 23°38'32" E 82.40' TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED JULY 6, 2023, BY HENSON LAND SURVEYS.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 15, 2023 to consider the rezoning of Tax Map 106, parcel 001.00 and Tax Map 0920, Group E, parcel 043.00 from the R-1B zoning district to the PD zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

BEGINNING AT A POINT IN THE NORTHWESTERLY SIDELINE OF LEBANON ROAD, SAID POINT BEING COMMON CORNER WITH LEONARD HOOD; THENCE WITH THE NORTHWESTERLY SIDELINE OF LEBANON ROAD THE FOLLOWING THREE CALLS: (1) S 32°33'27" W 52.05' TO A IRON ROD, (2) N 56°52'33" W 50.02' TO A R.O.W. MONUMENT, AND (3) S 10°41'13" W 146.11 TO A IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE S 66°31'27" W 136.16' TO A IRON ROD, BEING COMMON CORNER WITH DISHMAN; THENCE WITH DISHMAN THE FOLLOWING TWO CALLS: (1) N 29°08'33" W 80.00' TO A IRON ROD AND (2) N 31°06'16" W 123.40' TO AN IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE N 37°52'56" W 348.27' TO A IRON ROD, BEING COMMON CORNER WITH THE DIOCESE OF EAST TENNESSEE; THENCE WITH THE DIOCESE OF EAST TENNESSEE THE FOLLOWING TWO CALLS: (1) N 51°42'16" E 417.90' TO A IRON ROD, AND (2) S 42°07'27" E 32.81' TO A IRON ROD; THENCE S 21°50'32" E 370.75' TO A IRON PIPE, COMMON CORNER WITH LEONARD HOOD; THENCE WITH HOOD S 21°45'39" E 136.28' TO THE POINT OF BEGINNING, CONTAINING 4.46 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED AUGUST 23, 2022 BY HENSON LAND SURVEYS.

Tract 2:

BEGINNING AT A IRON PIPE IN THE WESTERLY SIDELINE OF LEBANON DRIVE, CORNER TO LOUDY; THENCE WITH THE LINE OF LOUDY S 64°18'51" W 172.98' TO A IRON ROD, CORNER TO APOLLO INVESTMENT PROPERTIES; THENCE WITH THE LINE OF APOLLO INVESTMENT PROPERTIES N 21°50'32" W 82.44' TO A IRON ROD, CORNER TO HT PROPERTIES; THENCE WITH THE LINE OF HT PROPERTIES N 64°16'58" E 170.39' TO A IRON ROD IN THE WESTERLY SIDELINE OF LEBANON DRIVE; THENCE WITH THE WESTERLY SIDELINE OF LEBANON DRIVE, S 23°38'32" E 82.40' TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED JULY 6, 2023, BY HENSON LAND SURVEYS.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/31/2023

PROPERTY INFORMATION

ADDRESS	Parcel 001.00, Parcel 043.00, Lebanon Rd
DISTRICT	14
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Planned Development)
PROPOSED ZONING	PD (Planned Development District)
ACRES	4.46 +/-
EXISTING USE	vacant land
PROPOSED USE	single family development

PETITIONER

ADDRESS 315 Westminster Place, Kingsport, TN

REPRESENTATIVE

PHONE (423) 967-2284

INTENT

To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate future single family development.

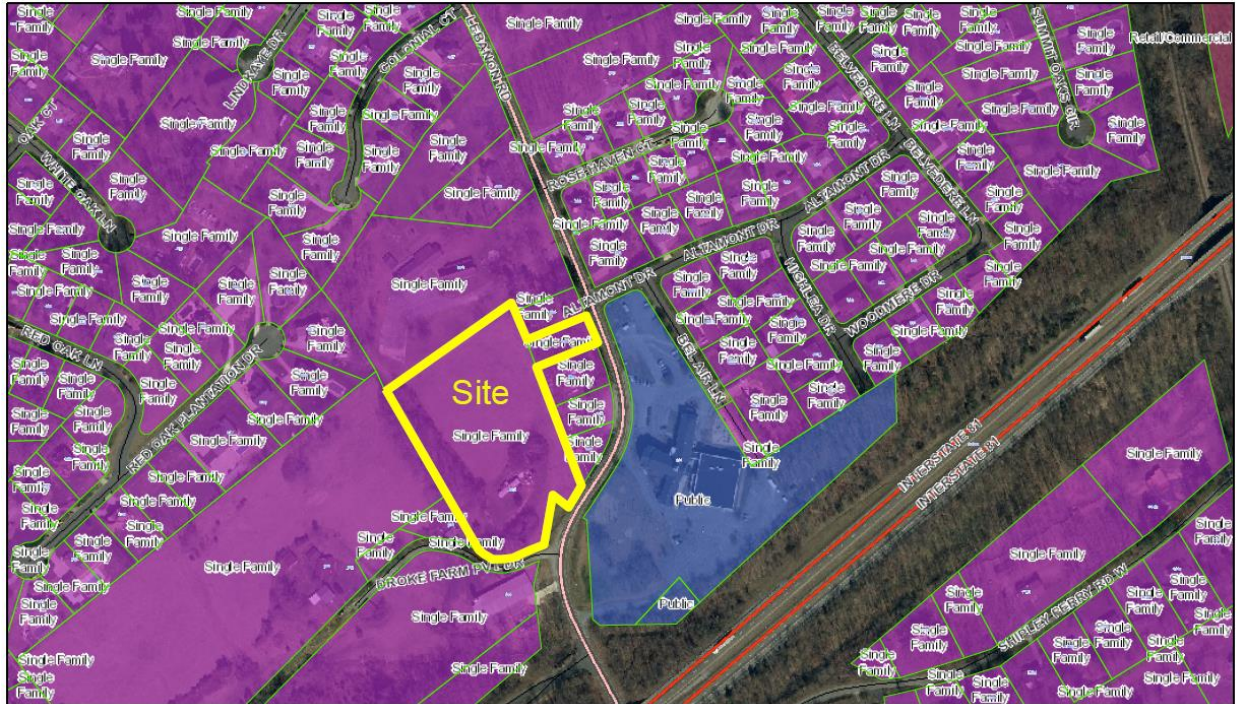
Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030



View from Droke Farm Private Dr.



View from Lebanon Rd.



View from St Christophers Episcopal Church



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City R-1B</u> Use: single family	
East	2	<u>Zone: City R-1B</u> Use: single family	
Southeast	3	<u>Zone: City R-1B</u> Use: church	
South	4	<u>Zone: City R-1B</u> Use: single family	
Southwest	5	<u>Zone: City R-1B</u> Use: single family	

West	6	Zone: City R-1B Use: single family	
Northwest	7	Zone: City R-1B Use: single family	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal is already surrounded by R-1B zoning and it will permit an appropriate use that is suitable for the Future Land Use development.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Abutting property is zoned City R-1B, Residential District.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The PD rezoning proposal does conform to the 2030 Land Use Plan as an appropriate use.

Proposed use: Single family

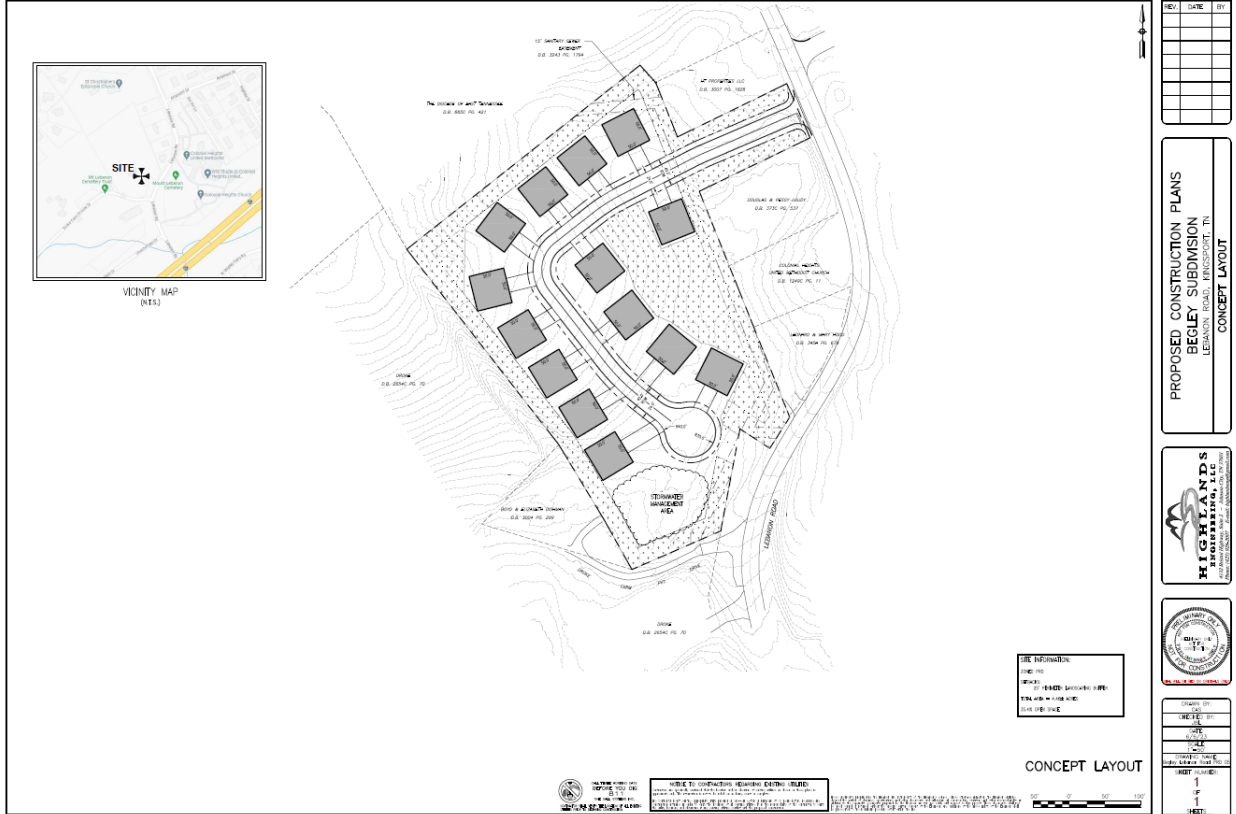
The Future Land Use Plan Map recommends single family.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or**

disapproval of the proposal? The existing conditions support approval of the proposed rezoning, as the surrounding parcels are zoned R-1B, Residential.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site is surrounded by an existing R-1B, Residential District. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the PD zone.

Zoning Development Plan (A Full Size Copy Available For Meeting)



CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1B to PD based upon conformance to the Future Land Use Plan and Policy.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District.

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

Action Form No.: AF-265-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 120, Parcel 3.20, located along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 15.67 acres located along Eastern Star Road and Fordtown Road from the B-3 zone to the R-3 zone. The purpose of the rezoning is to facilitate future multifamily residential development at the rezoning site. Neutral public comment was received on this item by city staff in the field and during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD AND FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Beginning at a new iron pin on the easterly right of way line of Eastern Star Road, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30); thence with the easterly right of way line of Eastern Star Road four calls: N 26°47' E, 133.52' to a new iron pin; N 18°25' E, 53.61' to a highway monument; N 18°25' E, 204.27' to a new iron pin and with a curve to the left with an arc length of 192.92' and a radius of 476.63 to a point on the southerly right of way line of Fordtown Road; thence with the southerly right of way line of Fordtown Road N 61°34' E, 634.42' to an old iron pin, corner to property of Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30); thence with Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30) S 28°33' E, 669.69' to an old iron pin, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30); thence with Breckenridge Village, LLC (Tax Map 120, Parcel 27.30) five calls: S 42°04' W, 818.39' to a new iron pin; N 52°03' W, 159.74' to a new iron pin; N 29°27' W, 161.89' to a new iron pin; N 42°05' W, 103.84' to a new iron pin; and N 83°56' W, 220.11' to the point of beginning, containing 15.67 acres.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 15, 2023 to consider the rezoning of Tax Map 120, parcel 3.20 from the B-3 zoning district to the R-3 zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Beginning at a new iron pin on the easterly right of way line of Eastern Star Road, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30);thence with the easterly right of way line of Eastern Star Road four calls: N 26°47' E, 133.52' to an new iron pin; N 18°25' E, 53.61' to a highway monument; N 18°25' E, 204.27' to an new iron pin and with a curve to the left with an arc length of 192.92' and a radius of 476.63 to a point on the southerly right of way line of Fordtown Road; thence with the southerly right of way line of Fordtown Road N 61°34' E, 634.42' to an old iron pin, corner to property of Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30);thence with Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30) S 28°33' E, 669.69' to an old iron pin, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30); thence with Breckenridge Village, LLC (Tax Map 120, Parcel 27.30) five calls: S 42°04' W, 818.39' to an new iron pin; N 52°03' W, 159.74' to an new iron pin; N 29°27' W, 161.89' to an new iron pin; N 42°05' W, 103.84' to an new iron pin; and N 83°56' W, 220.11' to the point of beginning, containing 15.67 acres.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/31/2023



Rezoning Report

Kingsport Regional Planning Commission

File Number REZONE23-0205

Eastern Star Road Rezoning

Property Information			
Address		Eastern Star Road, Kingsport TN	
Tax Map, Group, Parcel		Tax Map 120 Parcel 003.20	
Civil District		14	
Overlay District		Gateway District	
Land Use Designation		Retail/Commercial	
Acres		15.67 acres +/-	
Existing Use	Vacant land	Existing Zoning	B-3
Proposed Use	Multi-Family units	Proposed Zoning	R-3
Owner /Applicant Information			
Name: Stewart Taylor Address: 1043 Fordtown Road City: Kingsport State: TN Zip Code: 37663 Email: stewart@trieliteholdingsllc.com Phone Number: (423) 612-1013		Intent: <i>To rezone from B-3(Highway Oriented Business District) to R-3(Low Density Apartment District) to accommodate future multifamily development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> • <i>The R-3 rezoning would produce a use similar to that along the adjacent Breckenridge Trace.</i> • <i>The rezoning site is adjacent to an existing R-3, Low Density Apartment District.</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • <i>The rezoning site is currently vacant.</i> • <i>The parcel lies at the intersection of Eastern Star and Fordtown Rd.</i> • <i>Letters were mailed to adjacent property owners within 300' of the rezoning site. No feedback has been received.</i> 			
Planner:	Ken Weems	Date:	June 26, 02023
Planning Commission Action		Meeting Date:	July 27, 2023
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	Parcel 003.20, Eastern Star Road
DISTRICT	14
OVERLAY DISTRICT	Gateway District
EXISTING ZONING	B-3 (Highway Oriented Business District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	15.67 +/-
EXISTING USE	vacant land
PROPOSED USE	multi-family development

PETITIONER

ADDRESS **1043 Fordtown Rd, Kingsport, TN**

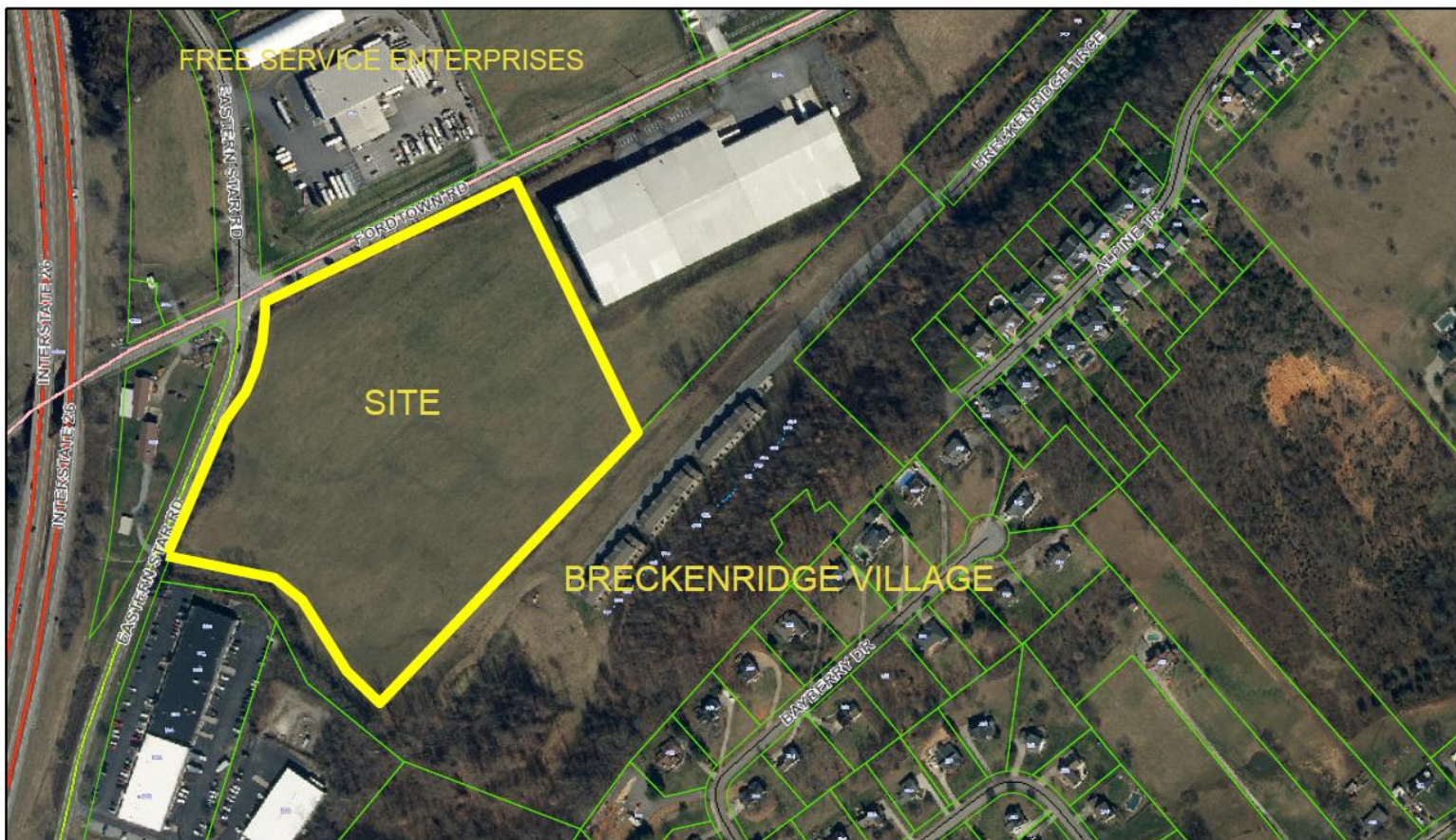
REPRESENTATIVE

PHONE **(423) 612-1013**

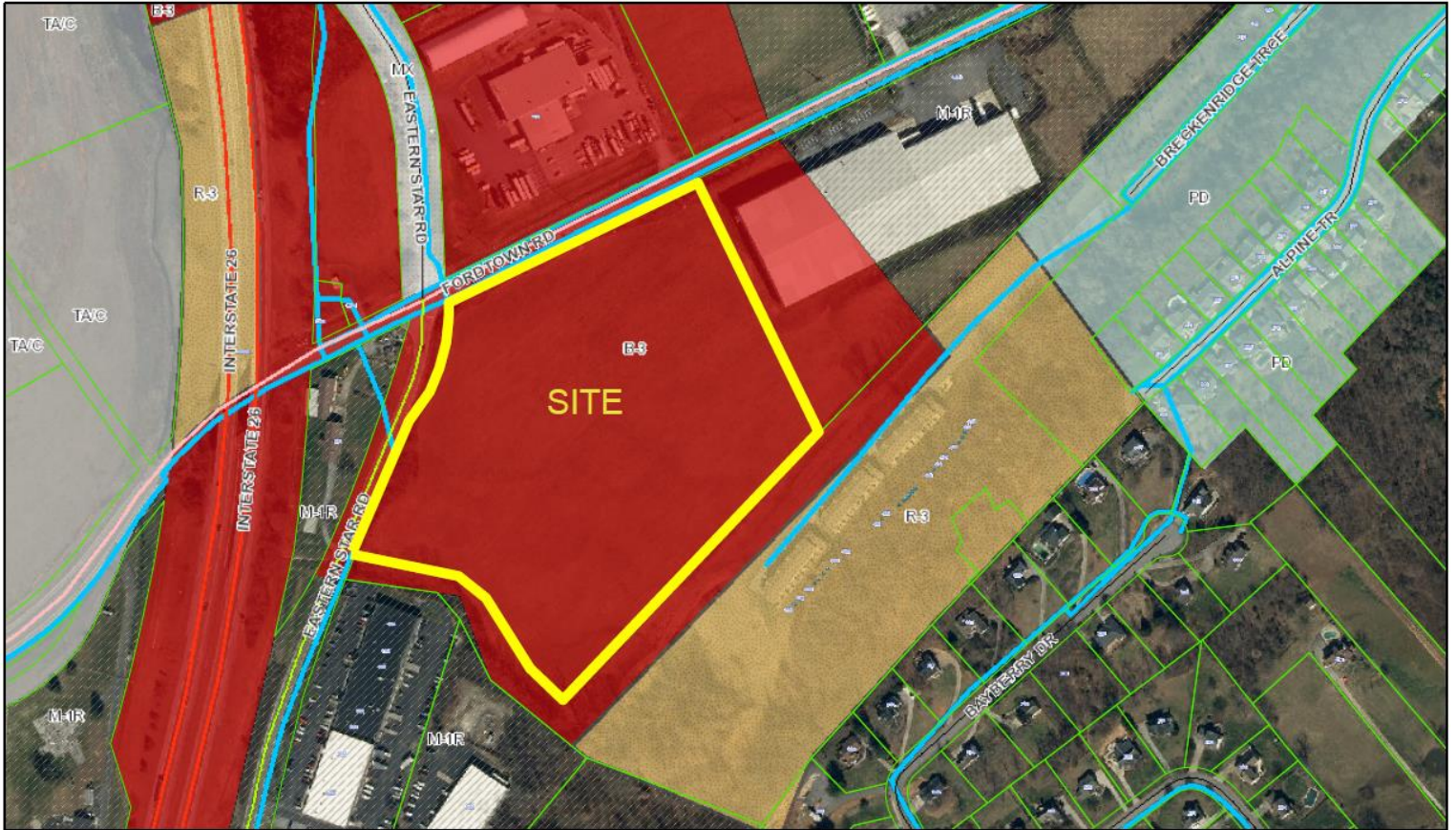
INTENT

To rezone from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) to accommodate future multi-family development.

Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



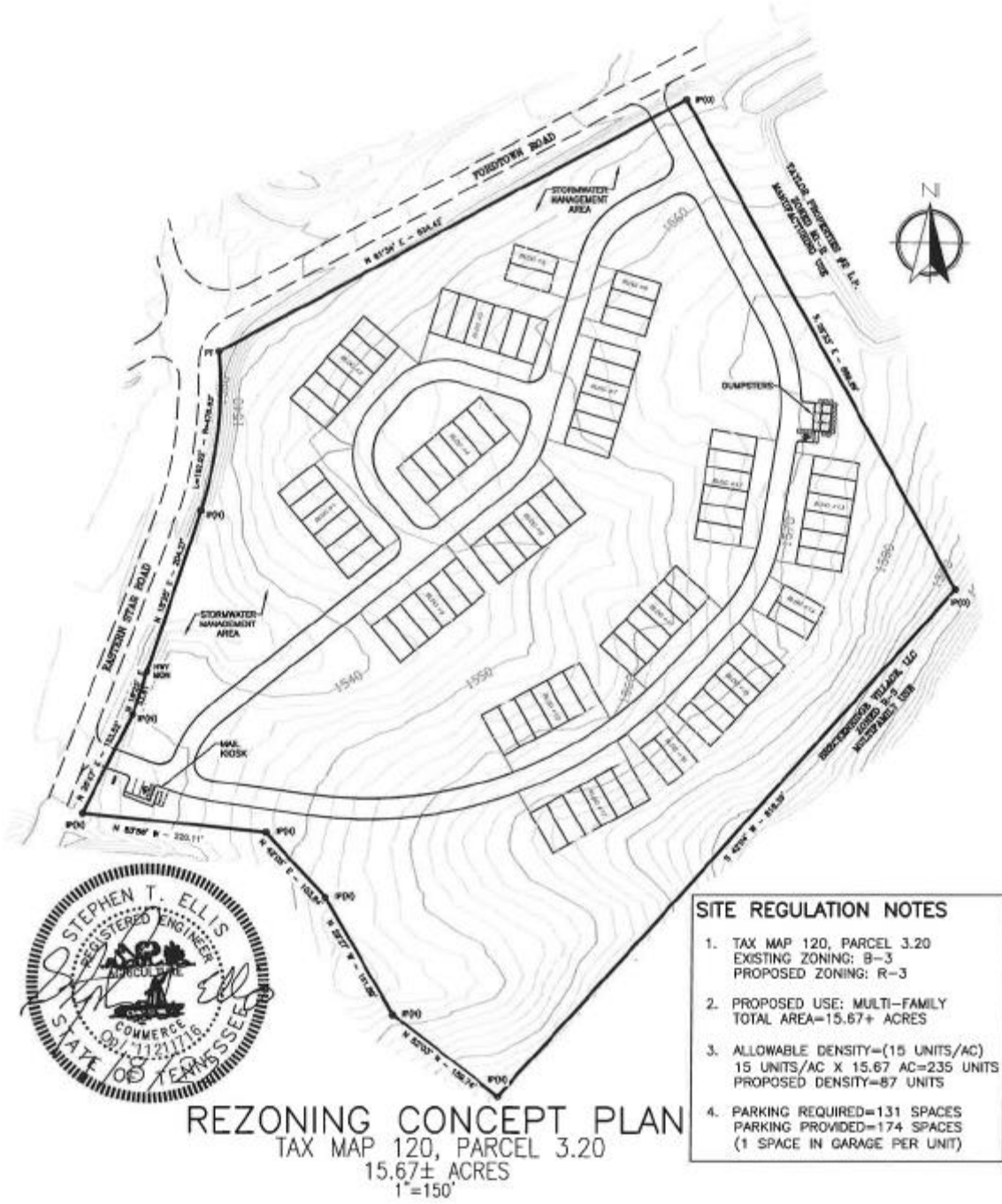
View from Intersection of Eastern Star Rd & Fordtown Rd



View from Fordtown Road



Conceptual Zoning Development Plan



Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on July 27, 2023

Item VIII.2.

EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City B-3</u> Use: business	
East	2	<u>Zone: City B-3</u> Use: business	
Southeast	3	<u>Zone: City R-3</u> Use: multi-family residential	
South	4	<u>Zone: City M-1R</u> Use: vacant	
Southwest	5	<u>Zone: City M-1R</u>	

		Use: business	
West	6	<u>Zone: City M-1R</u> Use: business	
Northwest	7	<u>Zone: City B-3</u> Use: vacant	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal would permit a mixed use for the area, introducing multifamily along both Eastern Star Road and Fordtown Road.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Adjacent property is zoned City R-3.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-3 rezoning proposal does not conform to the 2030 Land Use Plan, however the R-3 proposal for this particular site should serve the area well.

Proposed use: 87 multi-family units

The Future Land Use Plan Map recommends retail/commercial use.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed

rezoning. The location of the parcel requested for rezoning demonstrates a reasonable transition from the B-3, Highway Oriented Business zones to the R-3, Low Density Apartment City, along Breckenridge Trace.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site abuts an existing R-3, Low Density Apartment District and the newly developed Breckenridge Village Townhomes. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the R-3 zone.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from B-3 to R-3 based upon the area trending toward increased residential use and the rezoning site acting as a transition from the existing commercial district to the residential districts of Breckenridge Trace.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District.

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

Action Form No.: AF-266-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 120, Parcel 3.70, located along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 6.3 acres located along Fordtown Road from the B-3 zone and M-1R zone to the R-3 zone. The purpose of the rezoning is to facilitate future multifamily residential development at the rezoning site. Neutral public comment was received on this item by city staff in the field and during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT AND THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (B-3 Portion):

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75); thence with Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75) N 28°18' W, 591.83' to an old iron pin, corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 249.34' to a point on divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R S 22°00' E, 582.37' to a point on the northerly right of way line of Fordtown Road; thence with the northerly right of way line of Fordtown Road S 61°42' W, 185.10' to the point of beginning, containing 2.92 acres.

Tract 2 (M-1R Portion):

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65); thence with the northerly right of way line of Fordtown Road S 61°42' W, 285.37' to the divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R N 22°00' W, 582.37' to a point corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 227.34' to an old iron pin, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65);

thence with Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65) S
27°44' E, 567.06' to the point of beginning, containing 3.37 acres.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 15, 2023 to consider the rezoning of Tax Map 120, parcel 3.70 from the B-3 zoning district and M-1R zoning district to the R-3 zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1, B-3 to R-3:

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75); thence with Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75) N 28°18' W, 591.83' to an old iron pin, corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 249.34' to a point on divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R S 22°00' E, 582.37' to a point on the northerly right of way line of Fordtown Road; thence with the northerly right of way line of Fordtown Road S 61°42' W, 185.10' to the point of beginning, containing 2.92 acres.

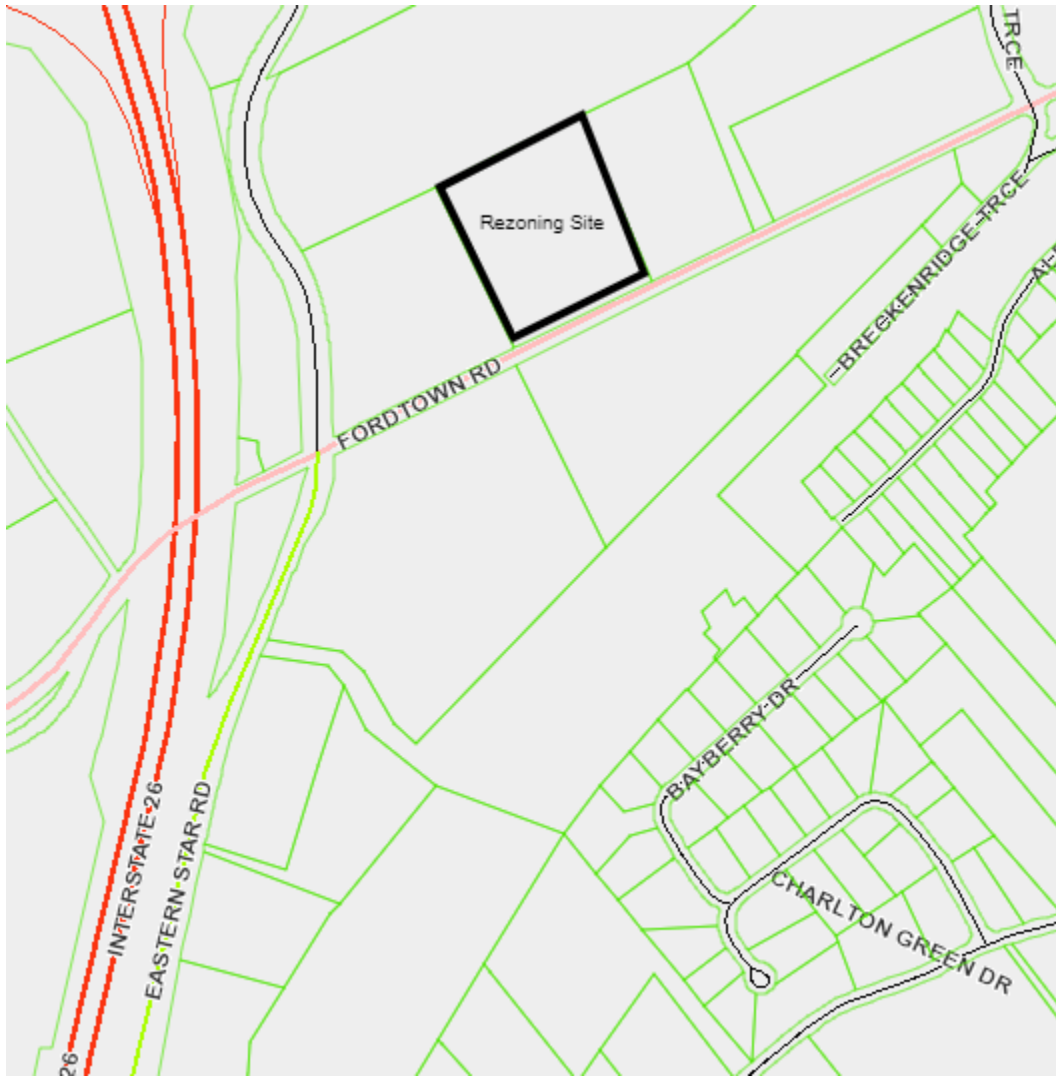
Tract 2, M-1R to R-3:

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65); thence with the northerly right of way line of Fordtown Road S 61°42' W, 285.37' to the divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R N 22°00' W, 582.37' to a point corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 227.34' to an old iron pin, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65); thence with Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65) S 27°44' E, 567.06' to the point of beginning, containing 3.37 acres.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/31/2023



PROPERTY INFORMATION

ADDRESS	Parcel 003.70, Eastern Star Road
DISTRICT	14
OVERLAY DISTRICT	Gateway District
EXISTING ZONING	B-3 (Highway Oriented Business District), M-1R (Light Manufacturing Restricted District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	6.3 +/-
EXISTING USE	vacant land
PROPOSED USE	multi-family development

PETITIONER

ADDRESS 1043 Fordtown Rd, Kingsport, TN

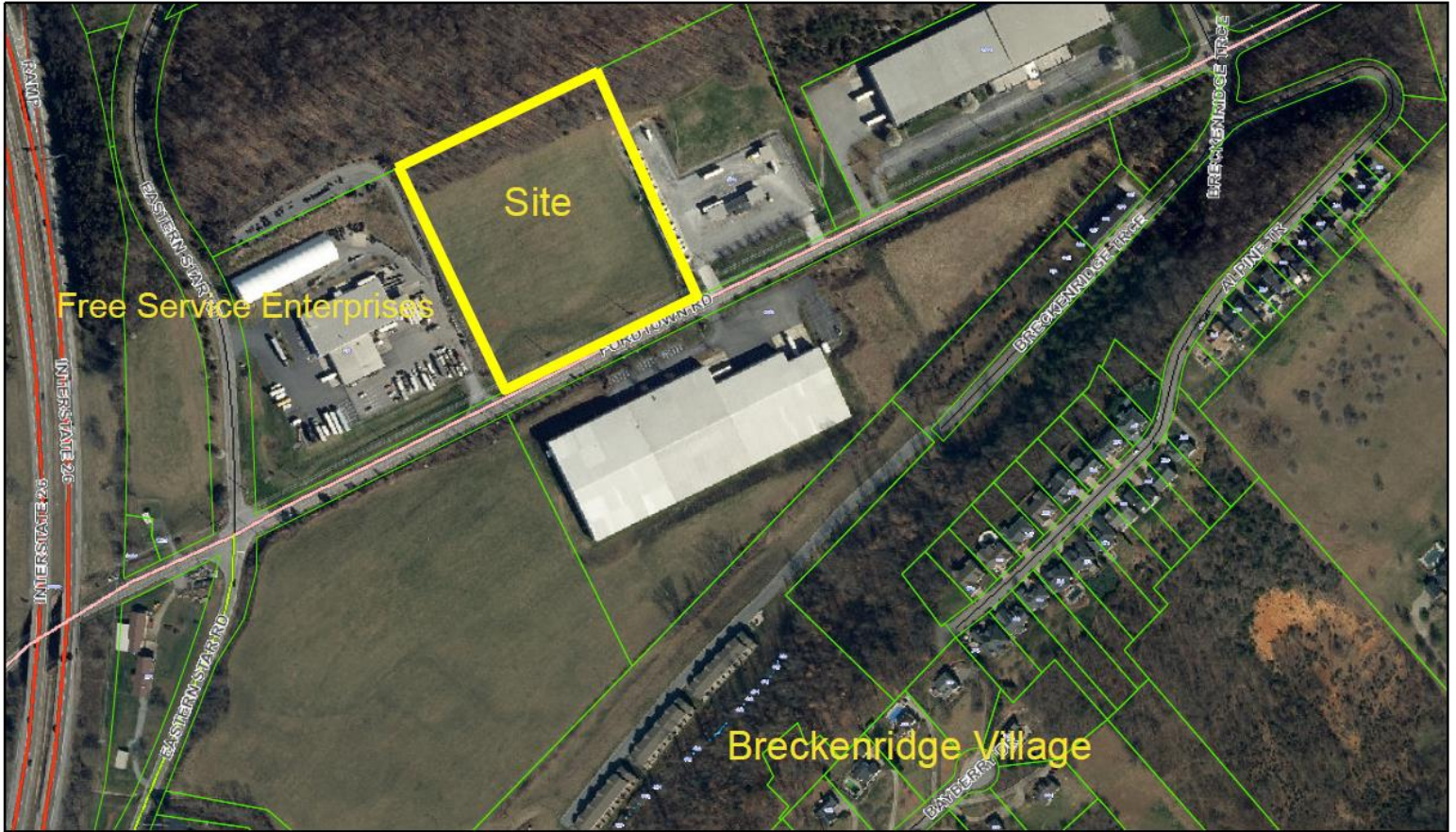
REPRESENTATIVE

PHONE (423) 612-1013

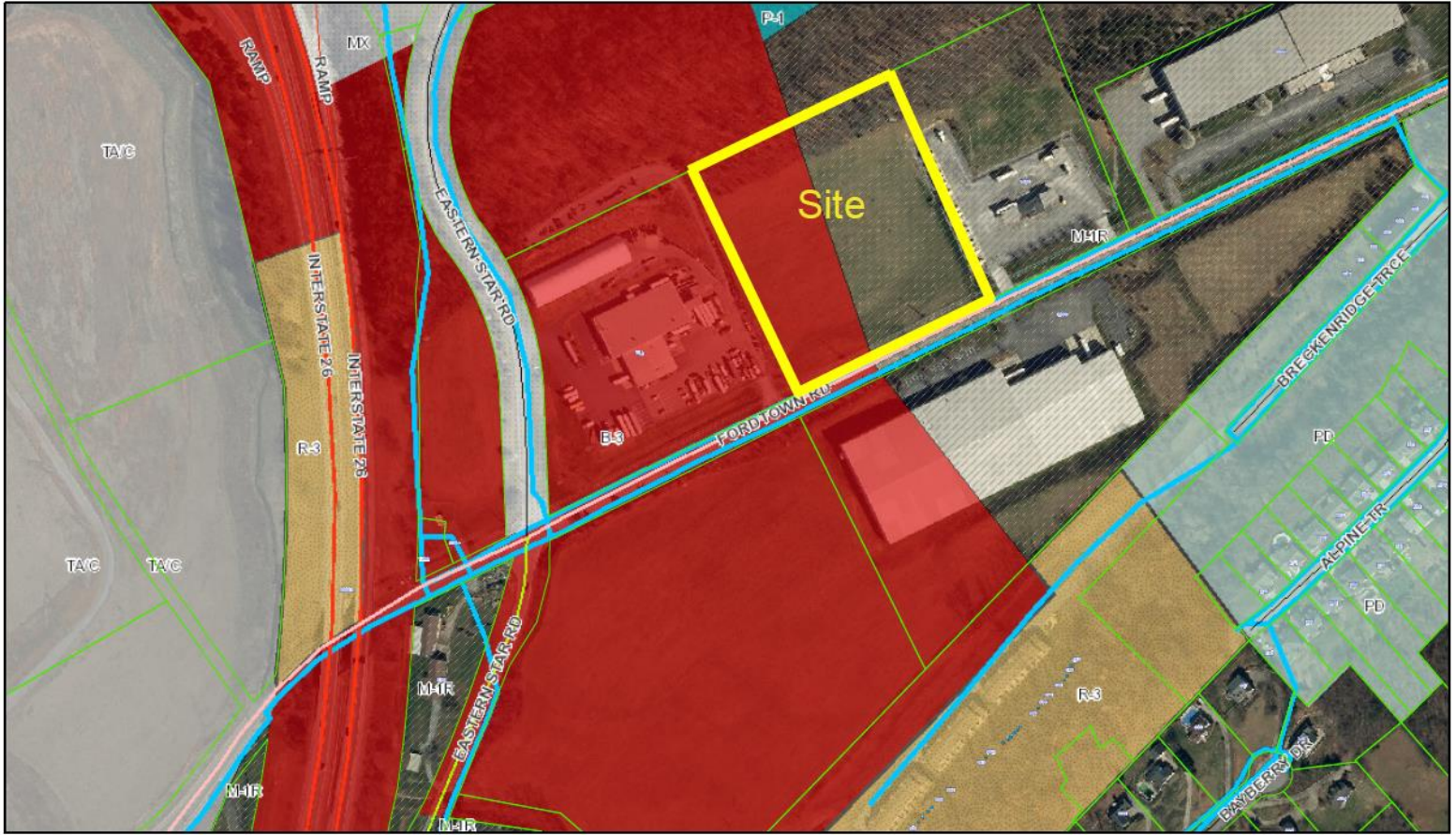
INTENT

To rezone from B-3 (Highway Oriented Business District) and M-1R (Light Manufacturing Restricted District) to R-3 (Low Density Apartment District) to accommodate future multi-family development.

Vicinity Map



Surrounding City Zoning Map



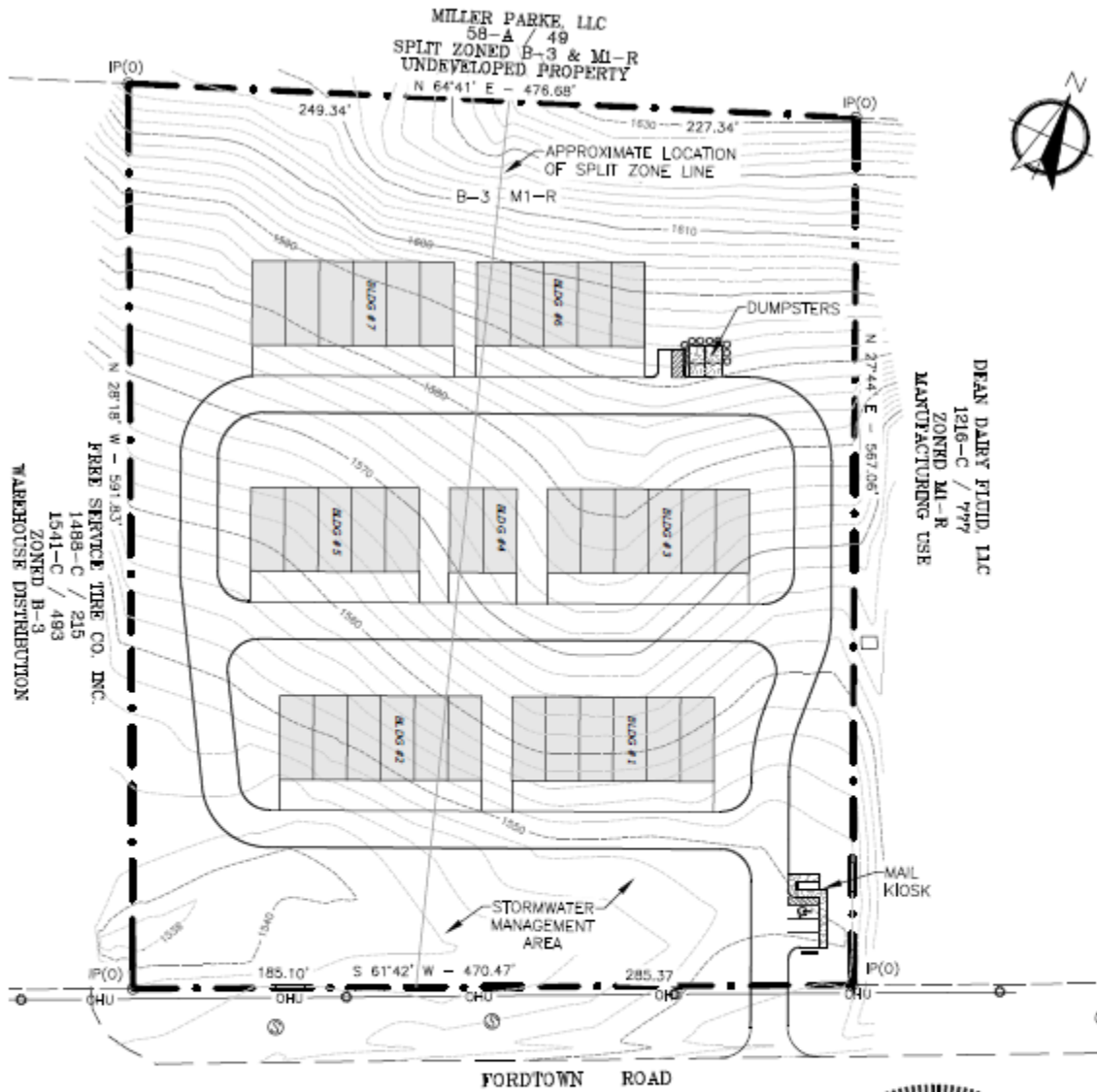
Future Land Use Plan 2030



Aerial



Conceptual Site Plan



SITE SUMMARY	
1. EXISTING ZONING: SPLIT B-3/M-1	PROPOSED ZONING: R-3
2. PROPOSED USE: MULTI-FAMILY	TOTAL AREA=6.3+ ACRES
3. ALLOWABLE DENSITY=(15 UNITS/AC) X (6 AC)=90 UNITS	PROPOSED DENSITY=36 UNITS
4. PARKING REQUIRED=54 SPACES	PARKING PROVIDED=72 SPACES (1 SPACE IN GARAGE PER UNIT)



REZONING CONCEPT PLAN
 TAX MAP 120, PARCEL 3.70
 6.3± ACRES
 1"=100'

View from Fordtown Rd (Right Side of Parcel)



View from Fordtown Rd (Left Side of Parcel)



View Toward Miller Perry



View Toward Tri-Cities Crossing



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City M-1R</u> Use: vacant	
East	2	<u>Zone: City M-1R</u> Use: distributor	
Southeast	3	<u>Zone: City M-1R</u> Use: warehouse and production	
South	4	<u>Zone: City R-3</u> Use: multi-family development	
Southwest	5	<u>Zone: City B-3</u> Use: vacant	

West	6	Zone: City B-3 Use: business	
Northwest	7	Zone: City B-3 Use: vacant	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal would permit a use that fits a trend in the area towards increased residential use. Previous residential use introductions to this area have been successful.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-3 rezoning proposal does not conform to the 2030 Land Use Plan, however the R-3 proposal for this particular site should serve the area well.

Proposed use: 36 multi-family units

The Future Land Use Plan Map recommends industrial.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or**

disapproval of the proposal? The existing conditions support approval of the proposed rezoning.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site is in a part of the city that is experiencing renewed interest in residential development. While inappropriate for a single family residential use, multifamily use is a reasonable use of the rezoning site. Convenient access to the interstate will be appealing to future residents of the site.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from B-3 and M-1R to R-3 based upon the increasing residential trend in the area. Convenient access to the interstate and the future development of the Tri-Cities Crossing will make this a desirable multifamily area.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget.

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

Action Form No.: AF-273-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the ordinance.

Executive Summary:
The Board of Education approved fiscal year 2024 budget amendment number two at their meeting on August 8, 2023. This amendment increases the General Purpose School Fund budget by \$63,585. The estimated revenue for Other Local Revenues is being increased by \$63,585 for a \$60,000 donation received from Andy and Amanda Eidson to replace the D-B marquee and a \$3,585 donation from the Adams PTO to purchase rubber mulch for the Adams playground.

- Attachments:**
- 1. Ordinance
 - 2. BOE Budget Amendment Number Two – FY 2024

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$63,585. The expenditure budget will be amended by increasing the appropriations for Dobyns-Bennett Non-Instructional Equipment by \$60,000 and by increasing the budget for John Adams Non-Instructional Equipment by \$3,585.

Fund 141: General Purpose School Fund

<u>Revenues:</u>		\$	\$	\$
141-0000-369-4990	Other Local Revenue	914,300	63,585	977,885
Totals		914,300	63,585	977,858
<hr/>				
<u>Expenditures:</u>		\$	\$	\$
141-7600-871-0790	D-B Non-Inst Equipment	54,227	60,000	114,227
141-7612-871-0790	Adams Non-Inst Equipment	17,938	3,585	21,523
Totals		72,165	63,585	135,750
<hr/>				

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

August 8, 2023

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2023-2024
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: DONATION

Kingsport City Schools has received a \$60,000 donation from Andy and Amanda Eidson to replace the Dobyms-Bennett marquee.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Dobyms-Bennett Non-Instructional Equipment be increased by \$60,000.

ITEM TWO: JOHN ADAMS PTO DONATION

The John Adams PTO has made a \$3,585 donation for continued improvements to the Johns Adams playground. These funds will be used to purchase rubber mulch.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for John Adams Non-Instructional Equipment be increased by \$3,585.



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-274-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: P. Gilmer/R. Trent
Presentation By: R. McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Phase 2 Sanitary Sewer Lining Project 2022. The attached ordinance authorizes and directs the city attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Phase 2 Sanitary Sewer Lining Project 2022.

Attachments:

1. Project Location Map
2. Ordinance to Condemn

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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Phase 2 Sanitary Sewer Lining Project 2022

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

PATRICK W. SHULL, Mayor

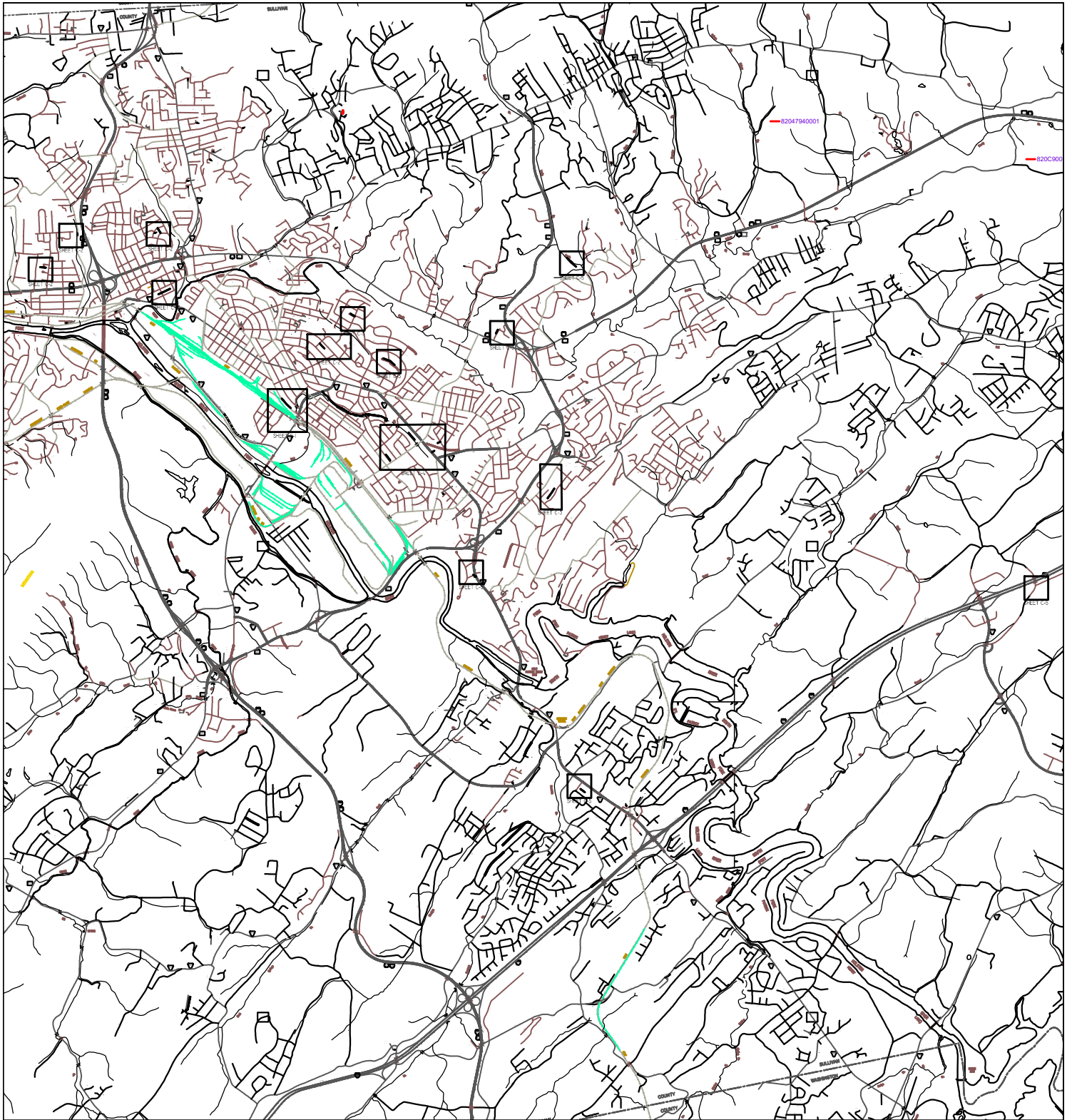
ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



**PHASE 2 SANITARY SEWER
LINING PROJECT 2022**

PROJECT LOCATIONS

2022-23

Item IX2.



AGENDA ACTION FORM

Consideration of an Ordinance Amending Section 6-1 to add the definition of Barrel and to Repeal Section 6-169 in its entirety

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

Action Form No.: AF-216-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: August 15, 2023
Staff Work By: Rowlett
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
In 2018, the State of Tennessee changed its definition of Beer, and the city made a change to the *Kingsport Code of Ordinances* Section 6-1 to conform with state law. Section 6-169 also included a definition of Beer which was not changed to reflect the change in state law.

This Ordinance will amend Section 6-1 of the code to add the definition for Barrel, which is also in Section 6-169, and thereafter repeal Section 6-169 in its entirety.

Attachments:
1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, BY; AMENDING SECTION
6-1 RELATING TO INCLUDING THE DEFINITION OF BARRELL;
TO REPEAL SECTION 6-169 IN ITS ENTIRETY; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 6-1 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to add a definition of Barrel, to read as follows:

Sec. 6-1. Definitions.

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

Barrel means 31 gallons.

SECTION II. That Section 6-169 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby repealed in its entirety.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23

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

Action Form No.: AF-259-2023
Work Session: July 31, 2023
First Reading: August 1, 2023

Final Adoption: August 15, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The Urban Mass Transit Assistance Fund by transferring \$330,848 from the Department of Transportation from the Transit Cares project (FTA022) to the FY19 Operating Grant project (FTA023). It also allocates \$21,390 in ADA Paratransit dollars received in the FY19 Operating Grant (FTA023).

Attachments:

- 1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by transferring \$330,848 from the Transit Cares project (FTA022) to the FY19 Operating Grant project (FTA023) and by increasing the ADA Paratransit line (123-0000-365.21-00) in the FY19 Operating Grant project (FTA023) by \$21,390.

Account Number/Description:

Urban Mass Transit Asst Project Fund: 123

Transit Cares (FTA022)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	2,414,374	2,414,374
123-0000-332.90-00 Department of Transportation	4,433,174	(2,745,222)	1,687,952
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-10 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	906,925	0	906,925
Total:	5,645,099	(330,848)	5,287,446

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,726,727	(223,195)	2,476,727
123-5901-602.10-11 Overtime	153,447	(20,000)	133,447
123-5901-602.10-20 Social Security	207,670	(25,000)	182,670
123-5901-602.10-30 Group Health Insurance	356,475	0	356,475
123-5901-602.10-41 TCRS Retirement	211,412	(20,000)	191,412
123-5901-602.10-42 TCRS Hybrid Retirement	29,981	0	29,981
123-5901-602.10-43 ICMA Retirement	111,741	(35,000)	76,741
123-5901-602.10-50 Life Insurance	4,942	0	4,942
123-5901-602.10-52 Long Term Disability Ins	4,991	0	4,991
123-5901-602.10-60 Workmen's Compensation	7,770	(3,996)	3,774
123-5901-602.10-61 Unemployment Insurance	4,000	0	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	29,250	0	29,250
123-5901-602.20-20 Professional/Consultant	61,400	0	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	71,200	(20,000)	51,200
123-5901-602.20-33 Water & Sewer	6,000	143	6,143
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	9,267	0	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400
123-5901-602.20-41 Registration Fees/Tuition	7,800	0	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43 Dues & Memberships	40,500	(15,000)	25,500
123-5901-602.20-44 Literature/Subscriptions	6,300	0	6,300
123-5901-602.20-45 Training	7,800	0	7,800

123-5901-602.20-52 Medical Services	2,100	0	2,100
123-5901-602.20-54 Equipment Rental	21,686	0	21,686
123-5901-602.20-55 Repairs & Maintenance	56,400	(12,000)	44,400
123-5901-602.20-56 Repairs & Maint-Vehicles	985,000	0	985,000
123-5901-602.20-69 Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75 Temporary Employees	11,600	0	11,600
123-5901-602.20-99 Miscellaneous	347,004	10,705	357,709
123-5901-602.30-10 Office Supplies	13,500	0	13,500
123-5901-602.30-11 Postage	1,500	1,126	2,626
123-5901-602.30-12 Food	3,300	0	3,300
123-5901-602.30-20 Operating Supplies & Tool	23,100	3,046	26,146
123-5901-602.30-22 Maintenance Supplies	18,200	16,414	34,614
123-5901-602.30-26 Sign Parts & Supplies	3,900	9,509	13,409
123-5901-602.30-29 Clothing & Uniforms	15,600	2,400	18,000
123-5901-602.30-44 Motor Pool Charges	1,200	0	1,200
123-5901-602.30-68 Covid-19	7,729	0	7,729
123-5901-602.40-68 Covid-19	7,690	0	7,690
123-5901-602.50-10 Buildings	6,180	0	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	12,500	0	12,500
Total:	5,645,099	(330,848)	5,287,446

FY19 Operating Grant (FTA023)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	907,800	0	907,800
123-0000-332.90-00 Department of Transportation	408,900	330,848	766,553
123-0000-365.20-09 Bus Fares TN-90-X150	82,000	0	82,000
123-0000-365.21-00 ADA Paratransit	0	21,390	21,390
123-0000-368.15-00 Rental of Land & Building	49,000	0	49,000
123-0000-391.01-00 From General Fund	408,900	0	408,900
Total:	1,856,600	352,238	2,235,643

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	847,937	189,168	1,063,910
123-5901-602.10-11 Overtime	33,000	27,070	60,070
123-5901-602.10-20 Social Security	65,164	12,453	77,617
123-5901-602.10-30 Group Health Insurance	97,500	112,490	209,990
123-5901-602.10-40 Retirement	82,300	(82,300)	0
123-5901-602.10-41 TCRS Retirement	0	101,731	101,731
123-5901-602.10-42 TCRS Hybrid Retirement	0	12,712	12,712
123-5901-602.10-43 ICMA Retirement	0	32,731	32,731
123-5901-602.10-50 Life Insurance	1,235	1,489	2,724
123-5901-602.10-52 Long Term Disability Ins	1,871	0	1,871
123-5901-602.10-60 Workmen's Compensation	31,363	(20,362)	11,001
123-5901-602.10-61 Unemployment Insurance	1,130	3,111	4,241
123-5901-602.20-10 Advertising & Publication	3,000	(1,977)	1,023
123-5901-602.20-11 Printing & Binding	7,000	(1,720)	5,280
123-5901-602.20-20 Professional/Consultant	46,000	(45,979)	21
123-5901-602.20-21 Accounting & Auditing	3,000	(3,000)	0
123-5901-602.20-30 Electric Service	8,000	12,705	20,705

123-5901-602.20-33 Water & Sewer	3,000	913	3,913
123-5901-602.20-34 Telephone	8,000	(4,535)	3,465
123-5901-602.20-36 Natural Gas	3,000	1,044	4,044
123-5901-602.20-40 Travel Expense	9,000	7,149	16,149
123-5901-602.20-41 Registration Fees/Tuition	4,000	170	4,170
123-5901-602.20-42 Personal Vehicle Reimburs	300	(300)	0
123-5901-602.20-43 Dues & Memberships	7,000	(5,050)	1,950
123-5901-602.20-44 Literature/Subscriptions	1,000	106	1,106
123-5901-602.20-45 Training	4,000	(930)	3,070
123-5901-602.20-52 Medical Services	1,000	(244)	756
123-5901-602.20-54 Equipment Rental	5,000	696	5,696
123-5901-602.20-55 Repairs & Maintenance	76,200	(69,230)	6,970
123-5901-602.20-56 Repairs & Maint-Vehicles	200,000	141,054	341,054
123-5901-602.20-57 Computer Repairs/Mainten	0	2,015	2,015
123-5901-602.20-68 Covid-19	0	20,862	20,862
123-5901-602.20-69 Stormwater Fee Expense	300	1,143	1,443
123-5901-602.20-75 Temporary Employees	19,000	(11,710)	7,290
123-5901-602.20-99 Miscellaneous	90,000	59,582	149,582
123-5901-602.30-10 Office Supplies	7,000	(1,438)	5,562
123-5901-602.30-11 Postage	700	(250)	450
123-5901-602.30-12 Food	1,600	1,528	3,128
123-5901-602.30-20 Operating Supplies & Tool	12,000	(4,430)	7,570
123-5901-602.30-22 Maintenance Supplies	8,400	9,875	18,275
123-5901-602.30-26 Sign Parts & Supplies	2,000	(1,731)	269
123-5901-602.30-29 Clothing & Uniforms	8,000	(3,175)	4,825
123-5901-602.30-44 Motor Pool Charges	600	(600)	0
123-5901-602.30-68 Covid-19	0	9,630	9,630
123-5901-602.50-10 Buildings	3,000	(3,000)	0
123-5901-602.50-26 Vehicle Ins Chgd by FLM	4,000	2,772	6,772
123-5902-602.20-56 Repairs & Maint-Vehicles	150,000	(150,000)	0
Total:	1,856,600	352,238	2,235,643

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

Item X1.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24

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

Action Form No.: AF-261-2023
Work Session: July 31, 2023
First Reading: August 1, 2023

Final Adoption: August 15, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The General Projects-Special Revenue Fund is being amended by accepting a grant from the Tennessee Arts Commission in the amount of \$12,400 to the TAC Creative Partner Grant project (NC2404).

The Sewer Project Fund is being amended by moving \$3,610,000 from the Sewer I&I Rehab project (SW2203) to the I&I Upg-Garden/Industry Dr project (SW2306).

Attachments:

- 1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE AND SEWER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be amended by accepting a grant from the Tennessee Arts Commission to the TAC Creative Partner Grant project (NC2404) in the amount of \$12,400.

SECTION II. That the Sewer Project Fund be amended by transferring \$3,610,000 from the Sewer I&I Rehab project (SW2203) to the I&I Upg-Garden/Industry Dr project (SW2306).

Account Number/Description:

General Projects-Special Revenue Fund (111)

TAC Creative Partner Grant (NC2404)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	0	12,400	12,400
Total:	0	12,400	12,400

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	12,400	12,400
Total:	0	12,400	12,400

Account Number/Description:

Sewer Project Fund: 452

Sewer I&I Rehab (SW2203)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	1,246,650	(1,246,650)	0
452-0000-391.05-47 Series 2017 B GO Bonds	34	0	34
452-0000-391.05-69 GO Bonds Series 2021	2,661,599	(2,363,350)	298,249
452-0000-391.42-00 From Sewer Fund	198,477	0	198,477
Total:	4,106,760	(3,610,000)	496,760

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	500,000	(499,885)	115
452-0000-606.90-01 Land	40,000	420,024	460,024
452-0000-606.90-03 Improvements	3,566,760	(3,530,139)	36,621
Total:	4,106,760	(3,610,000)	496,760

I&I Upg-Garden/Industry Dr (SW2306)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	0	1,246,650	1,246,650
452-0000-391.05-69 GO Bonds Series 2021	0	2,363,350	2,363,350
<i>Totals:</i>	0	3,610,000	3,610,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	0	357,800	357,800
452-0000-606.90-03 Improvements	0	3,252,200	3,252,200
<i>Totals:</i>	0	3,610,000	3,610,000

SECTION III. 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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign An Amendment to an Agreement with Central Square Technologies for Software Products

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

Action Form No.: AF-272-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: August 15, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department entered a Software License and Service Agreement with Central Square Technologies on December 16, 2020. This agreement was presented and signed by Mayor Patrick Shull on December 21, 2020, and Central Square’s Chief Customer Officer, David Gai, on December 22, 2020.

Since the execution of this agreement, Central Square Technologies has been unable to provide specific modules necessary for full implementation of the original software package. Therefore, the project team has negotiated a change in the deliverables from Central Square, and the subsequent cost has been altered. The attached change order outlines the changes and new costs associated with the changes.

Funds still remain in the original project account GP2103 which will be used for completion of the purchase.

- Attachments:**
1. Resolution
2. Central Square Change Order

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR CHANGES IN DELIVERABLES FOR THE KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

WHEREAS, on December 15, 2020, by Resolution No.: 2021-113, the board approved an agreement with Central Square Technologies to install software to convert TriTech Vision to the Central Square Pro Suite; and

WHEREAS, since the execution of the Agreement, specific software modules have not been made available for full implementation of the software package; and

WHEREAS, the project team has negotiated a change in the deliverables from Central Square Technologies, which also resulted in a cost change; and

WHEREAS, funds still remain in the original project account GP2013 which will be used for completion of the purchase.

Now therefore,

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

SECTION I. That Amendment One to the Agreement with Central Square is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a change order to the agreement with Central Square, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution; said agreement being generally as follows:

**AMENDMENT ONE TO
AGREEMENT BETWEEN THE CITY OF KINGSPORT TENNESSEE AND CENTRALSQUARE
TECHNOLOGIES, LLC**

This Amendment One (this "Amendment") to the Agreement between the City of Kingsport, TN on behalf of the Kingsport Police Department ("Customer") and CentralSquare Technologies, LLC ("CentralSquare") with an effective date of December 16, 2020, ("Agreement") is entered into and effective as of the last date of signature below ("Effective Date"). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and Contractor may be referenced as each a "Party", and together "Parties."

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

a. Customer and CentralSquare acknowledge and agree that the following items are removed from the agreement including all related payments, services, implementation, and support obligations:

- i. Administration
- ii. Jail Extend
- iii. Mobile Records
- iv. Records (Core + Advanced)
- v. Personal (Advanced)
- vi. Portal
- vii. Field Ops
- viii. CDP
- ix. Citizen Reporting
- x. Records – TN Crime Reporting interface
- xi. Records – N-DEx adapter interface
- xii. Mapping – TAIP AVL interface
- xiii. VisionAir Records Data Conversion
- xiv. HTE Records Data Conversion
- xv. Watson RMS Data Conversion
- xvi. Pro Suite eCitations
- xvii. Records OmniCourt interface
- xviii. Pro Suite Accident Reporting
- xix. Records TN TITAN Accident Reporting interface
- xx. Mugshot Camera Package (Canon EOS Rebel) Hardware
- xxi. Barcode Scanner and Printer Pack (Wasp) Hardware
- xxii. Wristband Printer, Laminator & Scanner Package (Primera, Wasp) Hardware

b. Exhibit C, Payment Schedule, of the Agreement is hereby modified to account for the removal of these items and provide updated payment terms accordingly as detailed by Attachment 1 of this Amendment.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

c. This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

a. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

b. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

[Acknowledgements and Exhibits 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 that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 1st day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AMENDMENT ONE TO
AGREEMENT BETWEEN THE CITY OF KINGSPORT TENNESSEE AND
CENTRALSQUARE TECHNOLOGIES, LLC

This Amendment One (this “Amendment”) to the Agreement between the City of Kingsport, TN on behalf of the Kingsport Police Department (“Customer”) and CentralSquare Technologies, LLC (“CentralSquare”) with an effective date of December 16, 2020 (“Agreement”) is entered into and effective as of the last date of signature below (“Effective Date”). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and Contractor may be referenced as each a “Party”, and together “Parties”.

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

(a) Customer and CentralSquare acknowledge and agree that the following items are removed from the agreement including all related payments, services, implementation, and support obligations:

- (i) Administration
- (ii) Jail Extend
- (iii) Mobile Records
- (iv) Records (Core + Advanced)
- (v) Personal (Advanced)
- (vi) Portal
- (vii) Field Ops
- (viii) CDP
- (ix) Citizen Reporting

- (x) Records – TN Crime Reporting interface
- (xi) Records – N-DEx adapter interface
- (xii) Mapping – TAIP AVL interface
- (xiii) VisionAir Records Data Conversion
- (xiv) HTE Records Data Conversion
- (xv) Watson RMS Data Conversion
- (xvi) Pro Suite eCitations
- (xvii) Records OmniCourt interface
- (xviii) Pro Suite Accident Reporting
- (xix) Records TN TITAN Accident Reporting interface
- (xx) Mugshot Camera Package (Canon EOS Rebel) Hardware
- (xxi) Barcode Scanner and Printer Pack (Wasp) Hardware
- (xxii) Wristband Printer, Laminator & Scanner Package (Primera, Wasp) Hardware

(b) Exhibit C, Payment Schedule, of the Agreement is hereby modified to account for the removal of these items and provide updated payment terms accordingly as detailed by Attachment 1 of this Amendment.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

CITY OF KINGSPORT, TN

**CENTRALSQUARE
TECHNOLOGIES, LLC**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT 1

The following revised payment schedule accounts for \$277,316.94 being removed from the project and includes a credit in the amount of \$135,418.47 applied to the Completion of BPR Milestone.

Services due upon Completion of BPR	\$8,810.78
Services due upon Go Live	\$96,152.82
Services due upon completion of Services detailed in Quote#34621	\$150.00

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$87,931.65 and an annual subscription fee of \$8,977.50 will be due. Thereafter, the annual maintenance and subscription fees shall increase by an amount not to exceed 5% from the prior year.

Item X11.



AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 2023 Hamm HD 8 VV from Sourcewell Contract

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

Action Form No.: AF-263-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase One (1) 2023 Hamm HD 8 VV from Power Equipment utilizing Sourcewell Cooperative Purchasing Agreement #060122-WAI for use by Public Works Department. The delivery from the dealership to the agency is included in the total price of \$55,104.21. The estimated delivery date is 3-4 months after purchase order is received.

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

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

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

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

Item XI2.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO POWER EQUIPMENT COMPANY FOR THE PURCHASE OF A 2023 HAMM HD 8 VV THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 060122-WAI

WHEREAS, staff recommends the purchase of a 2023 Hamm HD 8 VV from Power Equipment Company, utilizing a Sourcewell Cooperative Purchase Agreement No.: 060122-WAI, for use by the public works department; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase equipment directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Power Equipment company in the amount of \$55,104.21; and

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

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Meade Equipment, LLC for the purchase of a 2023 Hamm HD 8 VV, utilizing Sourcewell Agreement No.: 060122-WAI, for use by the public works department at the landfill, in the amount of \$55,104.21.00.

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

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

ADOPTED this the 1st day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: July 25, 2023
Re: Fleet Replacement of 1680 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of Public Works unit 1680 utilizing the Sourcewell Cooperative pricing total of \$55,104.21. The unit bid and awarded by Sourcewell meets the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract # 060122-WAI allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Contract is attached. Delivery should be within 3-4 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2023 HAMM HD 8 VV	POWER EQUIPMENT	N/A

These unit will be a Fleet Replacement

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

The Sourcewell offerings were reviewed by Chris Manis and he is in agreement with this recommendation.

Fuel Economy Improvement

00%

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

Sourcewell Contract Number: 060122

Replacement

1680 2005 INGERSOLL- RAND ROLLER

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

Thank you.



RENTALS

SALES

CERTIFIED RENTAL

PARTS

SERVICE

Knoxville, TN

3300 Dozer Lane
 Knoxville, TN 37920
 (865) 577-5563

Nashville, TN

320 Waldron Rd.
 LaVergne, TN 37086
 (615) 213-0900

Kingsport, TN

1487 Rock Springs Road
 Kingsport, TN 37664
 (423) 349-6111

Chattanooga, TN

4295 Bonny Oaks Drive
 Chattanooga, TN 37406
 (423) 894-1870

Memphis, TN

3050 Ferrell Park Cove
 Memphis, TN 38116-3502
 (901) 346-9800

Tupelo, MS

1545 Highway 45
 Slatton, MS 38866
 (662) 869-0283

Little Rock, AR

2801 W 65th St
 Little Rock, AR 72209
 (501) 823-4400

Springdale, AR

781 E Randall Wobbe Lane
 Springdale, AR 72764
 (479) 927-1672

City of Kingsport

HAMM HD 10 VV

Prepared By: Ryan Murphy

EXCAVATORS
 CRAWLER DOZERS

ARTICULATED TRUCKS
 WHEEL LOADERS

KOMATSU®

RIGID FRAME TRUCKS
 MOTOR GRADERS

SHOVELS
 MINI EXCAVATORS

INTELLIGENT DOZERS



INTELLIGENT EXCAVATORS



WIRTMEN
 GROUP



WIRTMEN



VÖGELE



HAMM



KLEEMANN

TAKEUCHI

SENEBOGEN

ETNYRE
 EPIROC
 TERRAMAC
 ROTOBEC

FECON
 BROCE BROOM
 MONTABERT
 SOLESBEE

KOMATSU FOREST
 FELLING TRAILERS
 GENESIS

LEEBOY
 CSI
 HYDREEMA
 BARKO

HENSLEY
 QUADCO
 ROCKLAND
 JRB

Item X12.



Power Equipment Company
 1487 Rock Springs Road
 Kingsport TN 37664
 Phone
 www.powerequipco.com

Construction, Mining, & Forestry Equipment Sales, Parts, Service and **Certified Rental**

7/18/2023
 Quote #: ryanm-1888

City of Kingsport
 225 W Center St
 Kingsport TN 37660

Dear Chris Manis,

Power Equipment Company appreciates the opportunity to submit the following quotation for your review. As an established supplier of construction, mining, forestry and material handling equipment since 1946, we take this opportunity very seriously. We believe we can accomplish our mutual objectives of bringing economics and cost reduction to your organization. Every effort has been made to include the specifications needed for your application, however, we encourage a close review and dialogue to assure you are satisfied this machine meets your needs.

HAMM HD 8 VV

Configuration

NEW HD10VV DOUBLE DRUM ROLLER WITH ALL STANDARD EQUIPMENT, ROTATING BEACON, HARD COPY PARTS MANUAL

Machine Sales Price On Sourcewell Contract Number 060122 **\$55,104.21**

Pricing Summary

Sell Price \$55,104.21
 Trade

Net Selling Price(plus any applicable taxes,UCC1 & Doc Fees) **\$55,104.21**

Warranty

New Machine Warranty 2 Years or 2000 Hours

Options (Not Included in Pricing)

NOTE: No price, terms or descriptions in this proposal shall supersede any published terms and conditions of a fully executed Purchase Contract. Terms of sales are subject to credit approval and subject to prior sale. Finance rates determined at time of delivery.

Thank you for the opportunity to submit this proposal, which will remain valid for 30 days. Price is subject to availability and does not include applicable taxes. Should you have any questions, please feel free to contact us. We look forward to earning your business!

Respectfully,

 Ryan Murphy
 Sales Representative
 276-275-0921

Item XI2.

**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wirtgen America, Incorporated, 6030 Dana Way, Antioch, TN 37013 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and 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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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.

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.
 - 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.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products 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 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 primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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 an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

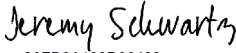
22. CANCELLATION

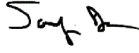
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Wirtgen America, Incorporated

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 12:58 PM CDT

DocuSigned by:

By: 870139758F27469...
Sandy Draper
Title: Director-Inside Sales Operations
Date: 8/10/2022 | 11:54 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/10/2022 | 1:57 PM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: Wirtgen America, Inc.
6030 Dana Way
Address: Antioch, TN 37013
Contact: Melanie Braband
Email: melanie.braband@wirtgen-group.com
Phone: 615-598-4892
HST#: 62-1250621

Submission Details

Created On: Monday May 23, 2022 13:59:36
Submitted On: Wednesday June 01, 2022 15:36:50
Submitted By: Melanie Braband
Email: melanie.braband@wirtgen-group.com
Transaction #: e407d577-ebe1-4767-a7b1-84d61f533dd1
Submitter's IP Address: 216.170.179.162

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")	Wirtgen America, Incorporated
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	6030 Dana Way Antioch, TN 37013
6	Proposer website address (or addresses):	www.wirtgen-group.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):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 Sandy.Draper@wirtgen-group.com Tel.: 615-477-8046
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melanie Braband, Contract Administrator, 6030 Dana Way Antioch, TN 37013 E-Mail: Melanie.Braband@wirtgen-group.com Phone #: 615-598-4892
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 E-Mail: Sandy.Draper@wirtgen-group.com Phone #: 615 477 8046

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>In 1985 Wirtgen America was founded in Nashville, TN with a rented office and a small warehouse space with less than 10,000 sq. ft. combined.</p> <p>In 1989, Wirtgen America moved to their second location in Nashville, where we purchased office and warehouse space, and expanded in 1994/1995 adding a shop to work on larger machines.</p> <p>In 2000, Wirtgen moved a third and final time, settling in Antioch, TN at our 6030 Dana Way address. We had an initial purchase of 8 acres of land at 6030 Dana Way, and constructed a new facility with 75,000 sq ft consisting of 10,000 sq ft office space, 10,000 sq ft shop, and 55,000 sq ft warehouse space.</p> <p>In 2008, we opened the Reinhard Wirtgen Learning Center at 6040 Dana Way with 20,000 sq ft training facility, hosting 4 classrooms & labs, 70-seat cafeteria, and a training shop. We also acquired additional 23 acres of land for a later expansion.</p> <p>In 2012, 6030 Dana Way expanded to 130,000 sq ft facility, +8,000 sq ft shop, and 37,000 sq ft warehouse space. This brought our Total areal to 36 acres and 150,000 sq ft area under roof (incl. Training Center).</p> <p>In 2013, we expanded further, with an additional 10,000 sq ft office space, a remodel of the existing 20,000 sq ft. and we doubled employee seating capacity.</p> <p>In 2017, Wirtgen America invested \$4 million for the expansion of the Center for Training & Technology (CTT) at 6040 Dana Way. We added 20,000 sq ft (= doubling the space), expanded to two stories and built in a total of 11 classrooms and 180-seat cafeteria.</p> <p>The Wirtgen Group was acquired by Deere & Company in December 2017. We are now a John Deere Company. United, we form one of the biggest players in the construction equipment industry and complement one another product line perfectly.</p> <p>Wirtgen America and its dealer network offer a broad range of services tailored to the customer's individual requirements for all areas of road construction, as well as the mining and processing of minerals. With passion and know-how, our experienced team ensures success every single day.</p> <p>Market-leading products, excellent service, and tried and tested quality standards give the confidence needed in their competitive environment. The WIRTGEN GROUP's successful long-standing brands keeps the customers safely on the road of success.</p> <p>Wirtgen America is located in the middle of North America. We offer our world-renowned service at more than 250 locations, operated by our 34 dealers families located all over the United States and Canada with locations in every state and province. And our dealer network does more than just sell the high quality WIRTGEN GROUP products: The delivery of one of our machines marks the beginning of a long-standing partnership. Our dealer network puts the machines, parts and service expertise close to our customers. Our dealers can always rely on the specialists of Wirtgen America with the strong background of the four specialized brand headquarters.</p> <p>Wirtgen's number 1 objective is to always be close to our customers.</p>
11	What are your company's expectations in the event of an award?	<p>We look forward to continuing a very collaborative and positive relationship with Sourcewell and its members, as well as building new relationships, while going above and beyond to supply each buying agency's equipment needs with state of the art products and superior customer service.</p>
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.	<p>Upload supporting documents (as applicable) in the document upload section of your response.</p> <p>Please see the 2021 Annual Report attached.</p>
13	What is your US market share for the solutions that you are proposing?	<ul style="list-style-type: none"> • Mills 80.1% • Stabilizers 58.1% • Vögele 34.2% • Vögele Commercial 4% • Hamm 18.2% • Kleemann Crushers Tracked 26.4% • Kleemann Screens Tracked 15.6%

14	What is your Canadian market share for the solutions that you are proposing?	<ul style="list-style-type: none"> • Mills 83.3% • Stabilizers 0% • Vögele 100% • Vögele Commercial 33.3% • Hamm 12.6% • Kleemann Crushers Tracked 10% • Kleemann Screens Tracked 6.3% 	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
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?	<p>At Wirtgen America, the Director Inside Sales Operations, a contract administrator, 20 District Sales Managers will support the needs of our Sourcwell contract. These individuals are employees of Wirtgen America. The Director Inside Sales Operations and the District Sales Managers promote this contract to the dealers and customers, provide guidance on using the contract and partner with dealers to provide customer solutions as necessary. We offer our world-renowned service at more than 250 locations, operated by our 34 dealer groups with locations in every state and province all over the United States and Canada. The dealers are employees of third party independently owned businesses. The District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction. The dealer handles equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed.</p> <p>We utilize our parent company John Deere to assist with training.</p> <p>We have transitioned to primarily a dealer-direct sales approach since our last contract. We reserve the right to sell direct from our office in Antioch, TN if/when needed.</p> <p>Dealer Search North America WIRTGEN GROUP (www.wirtgen-group.com)</p>	*
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.	Wirtgen America maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering Safety, Accounting, Human Resources, and Tax and Legal Departments. Wirtgen America self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Wirtgen America falls under John Deere's industries awards and recognition. John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. A link to the current listing follows. https://www.deere.com/en/our-company/citizenship-and-sustainability/	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.	*
21	What percentage of your sales are to the education sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.	*
22	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?	State of Oklahoma – OMES Central Purchasing, BuyBoard, TXSmart, PennDOT. Sales figures are not publicly shared. Our other cooperatives will not impede Wirtgen America's ability to participate in the Sourcwell program.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	/	/
/	/	/

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
/	Government	Alabama - AL	Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/

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 *
26	Sales force.	Wirtgen America is located in Antioch, TN and our sales team consists of approx. 80 direct employees like Vice Presidents, District Sales Managers, Technical Sales Managers, Product Specialists, etc. The Director Inside Sales and the District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction.
27	Dealer network or other distribution methods.	Wirtgen America has 34 dealers at more than 250 locations located all over the United States and Canada. We have locations in every state and province: Dealer Search North America WIRTGEN GROUP (www.wirtgen-group.com) The dealers sell our factory-built machines directly to the Sourcewell members.
28	Service force.	The dealers handle equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed. In addition, the dealers are supported by the Wirtgen America service team consisting of approximately 120 direct employees like Field Service Engineers, Parts Specialist, Warranty Specialists, Service Trainers, etc.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wirtgen America authorizes the US and Canadian dealers to sell directly to the Sourcewell members.</p> <p>Sourcewell members will contact their local dealer for assistance with machine and option selection.</p> <p>Dealer Search North America WIRTGEN GROUP (www.wirtgen-group.com) The local dealer will provide the contract quote (according to the awarded pricelists).</p> <p>Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO.</p> <p>Wirtgen America will ship the unit to the selling dealer. The local selling dealer will quote and arrange the freight move from dealer to customer. Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.</p>	*
30	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.	<ul style="list-style-type: none"> • More than 250 certified Dealer locations throughout North America to provide close range support to the end user. • 24/7 OEM phone support through dedicated service and after-hours lines. • After hours service support has a second and third escalation tier to insure the customers/dealers are supported, this will escalate to the product manager if required • Wirtgen America Area Customer Support Managers as well as Area field service engineers located throughout North America to provide a closer relationship between the customer, dealer and Wirtgen America. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of Wirtgen America's competitive advantages. Our dealers, backed by Wirtgen America, provide local customer support, repairs, maintenance, and parts.</p> <p>Wirtgen America has authorized dealers in more than 250 locations located all over the United States and Canada. These dealers sign contracts to sell and service Wirtgen America's products in their assigned areas. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customers in their area, including but not limited to commercial accounts, national accounts, and state, county and local governmental agencies.</p> <p>Customers can count on Wirtgen America's dealers to support our products and customers.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	See reply to question 31 – this includes Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. and Canada will be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:</p> <ul style="list-style-type: none"> o Exempt from state and federal income taxes o Generally funded exclusively by contributions o Function to provide charitable, safety, educational, and other beneficial services to entire communities. o Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify. o If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization. 	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Wirtgen America has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (OCONUS). Location specific factors related to moves by; ocean, barge, inland... will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will issue the following information upon award:</p> <ul style="list-style-type: none"> • Dealer Sales Bulletin - outline of award and points of contact • DealerPath Link - internal John Deere dealer website, which provides contract specifics i.e., eligible customers, ordering process, pricing, discounts... <p>Upon award, the Wirtgen America Director Inside Sales Operations and the contract administrator will notify our District Sales Managers about the outline of award, points of contact, contract specifics i.e., eligible customers, ordering process, pricing, discounts. The District Sales Managers will inform their assigned dealers about it. In addition to this, all information will be available on our internal Wirtgen America website – the Wirtgen Group Portal. Our dealers have access to the Portal and can access this information anytime.</p> <p>Wirtgen America Director Inside Sales Operations and the contract administrator work with the District Sales Managers by participating in meetings and training events to educate them on the Sourcewell contract. We use these opportunities to generate an understanding of the contract benefits, solutions, and ease of use for eligible customers by promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Home Wirtgen Group in North America (www.wirtgen-group.com) provides detailed product information for the equipment offered. The public can review product features, specifications and accessories.</p> <p>We also use social media channels as Facebook, LinkedIn and Youtube to enhance our marketing effectiveness. We send direct mailers to contractors in our industry at least four times a year. It is designed to create community, as well as inform followers of training opportunities, equipment innovations and parts programs.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Wirtgen America's sales team works together with our dealer network to identify opportunities and promote sales</p> <p>Together we can engage in conference calls, webinars, dealer training, mailings to increase Sourcewell awareness, membership, and sales. District Managers and/or local dealers are available for Trade Show participation as may be applicable.</p> <p>The Wirtgen America Sales Administration Team work with the Wirtgen America District Sales representatives by participating in meetings and training events to educate the dealers and other Wirtgen America personnel on the contract. We use these opportunities to generate an understanding of the contract benefits and solutions for eligible customers. Additionally, the Wirtgen America team communicates the contract benefits to customers that have expressed interest in purchasing Wirtgen America products; promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the customizable nature of the equipment, there are many possible configurations. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures - free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.</p> <p>The Center for Training and Technology (CTT), located on the grounds of the WIRTGEN AMERICA, Inc. North American Campus, is a world-class facility for educating Road and Minerals Technology professionals.</p> <p>Classes and curriculum are offered for both Dealers and end users including technical service, operations, sales and parts. The 38,000 sq. ft. state-of-the-art facility houses two lecture classrooms and two laboratories as well as a four-bay shop (dedicated exclusively to training) so hands-on training can take place regardless of the weather. The most recent expansion added seven additional classrooms and five technology rooms, representing our four brands and customer support.</p> <p>The CTT includes a 5-acre test track for equipment demonstrations and hands-on application training for the WIRTGEN GROUP products.</p> <p>The training fees at the CTT vary between our different kinds of classes and the duration.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>WIRTGEN GROUP WITOS fleetview telematics solution – Safety and planning tool</p> <p>This system optimizes the fleet and service management of your WIRTGEN, HAMM and VÖGELE machines. System-based preprocessing, transmission, visualization and evaluation of machine and position data mean that your processes will become even more efficient.</p> <p>The WITOS FleetView service portfolio ranges from targeted monitoring of the operating status of the machines in day-to-day operating to supporting maintenance and diagnostic processes. This minimizes response times and downtimes and optimizes maintenance work.</p> <p>In addition, the WITOS FMI (Fleet Management Interface) allows you to import data from existing systems via a standardized server-2-server interface. The machines-specific SmartService inspection and maintenance agreement ideally complement the possibility of WITOS FleetView – such as qualified maintenance, services aimed at minimizing downtimes and targeted documentation of the measures implemented. This makes it possible to optimize costs and ensure the long-term value retention of you machines.</p>
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Safeguarding the environment is nothing new to Wirtgen America. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. Wirtgen America wholly owned by John Deere fall under their rigorous standards for green initiatives as noted below:</p> <ul style="list-style-type: none"> • Our Enterprise Eco-Efficiency Goals - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle. • Our Operations and The Environment - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems, systems that sustain air and water quality, systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact. • Our Products and The Environment - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs while incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment
43	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.	See attached certificate for ISO 14001 for Wirtgen America's Hamm products.
44	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.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.

45	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?	Wirtgen America has a very strong presence as a heavy construction equipment provider. Wirtgen America is also the world's leading manufacturer of roadway paving equipment. As being wholly owned by John Deere, we have access to John Deere Financial, one of the largest equipment finance companies.	*
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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 *	
46	Do your warranties cover all products, parts, and labor?	Warranty for Wirtgen, Vogeles, Hamm is one year or 1000 hours whichever comes first, and Kleemann is one year or 2000 hours whichever comes first (see attached Warranty Statements). Reasonable labor and travel are covered when repair is made thru an authorized dealer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wear items are not covered - see attached Warranty Statement	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Reasonable travel time covered – no mileage by an authorized dealer.	*
49	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?	Dealers are assigned for complete coverage of the entire U.S. and Canada.	*
50	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?	Warranty will cover original OEM parts. Engines are covered by the engine manufacturer - see attached Warranty Statement	*
51	What are your proposed exchange and return programs and policies?	<p>Our RGA process with our dealers is outlined below: Defective parts may be returned to Wirtgen America only after approval and obtaining a Return Goods Authorization (RGA). Dealers are required to hold all defective warranty parts for 120 days from the date credit is given or the claim is denied.</p> <p>There is no mandatory parts return list; any part may be recalled for inspection. However, hydraulic parts, motors, pumps, gear boxes, planetary, track rollers, controllers, electronic consoles, CGC dis-plays, milling depth regulators, tracers, sonic sensors, etc. must always be returned to Wirtgen America.</p> <p>Note:</p> <ul style="list-style-type: none"> • Do not return parts COD. Parts shipped COD will be refused. • Freight costs are not covered under warranty. • A RGA is required for the return of any parts. 	*
52	Describe any service contract options for the items included in your proposal.	No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.	*

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 *	
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53	Describe any performance standards or guarantees that apply to your services	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> 1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety. 2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale. 3. Dealer hereby agrees to comply with the Certificate of Insurance ("COI") requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America. 4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same. <p>Quoting:</p> <ol style="list-style-type: none"> 1. Quote training and contract questions should be directed to the Contract Administrator. 2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not "price protect" a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences. 3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc. 4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized. 5. Wirtgen America reserves the right to audit dealer's contract sales records for compliance and training.
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcwell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> 1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety. 2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcwell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale. 3. Dealer hereby agrees to comply with the Certificate of Insurance (“COI”) requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America. 4. Certain states may adopt Sourcwell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same. <p>Quoting:</p> <ol style="list-style-type: none"> 1. Quote training and contract questions should be directed to the Contract Administrator. 2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not “price protect” a sale if Sourcwell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences. 3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc. 4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized. 5. Wirtgen America reserves the right to audit dealer’s contract sales records for compliance and training
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Wirtgen America’s only option for payment terms is Net 30 Days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Wirtgen America wholly owned by John Deere has access to John Deere Financial. They offer leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.</p>
57	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.	<p>See examples attached: WGS Quotation Sales order to the customer with terms and conditions Invoice to the customer Statement of Warranty Start-up Registration/Machine inspection form</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Wirtgen America does not accept P-card procurement.

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 *
59	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.	As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response.
60	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.	Wirtgen - 18% Discount Hamm - 20% Discount Kleemann - 15% Discount Vogele - 18% Discount
61	Describe any quantity or volume discounts or rebate programs that you offer.	5-7 machines receive 3% additional discount 8-14 machines receive 4% additional discount 15-30 machines receive 5% additional discount
62	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.	Wirtgen America can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by Wirtgen America as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as Wirtgen America non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Betek teeth). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty... Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the Wirtgen America dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."
63	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.	Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer. Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments in the continental U.S. (CONUS) region will be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted. Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. All equipment dealers have a defined coverage area and are not selectable by the customer. Wirtgen America will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are utilizing Sourcewell as our primary tool for municipal purchasing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	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.	For sales that are processed through our office, the quote and purchase order are reviewed by the contract administrator for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process. Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited. For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. At this time pricing is verified against contract. On a quarterly basis, Wirtgen America receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.
69	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.	The quarterly sales report will be reviewed by our top management. We are keeping a list of requested quotes to review closure rate. We will follow up on all lost sales to see where we were deficient. We also want to plan a quarterly performance review with Sourcewell Account Managers.
70	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% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	WIRTGEN is the market leader in milling machines and recyclers for road construction, as well as the quality and technology leader in slipform pavers and surface miners. WIRTGEN cold milling machines efficiently strip and remove damaged paving. The possible applications range from excavation of complete road structures through partial repairs to milling out trenches.

WIRTGEN cold recyclers remove the existing road paving by milling and mix binders such as foamed bitumen into the granulated paving. When stabilizing soil, the recyclers mix binders such as lime or cement into moist soils, to increase their load-bearing capacity.

WIRTGEN slipform pavers pave high-volume carriageways and other traffic areas as well as concrete monolithic profiles in one continuous process. VÖGELE offers a complete range of pavers, paving screeds and feeders and is the world market leader and pacesetter in the industry.

VÖGELE pavers of the SUPER series boast practically-oriented machine dimensions, large paving widths, high compaction performances and an outstanding mobility. Altogether, this makes for a high economic efficiency and reliability.

HAMM is the roller specialist and the No. 1 in asphalt compaction. The compactor's job is to produce a high load-bearing capacity. Compactors from HAMM achieve this through maximum productivity and quality, combined with low consumption and comfortable operation. The large range includes machines from 5 to 25 t with smooth, padfoot and VC crusher drums.

The articulated tandem rollers of our HD COMPACTLINE SERIES are perfectly adapted to applications on smaller road construction and landscaping sites. These highly manoeuvrable machines permit economical compaction even on very cramped sites.

The articulated tandem rollers of our HD+ SERIES are perfectly designed for road construction and for the paving of large asphalt surfaces. They convince with high compaction quality and excellent visibility. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace.

Rubber-wheeled rollers of the HP SERIES are used to compact asphalt pavements. They convince due to their high compaction quality and the flexible ballast design. The comfortable operator platform, compact dimensions and sight channels in the asymmetric frame offer drivers improved comfort and visibility.

Compactors of the H COMPACTLINE SERIES are allrounders for earthwork applications. Their convincing arguments are easy operations, powerful gradeability and compact dimensions.

Compactors of the H SERIES for earthwork applications are characterized by top performance, perfect visibility and powerful gradeability. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace. These compactors are equipped with the latest exhaust technology.

KLEEMANN The crushing plants in the MOBICAT series are used for pre-crushing of almost all natural stone and for recycling. The output of the MOBICAT crushing plants, however, is not determined by the jaw crusher alone, but rather the optimised interaction all components plays a decisive role. The focus is also increasingly on cost and environmental consciousness, availability of the plants, versatility and quality of the final product.

KLEEMANN The mobile MOBICONE cone crushers are used in medium-hard to hard and abrasive natural stone as well as for raw material preparation in mining applications. The cone crushers delivery top quality cubic final grain sizes in the 2nd and 3rd crushing stage. The MOBICONE plants are available in different sizes and for various applications. The cone crushers are particularly suitable for linking with primary crushers and screening plants.

KLEEMANN The mobile MOBIREX impact crushers are used in soft to medium-hard natural stone and in recycling. The performance of the plants is impressive – not just in terms of pure volume reduction. The focus today is on cost and environmental awareness, availability, versatility and, above all, the quality of the end-product to be achieved. The MOBIREX plants crush stone so efficiently that the grain shape, grain size distribution and cleanness comply with the strict standards for concrete and asphalt aggregates.

KLEEMANN The MOBISCREEN mobile screening plants are used for screening almost all natural stone and in recycling. The classifying and scalping screens are available with two or three decks, with hydraulic or diesel-electric drives. The areas of application of the MOBISCREEN plants are multifaceted. A large number of suitable screen surfaces are available for achieving the different final grain sizes and for different feed material.

<p>72</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Small Milling machines Models: W35XRi, W50 Ri, W60 Ri, W100 Ri, W120Ri Compact Milling machines: Models: W100 Fi, W120 Fi, W120FTi, W130 Fi, W150 XFi Large Milling machines: Models: W200 Hi, W210Fi, W220Fi, W250Fi Cold Recyclers and Soil Stabilizers: Models: WR200 Xi, WR240i, WR250i Tractor towed Soil Stabilizers: Models: WS220, WS250 Slipform Pavers Models: SP15i, SP25i Binding Agent Spreader Models: SW 16TC, SW 20MC</p> <p>VÖGELE - SUPER Series Mini class Models: SUPER 700-3i Compact class Models: SUPER 1300-3i Universal class Models: SUPER 1700-3i, SUPER 1703-3i Highway class Models: SUPER 2000-3i, SUPER 2003-3i</p> <p>HAMM Articulated tandem rollers of the HD CompactLine Series Models: HD 8, HD 10C, HD 10, HD12, HD13, HD14 Articulated tandem rollers of the HD+ Series Models: HD+ 70i, HD+ 80i, HD+ 90i, HD+ 110i, HD+ 120i, HD+ 140i Articulated tandem rollers of the DV+ Series Models: DV+ 70i, DV+ 90i Rubber-wheeled rollers of the HP Series Models: HP 180i, HP 280i Compactors of the H CompactLine Series Models: H5i, H7i Compactors of the H Series Models: H10i, H12i, H13i, H16i, H18i, H20i, H25i Trench Roller Model: HTC15</p> <p>KLEEMANN Mobile jaw crushers Models :MOBICAT MC 100i EVO, MOBICAT MC 110i EVO2, MOBICAT MC 120i PRO Mobile cone crushers Models: MOBICONE MCO 110i PRO, MOBICONE MCO 90i</p> <p>EVO2, Mobile impact crushers: Models: MOBIREX MR 110i EVO2, MOBIREX MR 122 Zi, MOBIREX MR 130i EVO2 Mobile screening plants Models: MOBISCREEN MSS 802i EVO, MOBISCREEN MS</p> <p>13 Z MOBISCREEN MS 15 Z, MOBISCREEN MS</p> <p>702i EVO, MOBISCREEN MS 703i EVO, MOBISCREEN</p> <p>MS 952i EVO, MOBISCREEN MS 953i EVO, MOBISCREEN</p> <p>MS 21 Z</p>
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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
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Milling machines, Cold Recyclers and Soil Stabilizers, Slipform Pavers, Binding Agent Spreaders

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

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - 2022-2023 Price File for U.S_Wirtgen America.zip - Wednesday June 01, 2022 15:36:09
 - [Financial Strength and Stability](#) - 2021 Annual Report - Table 2 - Question 12.zip - Wednesday June 01, 2022 12:16:20
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Certificate ISO 14001 - Table 8 - Question 43.zip - Wednesday June 01, 2022 12:16:38
 - [Warranty Information](#) - Warranty Handbooks- Table9A - Question 46,47,50.zip - Wednesday June 01, 2022 12:16:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents - Table 10 - Question 57.zip - Wednesday June 01, 2022 12:17:16
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1



AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 305 Medium Size Excavator with Hammer from TN State Contract # 72872

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

Action Form No.: AF-277-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase One (1) 305 Medium Size Excavator with Hammer from Stowers Machinery utilizing TN State Contract # 72872 for use by Water Maintenance Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price of \$95,798.93. The estimated delivery date is 2 months after purchase order is received.

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

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO STOWERS MACHINERY CORPORATION UTILIZING TENNESSEE STATE CONTRACT NO.: 7282 FOR A 305 MEDIUM SIZE EXCAVATOR WITH HAMMER FOR USE BY WATER MAINTENANCE DEPARTMENT

WHEREAS, staff recommends the purchase of one 305 medium size excavator with hammer on Tennessee State Contract No.: 7282 for use by the Water Maintenance Department; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, city is authorized to purchase goods and services on the same terms and conditions of the Tennessee state contracts; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Stowers Machinery Corporation, in the amount of \$95,798.93; and

WHEREAS, funding for this equipment is available in 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 Corporation for one 305 medium size excavator with hammer on Tennessee State Contract No.: 7282 for use by the Water Maintenance Department in the amount of \$95,798.93.

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

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

ADOPTED this the 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 3, 2023
Re: Fleet Replacement of 2056 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of Water Maintenance unit 2056 utilizing the State Contract pricing total of \$95,798.93. With \$87,568.93 for the Excavator and \$8,230.00 for the optional hammer. The unit bid and awarded by State Contract meet the expectations of the department and will fulfill the requirements of their operational needs. The State Contract #72872 allows a municipality to purchase off of the cooperative pricing. A copy of the State Contract is attached. Delivery should be within 2 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	305 MEDIUM SIZE EXCAVATOR	STOWERS MACHNERY	N/A

These unit will be a Fleet Replacement

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

The State Contract offerings were reviewed by Adam Williams and he is in agreement with this recommendation.

Fuel Economy Improvement

00%

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

State Contract 00072872

Replacement

2056 2102 Takeuchi Track Excavator HOURS 2846

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

Thank you.



Quote for: City of Kingsport

Respond to: Dennis Higdon

Phone: 423-914-8237

Phone #:

Email: dhigdon@stowerscat.com

Email:

**** State Contract 00072872****

Description	List Price
610-5457 305 07A CR MHE DCA4A	\$ 112,300.00
576-7025 CAB, WITH HEAT AND A/C	\$ -
579-8892 CAMERA, REAR VIEW	\$ -
428-7870 MIRROR, CAB, RIGHT	\$ -
597-0755 BLADE, ANGLE, BOCE	\$ -
527-7627 TRACK, 400MM, RUBBER BELT (16",)	\$ -
596-7646 STICK, LONG, 1- AUX, ANGLE BLD	\$ -
522-6460 CAT KEY, WITH PASSCODE OPTION	\$ -
579-8876 MONITOR NEXT GEN, CAMERA READY	\$ -
527-7599 BOOM, SWING	\$ -
527-7611 LINES, BOOM	\$ -
584-3653 LINES, STICK	\$ -
576-9149 COUNTERWEIGHT, STANDARD	\$ -
510-6085 BELT, SEAT, 3" RETRACTABLE	\$ -
579-8852 ALARM, TRAVEL	\$ -
579-8868 LIGHTS, LED	\$ -
579-8870 LIGHTS, LED, REAR	\$ -
579-8873 INTEGRATED RADIO	\$ -
579-8889 PRODUCT LINK, CELLULAR PL243	\$ -
519-8302 HEATER, WATER JACKET, 120V	\$ -
584-4306 LINKAGE BUCKET W/LIFTING EYE	\$ -
575-0492 THUMB, HYD & COUPLER, PG, HYD	\$ 7,194.00
24 Month/ 2000 Hour Premier Warranty	\$ -
Total List Price	\$ 119,494.00
Discount of List % per TDOT Contract	27.5%
State Contract Discount	\$ (32,860.85)
State Contract Volume Discount	\$ (1,672.92)
CAT 305 Sales Price	\$ 84,960.23

Worktools	
464-9909 BUCKET-HD, 18", 3.1 FT3, 5T	\$ 1,403.00
Subtotal	\$ 1,403.00
Discount of List % per TDOT Contract	10.00%
Discount \$ From List Per TDOT Contract	\$ (140.30)
CAT 305 Worktools	\$ 1,262.70

Summary	
CAT 305 Sales Price	\$ 84,960.23
Worktools Sale Price	\$ 1,262.70
Prep	\$ 300.00
Cat Shipping and Storage Protection	\$ 266.00
72 Month or 3,000 Hour Premier Warranty	\$ 780.00
CAT 305 Sales Price Total	\$ 87,568.93

Optional	
532-9106 HAMMER, B6 w/ bracket and lines	\$ 8,230.00

Item X13.



**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

Vendor ID: 0000000916

Contract Number: 0000000000000000000072872

Title: SWC2525 Highway & Heavy Equip

Start Date : November 15, 2021 End Date: November 14, 2024

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 1, 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:



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov, c=US
Date: 2021.11.10 10:57:38 -06'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
Date: 2021.11.10 10:45:30
-06'00'

PURCHASING AGENT

DATE



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Ecolane Software for the Kingsport Area Transit Service from SHI International Corporation using a NASPO Contract

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

Action Form No.: AF-279-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: August 15, 2023
Staff Work By: Timothy Land
Presentation By: T. Land and C. Campbell

Recommendation:
Approve the Resolution.

Executive Summary:
KATS uses dispatching/scheduling software for daily operations. The present software has been in use for over twenty years, is outdated, and is limited in its functionality. In order to function efficiently as possible and be properly equipped for future changes, KATS is seeking a new provider in dispatching/scheduling software as a service (SaaS). KATS would now like to purchase Ecolane Software from SHI International Corporation using NASPO Contract No.: AR2488 at a total cost of \$210,967.46.

Funding will be from account no.: FTA022 (CARES Act). Federal: 100% / State:0% / Local: 0%.

- Attachments:**
1. Resolution
2. Quote
3. Master Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION FOR THE ACQUISITION OF ECOLANE SOFTWARE UNDER THE TERMS OF NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NO.: AR2488

WHEREAS, city would like to acquire Ecolane Evolution and MDT Software Licenses and all necessary accessories for scheduling and dispatching utilizing a National Association of State Procurement Officials (NASPO) Contract No.: AR2488, for use by the Kingsport Area Transit Service (KATS); and

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

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

WHEREAS, in order to purchase the software, a purchase order needs to be issued to SHI International Corporation, in the amount of \$210,967.46; and

WHEREAS, the funding is available in project no.: NC2324.

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 SHI International Corporation and any other documents necessary and proper for the purchase of Ecolane Evolution and MDT Software Licenses and all necessary accessories for the Kingsport Area Transit Service (KATS), in the amount of \$210,967.46.

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 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ADDENDUM TO ECOLANE USA INC MASTER AGREEMENT

This Addendum (herein "Addendum") amends the Ecolane USA Inc., Master Agreement and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between Ecolane USA Inc., a Delaware Corporation its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
- 2. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
- 3. No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* City is not responsible for Users of the Service, their acts or data, or any acts or data of a third party.
- 4. No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
- 5. Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If it does not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Vendor. If it cannot correct the products within a reasonable period of time, Vendor shall refund the purchase price of the products. Additionally, services shall be performed in a professional and workmanlike manner in conformance with the representations of Vendor which induced City to secure Vendor's services. Because Tennessee law may not allow City to agree to the disclaimer of warranties, any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
- 6. Purchases.** City, as a governmental entity, can make purchases only pursuant to its procurement requirements, which may require an invitation to bid by vendors and award of the purchase based on competitive bids competitive bids.
- 7. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee

Public Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 7 serves to meet such burden and authorization of disclosure.

- 8. **Accessibility.** Vendor warrants that the software conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Vendor further agrees to indemnify and hold harmless City from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.

- 9. **Term.** City or Vendor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until ninety (90) days after written notice is delivered by the party terminating the agreement to the other party. City's access to any data in possession of Vendor shall not be restricted or denied until the effective date of the termination. Upon termination, the City shall make payment for any services provided prior to the date of termination. Notices to the City shall be sent to:

Kingsport Area Transit Service
900 East Main Street
Kingsport, TN 37660

Office of the City Attorney
City of Kingsport
415 Broad Street, Ste. 333
Kingsport, TN 37660

- 10. **Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.

- 11. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

- 12. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties stipulate and agree that submission of this agreement shall constitute conclusive proof of their consent to the jurisdiction and venue of the courts named herein. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 13. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition

extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.

- 14. Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
- 15. Audit and Liability Associated Therewith.** City as a governmental entity is only permitted to expend those public funds under its authority which have been properly appropriated. Additionally, pursuant to the Constitution of the State of Tennessee is prohibited from assuming risks that otherwise fall on another party or from assuming unknown liabilities. Therefore any requirement that City bear the cost of any audit or any fees associated therewith is hereby stricken from the agreement and of no force or effect. Any use of Vendor's system inconsistent with the provisions of the agreement shall only constitute grounds for termination of the agreement and then only upon City's failure to cure a breach of the agreement. Additionally, Vendor shall indemnify and hold city harmless from any loss or damage that may result from Vendor's audit of City's use of the Licensed Software.
- 16. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
- 17. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
- 18. Assignment.** Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and Vendor.
- 19. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 20. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 21. Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 22. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

Ecolane USA, Inc.

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



Pricing Proposal
 Quotation #: 23619018
 Created On: 6/21/2023
 Valid Until: 7/28/2023

TN-City of Kingsport

Inside Account Executive

Timothy Land

415 Broad St.
 Kingsport, TN 37660
 United States
 Phone: 423-224-2612
 Fax:
 Email: timothyland@kingsporttn.gov

John Lloyd

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-624-5956
 Fax:
 Email: john_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	9	\$1,299.55	\$11,695.95
2 UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
3 Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$0.00	\$0.00
4 Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
5 NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$7,084.75	\$7,084.75

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6	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$14,170.74	\$14,170.74
7	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	9	\$1,299.55	\$11,695.95
8	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$14,170.74	\$14,170.74
9	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$7,084.75	\$7,084.75
10	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$0.00	\$0.00
11	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$657.00	\$7,884.00
12	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
13	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	9	\$1,299.55	\$11,695.95
14	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488	1	\$14,170.74	\$14,170.74

Item XI4.

Subcontract #: 67960

Note: Year 3

15	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$7,084.75	\$7,084.75
16	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$0.00	\$0.00
17	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
18	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
19	NOTIFY SMS text message credit bundle (10,000/bundle) Ecolane USA, Inc - Part#: 100-VAL-019-TXT-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Customer will need to purchase additional credits after the initial credit bundle runs out.	1	\$1,854.00	\$1,854.00
20	UDI Setup costs and licenses - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-020-UDI-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$8,497.50	\$8,497.50
21	UDI Additional call flow license - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-021-CFL-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00
22	UDI Flood Gate messaging license ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-023-FGM-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00

23	Remote setup and installation. Includes implementation project management, remote server setup, and remote training Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	10	\$1,384.32	\$13,843.20
24	Onsite Operational Review, Training, and Go-live days Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	17	\$1,384.32	\$23,533.44
25	Travel for onsite services Ecolane USA, Inc - Part#: 100-SVC-008-TRV-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	3	\$3,485.52	\$10,456.56
			Total	\$210,967.46

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

MASTER AGREEMENT

(Signature Page)

ECOLANE USA INC., a Delaware corporation ("Ecolane"), and the customer whose name appears below ("Customer") hereby enter into, as of the Effective Date set forth below, this Master Agreement consisting of the Standard Terms and Conditions and Exhibit A, which are attached hereto and incorporated herein for all purposes.


CUSTOMER INFORMATION	
Customer Legal Name	Kingsport Area Transit Service
State of Incorporation / Organization	TN
Type of Legal Entity	
Notice Contact Information	Attn: Timothy Land Kingsport Area Transit Service 900 East Main St. Kingsport, TN 37600 timothyland@kingsporttn.gov 423-224-2612

IN WITNESS WHEREOF, the parties have duly executed this Master Agreement by the duly authorized signatures below as of _____, 20__ (the "**Effective Date**").

Customer:
Kingsport Area Transit Service

ECOLANE
940 West Valley Road, Suite 1400
Wayne, PA 19087

By: _____
Signature

By:  _____
Signature

Printed Name

Spiro Gjorgjievski

Printed Name

Title

President

Title

ECOLANE MASTER AGREEMENT

STANDARD TERMS AND CONDITIONS

This Master Agreement (“Agreement”) sets out the terms and conditions pursuant to which Customer may from time to time access, use or license one or more computer software products from Ecolane and obtain from Ecolane such support, professional and other services.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

ORGANIZATION AND RULES OF CONSTRUCTION

1. **Organization.** These standard terms and conditions are divided into five Articles: Article I Organization and Rules of Construction, Article II Definitions, Article III Term License, Article IV Software as a Service (SaaS), and Article V General Terms and Conditions. The terms and conditions in Articles I, II, and V apply during the entire term of this Agreement and to all Licensed Software and Services. Article III applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify a Term License. Article IV applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify SaaS. The terms and conditions under either Article III or IV will be inapplicable unless Customer and Ecolane contract for a Term License or SaaS governed by them, respectively. It is acknowledged that licenses, or rights to access and use, for a Term and SaaS may operate concurrently from time to time, as selected by Customer on the Orders.

ARTICLE II. DEFINITIONS

2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth herein:

2.1. “Access Term” means the term for which Ecolane has agreed to provide Customer with Hosting Services pursuant to the applicable Order.

2.2. “Authorized Users” means the Customer’s employees, representatives and contractors who have a legitimate need to use the Licensed Software for Customer’s internal business purposes, and with respect to contractors, are bound by obligations of confidentiality with respect to the Licensed Software substantially the same as those of Customer under this Agreement.

2.3. “Customer Data” means information, data and other content, in any form or medium, that is inputted into the Hosting Services by Customer or an Authorized User.

2.4. “Derivative Works” means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensation, or any other for

which a work may be recast, transformed, or adapted.

2.5. “Documentation” means, when used with respect to the Licensed Software, all documentation, technical manuals, operator and user manuals, flow diagrams, file descriptions and other written information provided by Ecolane that describes the functions, operational characteristics and specifications of such software.

2.6. “Fees” means the license, subscription, support, professional, hosting or other fees set out in an Order.

2.7. “Hosting Services” means the services offered by Ecolane to establish the Hosted Environment on behalf of Customer, where such Hosted Environment hosts and makes available the Licensed Software to Customer and its Authorized Users of such Licensed Software as a service over the internet.

2.8. “Intellectual Property Rights” means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.

2.9. “Law” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time.

2.10. “Licensed Software” means the computer software products, mobile applications, and other technology which Ecolane licenses to, or grants the right to access and use to, Customer as set out in the applicable Order.

2.11. “Professional Services” means any consulting, implementation, configuration or other professional services that are described in an Order. Support Services and any hosting services are not Professional Services.

2.12. “Services” means the Professional Services and Support Services.

2.13. “Support Services” means those support and maintenance services set forth on Exhibit A.

2.14. “Updates” means all new releases, versions, enhancements, updates, corrections, patches, bug-fixes, or other modifications (regardless of how characterized) to the Licensed Software.

ARTICLE III. TERM LICENSE

3. **Scope of License.**

3.1. **Grant.** Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement each Order, Ecolane grants Customer a personal, non-

exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on Ecolane's provided hardware, as agreed by the Parties in an Order and in accordance with Sections 7 and 8 of this Agreement; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware in accordance with Section 3.2, the Documentation, and in the number of copies of the Licensed Software permitted by the applicable Order (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

3.2. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by Section 3.1; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development

competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

ARTICLE IV. SOFTWARE AS A SERVICE (SAAS)

4. SaaS Services.

4.1. Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Ecolane shall host the Licensed Software on Ecolane's hardware, during the Access Term, as agreed by the Parties in the applicable Order and in accordance with Sections 7 and 8 of this Agreement.

4.2. Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 4 is a services agreement and Ecolane will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

4.3. Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement and Orders may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Ecolane, nothing in this Agreement or Documentation shall be construed to confer any license to any of Ecolane's intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

4.4. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other

intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

ARTICLE V. GENERAL TERMS AND CONDITIONS

5. **Orders.** Each time Customer wishes to license, or access and use, Licensed Software from Ecolane or to have Ecolane perform services, the parties will enter into an order specifying (a) the Licensed Software to be licensed by Ecolane to Customer, (b) the Licensed Software to be accessed and used by Customer, (c) the services to be provided, (d) the Fees, and/or (e) the term of such order (each, an "Order"). These Standard Terms and Conditions are hereby incorporated into, and shall apply to, each Order.

6. **Customer Obligations.** Customer is responsible and liable for all uses of the Licensed Software obtained by means of equipment, networks and computing environments provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software and Documentation by its Authorized Users or by any other third party to whom Customer or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Customer is also responsible for purchasing and licensing from applicable third parties the hardware and software required for operation of the Licensed Software and for maintaining current license and support relationships with such third parties as required to enable Customer's use of

the Licensed Software.

7. Hosting Services.

7.1. Overview. If set out in an Order, Ecolane will provide certain Hosting Services as described herein. During the Access Term, Ecolane shall provide the Hosting Services to Customer in accordance with this Agreement and applicable Order. As part of the Hosting Service, Ecolane is hosting the Licensed Software in the Hosted Environment in order for Customer and Authorized Users to be able to access such Licensed Software.

7.2. Hosted Service Delivery. Ecolane may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Ecolane may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Ecolane's products or services to its customers, (b) the competitive strength of, or market for, Ecolane's products or services, (c) such Hosted Services' cost efficiency or performance, or (ii) to comply with applicable law.

7.3. Technical Environments. Except as set out otherwise herein or in an Order, Ecolane will bear responsibility for the preparation, hosting, operation and maintenance of all facilities, hardware, software, and for installing and maintaining the Licensed Software (the "Hosted Environment") necessary to provide access to and use of the Hosting Services.

8. Use of Hosted Services.

8.1. Customer Responsibilities. Customer will: (a) be responsible for its and its Authorized User's compliance with this Agreement and for all their acts and omissions as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Ecolane promptly of any unauthorized access or use of which Customer becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all Laws applicable to Customer's use of the Hosted Services; and (f) promptly and fully cooperate with Ecolane and make the necessary personnel and resources available to Ecolane for Ecolane to deliver the Hosted Services, as reasonably requested by Ecolane.

8.2. Usage Restrictions. Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 8.4

(Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

8.3. Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Ecolane, which may be amended from time to time. Ecolane neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

8.4. Prohibited Uses. Customer will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Ecolane; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Ecolane; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Ecolane's, or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Hosted Services, networks or servers connected to Ecolane systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Ecolane customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Ecolane has no obligation to monitor Customer's use of the Hosted Services. However, Ecolane reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law, regulation, legal process or governmental request.

8.5. Removal of Content. If Ecolane is required by

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third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, Ecolane may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

8.6. Customer Data. As between Ecolane and Customer, Customer owns the Customer Data. Customer grants to Ecolane and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including, but not limited to, as reasonably necessary or useful to perform and improve the Services and for the exercise of Ecolane's rights under this Agreement and for scenarios, including, but not limited to, data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to Ecolane that Customer has the right to grant the foregoing license and provide Customer Data to Ecolane in accordance with this Agreement. Ecolane may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, and use such data for lawful purposes, including for analytical and benchmarking purposes, for the development of new products and services, and to improve Ecolane's products and services.

8.7. Security. Ecolane will maintain commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Those safeguards will include measures designed to prevent access, use, modification, or disclosure of Customer Data except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by Law; or (c) as Customer expressly permits in writing. Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Ecolane for use with the Hosted Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

9. Support Services.

9.1. General. All Support Services are included in purchases of SaaS Services of the Licensed Software for duration of such subscription term set out in the applicable Order. Where Customer has not elected to purchase SaaS Services and instead purchases a Term License, the Support Services must be purchased separately for an additional fee in an Order.

9.2. Limitations. Ecolane has no obligation to provide maintenance and support services, including Updates: (a) for any but the most current or immediately preceding version or release of the Licensed Software; (b) for any copy of Licensed Software for which all previously issued Updates have not been installed; (c) for any software or other products Customer has obtained from any third party; (d) for any Licensed Software that has been modified other than by Ecolane, or that is being used with any hardware, software,

configuration or operating system not specified in the Documentation; or (e) if Customer is in breach under this Agreement.

10. Professional Services.

10.1. Professional Services. If specified in an Order, Ecolane will provide Professional Services to Customer in accordance with the applicable Order. Unless otherwise expressly set forth in an Order, Ecolane will own any deliverables, inventions, work product or other output of the Professional Services, including any improvements, enhancements, configurations, or other derivative works to the Licensed Software.

10.2. Ecolane Personnel. Each party shall appoint an employee to serve as a primary contact with respect to any Professional Services. In the event that any of Ecolane's personnel providing Professional Services do not perform to Customer's reasonable satisfaction, Customer shall promptly notify Ecolane in writing and Ecolane shall take appropriate actions to correct the issue, including and up to removing such personnel and replacing him or her with a suitable replacement. Ecolane is responsible for all Ecolane Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

10.3. Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Ecolane shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

11. Economic Terms.

11.1. General. Customer shall pay the Fees set out in the applicable Order in accordance therewith.

11.2. Fees and Payment. Customer shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Order, payment terms shall net 15 days from the date of invoice, which Customer may pay via ACH. Fees are non-cancelable, non-contingent, and once paid, non-refundable. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

11.3. Rate Changes. The parties agree that for Professional Services provided on a time and materials basis, Ecolane may increase its standard fee rates specified

in the applicable Order upon written notice to Customer; provided, that Ecolane provides Customer written notice of such increase at least 30 days prior to the effective date of such increase. Further, all fees will automatically increase on the expiration of the Initial Term and each anniversary thereafter by the greater of (a) three percent (3%) or (b) one percent (1%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Department of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated.

11.4. Late Fees. If any invoiced amount is not received by Ecolane by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Ecolane, at its option, may suspend the Support Services or any other obligation arising hereunder, in whole or in part, if Ecolane does not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

11.5. Taxes. Customer shall be solely liable for any and all taxes arising in connection with its purchases of licenses or services hereunder other than any federal, state, local, or other taxes based on or measured by Ecolane's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

12. Warranties.

12.1. Limited Warranty. Ecolane represents and warrants to Customer that, during the term of the applicable Order, the Licensed Software will operate substantially in compliance with its corresponding Documentation. Provided, however, Ecolane shall not be in breach of the foregoing warranty or otherwise responsible for any material defects in workmanship, design and material of the Licensed Software ("Defects") arising as a result of any of the following: (a) if the Licensed Software is used other than in accordance with this Agreement or its Documentation; (b) if the Defect is caused by a modification, update, add-on, integration, product, or service not provided by Ecolane; (c) any error or inaccuracy in data or information provided by Customer; or (d) any Customer unlicensed activities. Customer's exclusive remedy, and Ecolane's sole obligation, for the breach of the foregoing warranty shall be for Ecolane to provide commercially reasonable efforts to promptly correct, replace or provide a work around the Defect. Customer shall promptly notify Ecolane of any Defects in writing specifying the nature of the Defect and when it arose, but in no event later than thirty (30) days after the occurrence of a Defect.

12.2. Services Warranty. Ecolane warrants to Customer that it will provide the Services in a professional and workmanlike manner. Ecolane shall not be in breach of the foregoing warranty unless Customer notifies Ecolane in writing of the non-conforming Services within thirty (30) days of Ecolane's provision of such non-conforming Services. Ecolane shall thereafter use commercially reasonable efforts

to re-perform the non-conforming Services so that they are conforming to the foregoing warranty or provide Customer a pro-rated refund for any non-conforming Services. This Section sets out Ecolane's entire obligation and Customer's exclusive remedy in respect of any breach of the warranty set out in this Section.

12.3. Hardware Warranty. Ecolane will pass through and assign to Customer the manufacturer's warranty (if any) for any hardware purchased from Ecolane if such manufacturer permits Ecolane to pass through and assign such warranty to Customer. Ecolane agrees to use commercially reasonable efforts to facilitate any hardware related warranty claim by Customer, but Customer acknowledges that it has no right to make a warranty claim directly against Ecolane for any hardware supplied by Ecolane.

12.4. Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Ecolane's end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Hosted Service; and (c) the provision and use of Customer Data as contemplated by this Agreement and any Hosted Service do not and shall not violate any of Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

12.5. Mutual Warranties. Each party represents and warrants to the other party: (a) such party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate or company action and do not violate in any material respect the terms of any law, regulation, or court order to which Ecolane is subject, (b) this Agreement is the valid and binding obligation of such party, in accordance with its terms, and (c) such party is not subject to any pending or, to such party's knowledge, threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder.

12.6. Disclaimers.

12.6.1 EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN SECTION 12, THE SUPPORT SERVICES AND SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS SET OUT IN SECTION 12, NEITHER CUSTOMER NOR ECOLANE MAKES, AND EACH HEREBY DISCLAIMS, ANY OTHER WARRANTIES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLANE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES

REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE, TECHNOLOGY, OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SUPPORT SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12.6.2 Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Ecolane shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other Ecolane property.

13. **Confidentiality.**

13.1. Obligations. Each party (in such capacity the "Receiving Party") shall hold the Confidential Information (as defined below) of the other party (in such capacity the "Disclosing Party") in strict confidence. The Receiving Party shall have the right to use the Confidential Information for the purpose of fulfilling its commitments and obligations to the Disclosing Party and as permitted by this Agreement. Except as permitted in the foregoing sentence or by prior written consent of the Disclosing Party, the Receiving Party shall not use, disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to use, disclose or distribute any Confidential Information; provided that the Receiving Party may disclose or distribute such Confidential Information to the following: (i) its officers, employees and directors who have a business need to know such Confidential Information; and (ii) its attorneys, accountants, consultants, agents, independent contractors or professional advisors (the "Receiving Party Agents") who have a business need to know such Confidential Information and are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. The Receiving Party shall be responsible for ensuring that the Receiving Party Agents comply with the terms of this Agreement and shall remain ultimately responsible for the use, disclosure or distribution of Confidential Information by the Receiving Party Agents. Any failure by the Receiving Party Agents to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. Except in connection with the purposes identified above, the Receiving Party shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of the Disclosing

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Party.

13.2. Confidential Information. “Confidential Information” means (a) the Licensed Software and non-public Documentation, (b) subject and terms of any and all potential or binding business transactions between the parties, and (c) all oral or written information, of whatever kind and in whatever form, and whether or not marked as “confidential,” of the Disclosing Party, its employees, suppliers, or customers, including the identities thereof, that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by the Disclosing Party as confidential including past, present or future business and business activities, financial information, technical information, products, services, research and development, processes, techniques, designs, financial planning practices, client information (including clients’ identities and any client-related data or information), and marketing plans.

13.3. Exceptions. Confidential Information shall not include any information which the Receiving Party can demonstrate (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party, (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement. Despite the obligations of Section 13.1, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court or administrative body; provided that, with regard to each such disclosure, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, shall cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto until the Disclosing Party has had a reasonable opportunity to resist such disclosure, unless the Receiving Party is ordered otherwise.

13.4. Ownership. All Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party or its employees, suppliers, or customers, as the case may be. Except as otherwise set forth in this Agreement, neither Ecolane nor Customer acquires any Intellectual Property Rights in the Confidential Information, including any rights to create Derivative Works of any Confidential Information, under this Agreement, except the rights to use such Confidential Information as permitted by this Agreement.

13.5. Unauthorized Disclosure. The Receiving Party shall (a) promptly notify the Disclosing Party if the Receiving Party discovers or is notified of an unauthorized disclosure or release of, or access to, the Disclosing Party’s Confidential Information (each, an “Unauthorized

Disclosure”) to or by any person obtaining or reasonably believed to have obtained such Confidential Information, or access to such Confidential Information, from or through the Receiving Party, (b) reasonably assist the Disclosing Party in any action taken against the person(s) responsible for such Unauthorized Disclosure, and (c) take immediate corrective action to cease the existing Unauthorized Disclosure and prevent any other or future Unauthorized Disclosures.

13.6. Return of Confidential Information. Upon written request by the Disclosing Party at any time, the Receiving Party shall: (a) turn over to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or (b) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

13.7. Additional Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at Law for a breach by the Receiving Party of its obligations under Section 13 and that such breach may result in irreparable harm to the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at Law.

13.8. Injunctive Relief. Customer acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Software and Documentation or copies thereof will (1) substantially diminish the value to Ecolane of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Ecolane’s remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software or Documentation, Ecolane shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

13.9. Collection and Use of Information.

13.9.1 Customer acknowledges that Ecolane may, directly or indirectly through the services of third parties, collect and store anonymized information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.

13.9.2 Customer agrees that Ecolane may use such information for any purpose related to any use of the Licensed Software by Customer (whether on Customer’s equipment or hosted by Ecolane), including but not limited to: (a) improving the performance of the Licensed Software or developing Updates, or the hosting thereof; and (b) verifying Customer’s compliance with the terms of this Agreement and enforcing Ecolane’s rights, including all

Intellectual Property Rights in and to the Licensed Software.

14. Proprietary Rights. Except as explicitly provided herein, Customer is not granted any rights or licenses in or to the Licensed Software, the Documentation, and Confidential Information of Ecolane, or any copyright, patent, trade secret or other proprietary or Intellectual Property Rights of Ecolane, and all such rights are and shall remain the exclusive property of Ecolane. Subject to the licenses or rights granted by Ecolane to Customer under this Agreement, Ecolane shall retain all legal and equitable right, title, and interest in and to the Licensed Software and Documentation. The licenses granted herein are personal to Customer. No rights are granted by implication, estoppel or otherwise. Only the rights expressly set out herein are granted. All other rights are reserved.

15. Indemnification.

15.1. Obligation to Defend and Indemnify. Ecolane will defend Customer and its officers, directors, employees, and contractors against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Licensed Software in accordance with this Agreement infringes any United States intellectual property right or misappropriates any trade secret of that third party (each, a "Claim"), and will pay all settlements agreed to by Ecolane and damages awarded against Customer by a court of competent jurisdiction as a result of a Claim; provided, however, Ecolane will have no obligations under this Section 15 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer; (b) use of the Licensed Software in combination with any materials, software, or equipment not supplied to Customer by Ecolane; (c) any modifications or changes made to the Licensed Software by or on behalf of any person or entity other than Ecolane; (d) the use of any version of the Licensed Software other than the most current release made available by Ecolane; or (e) Customer's breach of this Agreement.

15.2. Additional Remedy. If the Licensed Software, or any part thereof, becomes, or in the opinion of Ecolane may become, the subject of a claim of infringement or misappropriation, Ecolane may, at its option: (a) obtain a license for Customer's continued use of that Licensed Software in accordance with this Agreement; (b) replace or modify the Licensed Software so that it is no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and/or any Order, and upon return of the Licensed Software and all copies thereof, refund to Customer an amount calculated as follows: (i) for term licenses or SaaS Services to the Licensed Software, a pro-rated refund of prepaid amounts covering the unused remaining portion of the subscription term set out in the applicable Order, or (ii) for perpetual licenses to the Licensed Software, a pro-rated refund based on a three year useful life of the Licensed Software.

15.3. Conditions. As a condition to Ecolane's obligations under this Section 15, Customer shall (a) promptly give written notice of the Claim to Ecolane; (b) give Ecolane the right to control the defense of such claim

Ecolane's expense (provided, however, that Ecolane shall not agree to any settlement that requires Customer to pay damages or admit liability without Customer's prior written consent); (c) subject to foregoing (b), be permitted at its own expense to participate in any litigation, negotiations, and/or settlements related to a Claim with the counsel of its own choosing at its own expense; and (d) provide Ecolane all available information and commercially reasonable assistance requested by Ecolane in connection with the defense or settling of such Claim.

15.4. Sole Remedy. THIS SECTION 15 SETS OUT ECOLANE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY IN RESPECT OF ANY INTELLECTUAL PROPERTY CLAIMS AGAINST ECOLANE.

15.5. Customer's Duty. Customer will defend, indemnify and hold harmless Ecolane and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or Ecolane's receipt or use thereof, violates the rights of any third party, including infringes any intellectual property or privacy rights; (b) arising from Customer's breach of Section 8.7; or (c) arising from Customer's failure to comply with applicable law (each of (a) – (c), a "Claim Against Ecolane") and will pay all settlements entered into and damages awarded against Ecolane as a result of a Claim Against Ecolane.

16. Limitations of Liability.

16.1. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST DATA, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

16.2. Damages Cap. IN NO EVENT WILL ECOLANE'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ECOLANE PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LIABILITY.

16.3. Integral Part of Arrangement. Section 15 and this Section 16 allocate the risks under this Agreement between Customer and Ecolane and are viewed by the parties as an integral part of the business arrangement between them.

The pricing and other terms and conditions of this Agreement reflect this allocation of risk and the limitations specified herein.

17. **Inspections and Audits.** Customer shall maintain accurate and complete books and records in accordance with generally accepted accounting principles of all transactions occurring hereunder and its use of the Licensed Software. Customer will, upon at least 30 days' prior written notice, grant Ecolane reasonable access, on Customer's premises, to inspect such records and Customer's computer processing environment(s) in which the Licensed Software is installed or otherwise used to verify Customer's compliance with the provisions of this Agreement; provided that: (a) all such inspections shall take place during Customer's regular business hours, and (b) Ecolane shall use commercially reasonable efforts to ensure that any such inspection does not disrupt Customer's business operations. If Ecolane reasonably determines that Customer is using the Licensed Software in a manner inconsistent with the provisions of this Agreement, in addition to all other rights or remedies Ecolane may have, Customer shall pay to Ecolane on demand the costs of the audit, if any, and the Fees applicable to such inconsistent use.

18. **Term; Termination.** This Agreement commences on the Effective Date and shall continue until terminated in accordance with its terms. This Agreement shall be effective as of the Effective Date and shall apply with respect to any Order entered into between the parties. The term of each Order shall be set forth in the applicable Order, and the term of each Order will automatically renew for subsequent terms of the same length unless written notification of non-renewal is received by the other party at least thirty (30) days prior to the end of the term. Either Customer or Ecolane may terminate this Agreement or any Order, effective upon written notice to the other party, if such other party, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof. Upon termination of this Agreement by Ecolane for Customer's breach, each Order shall automatically terminate. Upon the expiration or termination of any Order, the licenses or rights granted thereunder and the Support Services shall also terminate, and Customer shall cease using and destroy all copies of the Licensed Software and Documentation in its possession or control. No expiration or termination shall affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

18.1. **Customer Data.** Upon termination or expiration of this Agreement for any reason, other than Customer's breach, Customer may request that Ecolane export and provide to Customer available Customer Data. Subject to Customer paying Ecolane for all service fees applicable to such work, Ecolane agrees to provide such services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Ecolane may delete and destroy all Customer Data without notice or

liability to Customer.

19. **Miscellaneous.**

19.1. **Delay in Performance.** If Ecolane's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Ecolane shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Customer shall remain liable for Fees set out in an Order.

19.2. **Entire Agreement.** This Agreement, including each Order and mobile application terms of use, sets out the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. In the event of any conflict between the Standard Terms and Conditions and any Order, the Standard Terms and Conditions shall control.

19.3. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ecolane's prior written consent, which consent Ecolane may give or withhold in its sole discretion. Any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Ecolane's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Ecolane may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

19.4. **Force Majeure.** Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including act or omissions of the other party or its contractors or vendors or any act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

19.5. **Survival.** This Section and Sections 3.2, 4.4, 8.6, 11, 12.3, 12.4, 13, 14, 15, 16, 17, 18, 19 and 20 of these Standard Terms and Conditions, as well as any other provisions necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the

expiration or termination of this Agreement or any Order.

19.6. Notices. Any notice, consent, or other communication permitted or required under this Agreement shall be in writing and may be delivered in person, by mail, by nationally recognized courier service or by email to the address or email stated on the signature page of this Agreement. If hand delivered or delivered by courier service, the notice shall be deemed received upon delivery. If by email, the notice shall be deemed received two days after being sent. If sent by mail, the notice shall be deemed received three business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

19.7. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

19.8. Amendments. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of each party by hand in ink.

19.9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its provisions governing conflicts of Law. Ecolane and Customer hereby consent to the exclusive jurisdiction of state courts of the State of Delaware in connection with any Dispute based on, arising out of, or in connection with this Agreement or any Order, to the extent that any such Dispute is for any reason not resolved pursuant to Section 20.

19.10. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect.

19.11. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

19.12. Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, each party has been, or has had the opportunity to be, represented by legal counsel. The

provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney or representative for that party, drafted this Agreement or participated in the drafting of this Agreement.

19.13. Remedies Cumulative. Except as expressly set out in this Agreement otherwise, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.

19.14. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a competent tribunal shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

19.15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

19.16. Export Regulation. The Licensed Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Licensed Software or Documentation to, or make the Licensed Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall not install the Licensed Software outside of the United States and at all times shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software or Documentation available outside the US. Customer shall indemnify and hold Ecolane harmless for any claims, losses, damages, or expenses, including attorney and other legal fees, incurred by Ecolane that arise from or are related to any breach of this Section.

19.17. Waivers. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of this Agreement.

19.18. Counterparts. This Agreement and any

Order hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto.

20. **Dispute Resolution**

20.1. Mediation. Except as set forth below, all disputes, claims, or controversy of any nature arising out of or in any manner relating to this Agreement (including, without limitation, disputes initiated by or relating to either Party's affiliates, or any of their respective officers, directors, partners, members, employees or agents) or any Order, and any disputes concerning the validity, enforceability or applicability of this Agreement or any Order to any particular dispute or claim ("Disputes"), will be submitted exclusively first to good faith negotiations between the Parties' respective senior executives for a period of thirty (30) days. In the event a Dispute has not been resolved, after good faith negotiations, the dispute shall first be submitted to mandatory mediation and, if unsuccessful, to mandatory binding arbitration.

20.2. Arbitration. Any Dispute between the parties arising out of or in connection with this Agreement or any Order or their interpretation, performance, termination or alleged breach, shall, at the request of either party, be submitted to binding arbitration in Delaware, and finally resolved in accordance with the rules of arbitration of the Revised Code of Delaware as provided in the Delaware Rapid Arbitration Act, Title 10, Chapter 58, except as otherwise provided in this Section. The disputes will be submitted for binding arbitration to a mutually-agreeable arbitrator for arbitration within forty-five (45) days of a written request for arbitration submitted by either party. If the parties are unable to agree upon a mutually acceptable single arbitrator, the arbitration shall then be conducted by a panel consisting of three arbitrators. Each of the parties shall have the right to designate one arbitrator each, and the two arbitrators so designated shall, within a period of ten (10)

days from the date of their selection, designate in writing the third arbitrator, who shall act as chairperson of the board of arbitration so formed. If within ten (10) days the two named arbitrators fail to agree upon the third, then at the request of either party, the third arbitrator shall be selected under the rules of the Delaware Rapid Arbitration Act. Any issue concerning whether or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitrator has the authority to issue subpoenas. The arbitrator's decision shall be final, binding, and non-appealable and judgement may be entered thereon. Notwithstanding any provision to the contrary contained under Delaware law, the substantially prevailing party shall be entitled to recover the costs of arbitration, including, without limitation, reasonable attorneys' fees, costs, expenses, audit or accounting expenses incurred in the arbitration process.

20.3. Enforcement. Either Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of mediation or arbitration. Either Party may bring an action in court to enforce an arbitration award. The Parties expressly waive any right to a trial by jury on all Disputes related to this Agreement or any Order.

20.4. Confidential Information and Dispute Resolution. The resolution of disputes between the Parties likely would involve Confidential Information. It is therefore necessary to resolve such disputes in a non-public forum and/or with the greatest possible confidentiality if in a public forum. Accordingly, the Parties agree that all information regarding any mediation or arbitration proceedings, including any settlement or arbitration award, will constitute Confidential Information.

EXHIBIT A

SUPPORT SERVICES/SERVICE LEVEL AGREEMENT

This Exhibit A (the “**Service Level Agreement**”) is made part of and incorporated in the attached Master Agreement.

Overview

Ecolane’s Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Services do not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

Assignment of Service Request Severity

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer’s description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer’s reported issue.

Severity	Criteria
Critical	<ul style="list-style-type: none">• Customer’s production system is down• Ecolane product is unusable resulting in total disruption of work or other critical business impact.• No workaround is available
High	<ul style="list-style-type: none">• Major feature/function failure• Operations are severely restricted• A workaround is available
Medium	<ul style="list-style-type: none">• Minor feature/function failure• Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	<ul style="list-style-type: none">• Minor issue• Documentation, general information, enhancement request, etc.

Response and Resolution Targets

Ecolane Customer Support response and resolution targets are described below:

Response: When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

Web: Ecolane will assign a status and severity, and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

E-Mail: An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact on a twenty-four hour per day, seven day per week basis.

Resolution: An answer, fix or a satisfactory workaround to the support request

Solution: The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
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Critical	1 Business Hours	Within 4 hours from actual response	<ul style="list-style-type: none"> • Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	8 Business Hours	Within 36 hours from actual response	<ul style="list-style-type: none"> • Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
Medium	24 Business Hours	Within 15 Business Days	<ul style="list-style-type: none"> • Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	72 Business Hours	Within 30 Business Days	<ul style="list-style-type: none"> • Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
Responded	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
On Hold	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
More Info Required	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.

Closed	<p>Closed status reflect that:</p> <ul style="list-style-type: none">• The customer and the Ecolane agree that a satisfactory resolution has been provided, or• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded. <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>
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Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software is not covered in Support Services.



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Lease Agreement with Kingsport Model Trains Project, Inc. for space at Lynn View Community Center.

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

Action Form No.: AF- 223-2023
Work Session: August 15, 2023
First Reading: N/A
Final Adoption: August 16, 2023
Staff Work By: Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:
Approve the resolution.

Executive Summary:
If approved the city will enter into a lease agreement with Kingsport Model Trains Project, Inc. (KMTPI), a non-profit corporation, for space at Lynn View Community Center.

The city currently leases a space in the Lynn View Community Center to KMTPI which expires on August 30. KMPTI has requested to lease an additional room for a total of seven rooms on the third floor of the Lynn View Community Center.

All other terms of the original lease and prior amendments thereto shall remain in full force and effect.
The lease amount is \$70 annually.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT THE LYNN VIEW COMMUNITY CENTER BY KINGSPORT MODEL TRAINS PROJECT, INC. AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, previously the Kingsport Model Trains Project operated as a function of Engage Kingsport out of space at the Lynn View Community Center; and

WHEREAS, the Kingsport Model Trains Project, Inc., has established itself as a standalone non-profit organization that desires to lease space within the Lynn View Community Center; and

WHEREAS, the lease will be for 12 months and the lease amount is \$70.00 per year.

Now therefore,

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

SECTION I. That a Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community Center, is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community Center, Tennessee, to deliver the Agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**LYNN VIEW COMMUNITY CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this ____ day of _____, 2023, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and Kingsport Model Trains Project, Inc., a 501(c)(3) public charity not for profit corporation chartered under the laws of the state of Tennessee (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord seven classroom spaces on the third floor of the building known as the Lynn View Community Center. Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until August 30, 2024, and shall commence to run on the date of this Lease. However, this Lease may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party.

3. Use. Tenant shall use the Premises for purposes of holding meetings, operating, and displaying model trains. Tenant shall not use or permit the Premises to be used for any other

purpose without the prior written consent of Landlord. Tenant agrees that Landlord may remove any of Landlord's furnishings from the Premises while Premises are not occupied by Tenant.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the amount of SEVENTY DOLLARS (\$70.00) in advance of occupancy.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Lynn View Community Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Alterations and Additions. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part except movable furniture and trade fixture.

8. Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Notwithstanding the provisions of this section hereinabove, Landlord shall repair and maintain the exterior walls and roof of the building of which the Premises are a part, unless the necessity for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby

waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for bodily injury, property damage, and contractual coverages in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in a general aggregate. The policy shall have no sublimits and sufficient fire legal liability limit to reimburse for any fire damage to Tenant's or other leased and unleased spaces. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Tenant.

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon execution of the lease and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Tenant's insurance policies shall include appropriate clauses waiving all rights of subrogation against Landlord with respect to losses payable under such policies.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Lynn View Community Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above.

[Acknowledgements Deleted for Inclusion in This Resolution]

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

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

ADOPTED this the 1st day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Approving a Release with Donegal Insurance Group for Damage to City Property

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

Action Form No.: AF-271-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Rowlett/Hodgson
Presentation By: Rowlett

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution authorizes the execution of a release with Donegal Insurance Group to resolve a claim for damages to a traffic light on East Stone Drive at Pinebrook, which was snagged and pulled free while Triad Towing & Hauling, LLC, driver David Vaughn, was towing a large dump truck. The cost to repair the traffic light was \$3,013.71.

To finalize this offer, Donegal Insurance Group has requested a release be executed by City in exchange for payment of damages.

- Attachments:**
1. Resolution
2. Release

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH DONEGAL INSURANCE GROUP AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on July 17, 2023, a truck being towed by Triad Towing & Hauling, LLC, allegedly made contact with a traffic light at the intersection of East Stone Drive and Pinebrook Drive, which caused the traffic light to fall; and

WHEREAS, the cost to the city to repair the traffic light was \$3,013.71; and

WHEREAS, Triad Towing & Hauling's insurer, Donegal Insurance Group, without admitting liability has offered to settle the claim with the city for the damages incurred in the amount of \$3,013.71; and

WHEREAS, Donegal Insurance Group requires a release be executed by city in order to resolve the claim.

Now therefore,

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

SECTION I. That a Property Damage Release with Donegal Insurance Group in the amount of \$3,013.71 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 Property Damage Release with Donegal Insurance Group, to deliver the release and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the release and this resolution, said release being as follows:

Claim No.: CAS-TN-03-23-1118021

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **Three Thousand, Thirteen Dollars and Seventy- One Cents (\$3,013.71)** to be paid to **City of Kingsport** do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **David Vaughn, Triad Towing & Hauling LLC, Donegal Insurance Group** and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown,foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the **17th** day of **July, 2023** at or near **E Stone Drive & Pinebrook Dr, Kingsport, TN.**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.
[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 release set out herein that do not substantially alter the material provisions of the release, 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 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **Three Thousand, Thirteen Dollars and Seventy-One Cents (\$3,013.71)** to be paid to **City of Kingsport** do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **David Vaughn, Triad Towin & Hauling LLC, Donegal Insurance Group** and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the **17th** day of **July, 2023** at or near **E Stone Drive & Pinebrook Dr, Kingsport, TN.**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this ____ day of ____, 20__.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

State of Tennessee } S.S.
County of Sullivan }

Personally appeared before me, _____, a Notary Public in and for the State and County aforesaid, Patrick W. Shull, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, the within named bargainor, a municipal corporation of the State of Tennessee, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Mayor.

WITNESS my hand and official seal at office in Kingsport, Sullivan County, Tennessee, this ____ day of _____, 2023.

Notary Public

My commission expires: _____

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase Phonics Intervention Kits for Kingsport City Schools from Benchmark Education Using TIPS Cooperative Purchasing

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

Action Form No.: AF-251-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
Over the past several years, Kingsport City Schools have used different intervention materials for English Language Arts and Math in Multi-Tiered System of Support (MTSS) intervention periods. In prior years KCS has used a variety of products to support teachers in providing phonics instruction. KCS would now like to purchase phonics intervention kits from Benchmark Education using TIPS contract 200903 at a total cost of \$69,410.25.

Kingsport City Schools benefit from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from FY24 School General Purpose Funds

The Board of Education approved this motion on August 8, 2023.

Attachments:
BOE Recommendation
Quote

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BENCHMARK EDUCATION UTILIZING THE INTERLOCAL PURCHASING SYSTEM CONTRACT NO.: 200903 FOR PHONICS INTERVENTION KITS FOR KINGSPORT CITY SCHOOLS

WHEREAS, the city entered into an agreement with The Interlocal Purchasing System (TIPS) Program for cooperative purchasing in December 2022; and

WHEREAS, Tenn. Code Ann. § 12-3-1205(b)(2) authorizes any local government to participate in a master agreement adopting a resolution accepting its terms and through which a participant may make purchases so long as the participant acquires and maintains documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, by utilizing the TIPS Contract No.: 200903, the city can purchase phonics intervention kits at a one-year total cost of \$69,410.25; and

WHEREAS, the Board of Education approved this action at the August 8, 2023, meeting; and

WHEREAS, funding for this project is in the FY24 School General Purpose budget.

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 Benchmark Education for phonics intervention kits for Kingsport City Schools in the amount of \$69,410.25, which will be funded by the FY24 School General Purpose budget, 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 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**BENCHMARK
EDUCATION
COMPANY**
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

QUOTE: 45717

Customer:
FINANCE-ACCOUNTS PAYABLE
KINGSPORT CITY SCHOOL DISTRICT
415 BROAD STREET
KINGSPORT TN 37660
United States

Ship To:
Jennifer Pangle
Kingsport City School District
400 Clinchfield Street
Kingsport TN 37660

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY8189D	Phonics Intervention Level 1 Teacher Package Print and Digital 3-Year	Current	\$1,625.00	5	\$8,125.00
XY8190D	Phonics Intervention Level 2 Teacher Package Print and Digital 3-Year	Current	\$1,625.00	3	\$4,875.00
XY8191D	Phonics Intervention Level 3 Teacher Package Print and Digital 3-Year	Current	\$1,625.00	9	\$14,625.00
XY8192D	Phonics Intervention Level 4 Teacher Package Print and Digital 3-Year	Current	\$1,625.00	9	\$14,625.00
XY8193D	Phonics Intervention Level 1 Student Package Print and Digital 3-Year	Current	\$200.00	30	\$6,000.00
XY8194D	Phonics Intervention Level 2 Student Package Print and Digital 3-Year	Current	\$200.00	18	\$3,600.00
XY8195D	Phonics Intervention Level 3 Student Package Print and Digital 3-Year	Current	\$200.00	54	\$10,800.00
XY8196D	Phonics Intervention Level 4 Student Package Print and Digital 3-Year	Current	\$200.00	54	\$10,800.00
PR991	PD-Free Implementation (Gratis)	On-Site	\$0.00	1	\$0.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
\$73,450.00	(\$7,345.00)	\$0.00	\$3,305.25	\$69,410.25 USD

Memo
Applied BTSSave10 Promotion: 10% Discount. Excludes: core, BW, BL, BA, BT, Benchmark Adelante, Listos y adelante, Ready to Advance, Individual Reycraft books, individual trade books, individual PD Essentials Books, or custom orders. 5% Shipping and Handling Applied. Tips Contract Number: 200903



BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative

Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

QUOTE: 45717

- * The above pricing cannot be combined with any other offers.
- * Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
- * All digital subscriptions will end on July 31st the last year of the term purchased.
- * Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

Page: 2 of 3	Customer #: B0099	Item XII.3.	Quote: 45717
Quote Date: 7/10/2023	E02192 Kevin Weiser		



**BENCHMARK
EDUCATION
COMPANY**
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

QUOTE: 45717

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

• Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary

• Onboarding Tech Contact Name

• Onboarding Tech Contact E-Mail

• **REQUIRED**

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service

* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: <https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy>). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.



Dr. Rhonda Stringham
Assistant Superintendent - Instruction

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2132
f: (423) 378.2120

rstringham@k12k.com
www.k12k.com

To: Dr. Christopher Hampton, Superintendent and KCS BOE
From: Dr. Rhonda Stringham, Assistant Superintendent - Instruction
Date: July 14, 2023
Re: Request Approval to Purchase Benchmark Phonics Intervention Kits

Over the past several years, KCS schools have used different intervention materials for English Language Arts and Math in Multi-Tiered System of Support (MTSS) intervention periods. In prior years KCS has used a variety of products to support teachers in providing phonics instruction.

Benchmark Phonics Intervention (BPI) program is designed for students who are two or more years below grade-level expectations. Lessons are designed to be delivered one-on-one or in small groups. Curriculum and Instruction purchased several Benchmark Phonics Intervention kits for use by Interventionists (including ESSER Interventionists) in KCS this past year. Intervention teachers that used BPI last year expressed that their students experienced increased growth such as they had not seen before. Interventionists reported increased student progress in school data meetings and with our MTSS Specialist. This request represents our efforts to provide an intervention opportunity to students that was previously provided with different products. Students will have access to quality, cohesive materials ensuring a guaranteed and viable experience throughout the district.

Cost for SY23-24 is \$69,410.25 and will come from the C&I budget. This reflects a 10% savings using the TIPS Contract 200903. I recommend that the Board approve this request to purchase Benchmark Phonics Intervention kits.



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145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

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QUOTE: 45717

Customer:
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KINGSPORT CITY SCHOOL DISTRICT
415 BROAD STREET
KINGSPORT TN 37660
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Ship To:
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Product Code	Title	Price Level	Unit Price	Qty	Total Price
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Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
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Memo
Applied BTSSave10 Promotion: 10% Discount. Excludes: core, BW, BL, BA, BT, Benchmark Adelante, Listos y adelante, Ready to Advance, Individual Reycraft books, individual trade books, individual PD Essentials Books, or custom orders. 5% Shipping and Handling Applied. Tips Contract Number: 200903



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QUOTE: 45717

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- * Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
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Page: 2 of 3	Customer #: B0099	Item XII.3.	Quote: 45717
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EDUCATION
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Contact representative
Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

QUOTE: 45717

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

• Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary

• Onboarding Tech Contact Name

• Onboarding Tech Contact E-Mail

• **REQUIRED**

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
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AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Cintas for Kingsport City Schools Maintenance Department Uniform Rental Service Using Omnia Partners Cooperative

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

Action Form No.: AF-269-2023
Work Session: N/A
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
In 2020, the city entered into an agreement with Cintas for the School Maintenance Department uniform rental service. At this time, the administration desires to renew the agreement through 2027 using Omnia Partners Cooperative Contract Number R-BB-19002.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from FY24 School General Purpose Funds

The Board of Education approved this motion on August 8, 2023.

Attachments:
Resolution
Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR UNIFORM RENTAL SERVICES FOR THE KINGSPORT CITY SCHOOLS MAINTENANCE DEPARTMENT THROUGH OMNIA PARTNERS COOPERATIVE

WHEREAS, staff recommends entering into a four year agreement to purchase uniform rental services for the Kingsport City Schools Maintenance Department from Cintas utilizing Omnia Partners Cooperative; and

WHEREAS, the agreement will be a not to exceed amount of \$50,000 annually; and

WHEREAS, Tenn. Code Ann. § 12-3-1205(b)(2) authorizes any local government to participate in a master agreement by adopting a resolution accepting its terms and through which a participant may make purchases so long as the participant acquires and maintains documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, funding is available in FY24 General Purpose Funds; and

WHEREAS, the Board of Education approved this action on August 8, 2023.

Now therefore,

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

SECTION I. That the agreement with Cintas for Kingsport City Schools Maintenance Department uniform rental services is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Cintas for Kingsport City Schools Maintenance Department uniform rental services, 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 board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

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

ADOPTED this the 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FACILITIES SOLUTIONS AGREEMENT

Location No. 56M

Contract No. R-BB-19002

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 7/25/2023

Customer/Participating Agency City of Kingsport for its Kingsport City Schools

Phone (423) 378-2100

Address 415 Broad Street City Kingsport State TN Zip 37660

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Work Shirt (Short or Long Sleeve)	.159
270	Cargo Pant (Men's)	.295
970	Work Jacket	.420
388/389	Cargo Pant (Women's)	.295

- This agreement is effective as of this date from 7/25/2023 to 7/25/2027, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$1.25 ea • Company Emblem \$2.00 ea
- Customer Emblem \$n/a ea • Embroidery \$n/a ea
- COD Terms \$n/a per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
- Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
- Minimum Charge \$50 per delivery.
- Make-Up charge \$1.25 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$10 per garment.
- Seasonal Sleeve Change \$n/a per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$n/a
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$5 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Uniform Advantage .045, Prep Advantage .023, Emble

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

- ____ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.
- ____ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 56M _____ CUSTOMER:
Please Sign Name _____

By: Rob Nester _____ Please Print Name _____

Title: Key Account Manager _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company’s normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer’s logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Proposal For:	City of Kingsport Schools
Date:	7/25/2023

Items	Quantity	Price	Total	
Work Shirts	11	0.159	1.749	
Cargo Pants	11	0.295	3.245	
Work Jackets	2	0.420	0.840	
Cintas Representative:	Rob Nester (606) 232-1141			



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Chris Jackson

Type Name

National Director - Government

Title

12/19/18

Date

PURCHASING AGENCY:

Anthony E. Crosby

Authorized Signature

Anthony Crosby, CPPO, CPPB

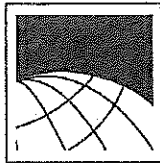
Type Name

Supervisor of Purchasing

Title

12/21/18

Date



MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). **CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH.** Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

 _____ Contractor Authorized Signature	<u>12/19/18</u> _____ Date
 _____ Title	
 _____ Anthony Crosby Supervisor of Purchasing	<u>12/21/18</u> _____ Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser		
D16	Medium Dispenser		
D20	Large Dispenser		
R110	Return Unit		
RX	Wall Mounted Unit		

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is [REDACTED]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [REDACTED] discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sletman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
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Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
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(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: [REDACTED]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [REDACTED] Ex: Actual weekly rental is [REDACTED] for uniforms and mats. Customer is charged [REDACTED] as the "min stop charge" on top of the [REDACTED] To reach a total of [REDACTED] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tag with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [REDACTED] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [REDACTED] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable? Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [REDACTED] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?

[REDACTED]

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [REDACTED] in 10 years.

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by [REDACTED]. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

[REDACTED] Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

[REDACTED]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

**Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY**

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[REDACTED]	Cintas has committed to US Communities participating public agencies
2 Uniform Leasing	[REDACTED]	a 10% discount off of National Account Book Pricing for all items.
3 Uniform Purchase	[REDACTED]	National Account book pricing is,
4 Shoe Purchase	[REDACTED]	generally, [REDACTED] off of local pricing structure.
5 Mat/Mop Rental	[REDACTED]	
6 Mat/Mop Leasing	[REDACTED]	
7 Mat/Mop Purchase	[REDACTED]	
8 Restroom Supplies	[REDACTED]	
9 Restroom Services	[REDACTED]	
10 Deep Cleaning Services	[REDACTED]	
11 First Aid/Safety Supplies	[REDACTED]	Can Vary by product. Minimum savings listed
12 AEDs	[REDACTED]	
13 Fire Protection Services	[REDACTED]	
14 Promotional Products	[REDACTED]	Can Vary by product. Minimum savings listed
15 Miscellaneous	[REDACTED]	
16 Other	[REDACTED]	

Item XII4.

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean			
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Item XII.4.

Garment Rental			
Minimum Order Size	\$		
Lockers	\$		
Make Up -Waived on Initial installation and for the 1st 30 days of service	\$		
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost		
Name Tag	\$		
Size Premium (starting at 2XL)	\$		

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish		
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Prices for weekly Leases (no cleaning)	Prices for weekly rental (with cleaning)	L/R Charge
1	Cintas	395	EA	Comfort Work Shirts 65/35 Poly Cotton				
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	940	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jein Pant 100% Cotton				
12	Cintas	82570	EA	Chf Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chf Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	333	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly				
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82487	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	388	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	391	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chf Coat XS-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chf Coat, XS-XL				
41	Cintas	10796	EA	3X5 Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3X5 Safety Mat				
45	Cintas	84301	EA	3X5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Mop				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Item XII.4.

Nationwide Usage				Proposed Price/Equipment					
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton					
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton					
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton					
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton					
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton					
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton					
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton					
8	Cintas	205	EA	Womens Comfort Work Shirt w/pocket 65/35/ Cotton					
9	Cintas	330	EA	Cotton Work Shirt 100% cotton					
10	Cintas	340	EA	Cotton Work Pant 100% Cotton					
11	Cintas	394	EA	Jeans Pant 100% Cotton					
12	ChefWorks	82470	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rentals Only				65575	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawstring 65/35 Poly/Cotton				35550	Bogey Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)					
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly					
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slit)					
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton					
20	Cintas	259	EA	Pre-Knit Polo Shirts Moisture Wicking 100% Poly					
21	Cintas	288	EA	Pre-Knit Polo Shirts 100% Poly					
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23	Cintas	966	EA	High Image Jacket 65/35 Poly/Cotton					
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only				59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly					
27	Carhartt	364	EA	Carhartt Shirt 100% Cotton Rental Only				332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only				74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only				74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	363	EA	Carhartt Work Pants 100% Cotton Rental Only				74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only				69859	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only				70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only				60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only				70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Overall Rental Only				8723	TecSafe Plus FR Overall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL				65463	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL				106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size				82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL					
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Barret)					
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago				106343	Cintas Classic Che Coat Womens Direct Sale

Item XII.4.

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	\$	
	Head Protection Program		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshield		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	\$	
	Total Program Weekly Cost	\$	

Available Glove Sizes 8-12

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT [REDACTED] OFF NATIONAL VOLUNTARY BOOK PRICING (OR [REDACTED] OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages		



Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
Services:					
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea		
Unit Test, Recharge and Repair Parts:					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea		
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea		
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea		
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea		
EEPIN	Pull Pin	Per unit.	ea		
New Extinguishers:					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
2.5# ABC Ext	2.1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
Emergency Light Parts and Services:					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
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Inspection & Parts							
INKS	Kitchen System Inspection - single or first tank	Per system.	ea				
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea				
EELINK	Fusible Link	Per unit.	ea				

Item XII4.



Item	Description	Comment	Qty	California	
				Price	USC Price
Inspection & Parts					
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea		
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea		
INSPBFI	Fire line backflow test per valve	Per unit.	ea		
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea		
INSPBFD	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea		

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Item XII4.



Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea		
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.	ea		
INFADD	Duct Detectors	Per unit.	ea		

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Item XII4.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea		
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Item XII4.

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (Heartsaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$	Per Person
65001B	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.									
**Course hours are based on adult only courses and will be longer if pediatric training is done.									
***Open Enrollment classes are based on local schedules and availability.									
****Additional charges apply for remote class locations and classes outside of normal business hours.									

ONLINE CPR, FIRST AID & AED TRAINING:

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$		Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$		Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$		Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$		Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$		Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$		Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$		Per Class



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase a Galaxy Outdoor Electronic Message Center for Dobyys Bennett High School Using Sourcewell Cooperative Purchasing

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

Action Form No.: AF-264-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
In order to get a timely installation, the administration recommends utilizing the Sourcewell Cooperative Purchasing Agreement with Daktronics to purchase a new marquee at Dobyys-Bennett High School (Contract 030223). The total cost is \$57,709.00.

Kingsport City Schools benefit from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from a donation received from Andy and Amanda Eidson.

Attachments:
Resolution
Quote
Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DAKTRONICS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 030223 FOR A GALAXY OUTDOOR ELECTRONIC MESSAGE CENTER FOR DOBYNS BENNETT HIGH SCHOOL

WHEREAS, funds have been donated to replace the outdoor electronic message center at Dobyns Bennett High School; and

WHEREAS, staff recommends the purchase of one (1) Galaxy Outdoor Electronic Message Center from Daktronics utilizing Sourcewell Cooperative Purchasing Agreement #030223 at a cost of \$57,709.00 with an option for a two module package at \$1,920.00 for the total cost of \$59,629.00; and

WHEREAS, T.C.A. § 12-3-1205(b)(2) authorizes any local government to participate in a master agreement adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, the Board of Education approved this action on August 8, 2023.

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 Daktronics for a Galaxy Outdoor Electronic Message Center for Dobyns Bennett High School in the amount of \$59,629.00, which has been funded by a donation from Andy and Amanda Eidson, 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 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

DAKTRONICS QUOTE # 755993-1-3

Alternate Equipment: 1

Item No.	Model	Description	Qty	Price
1	GT6x-180X324-10-RGB-2V	Galaxy® Outdoor Electronic Message Center - GT6x Series - 10mm RGB; 2V Interconnect Cable Length Is 20 Feet Matrix: 180 lines by 324 columns Line Spacing: 10mm LED Color: RGB- 281 Trillion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 6' 6" H X 11' 1" W X 0' 7" D (Approx. Dimensions) Max Power: 4305 watts/display Weight: Unpackaged 680 lbs per display; Packaged 845 lbs per display	1	\$56,449.00
	Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan	1	
	Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	
	System Startup	Final Commissioning of Equipment	1	
2	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.	1	\$1,260.00

Services

3	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Venus® Control Suite Basic 10-Year Subscription	Secure, web-based software that enables display management anytime, anywhere via internet connection.	1	
	Venus® Control Suite Training Onboarding	Venus® self guided training videos. (English only.)	1	
	Daktronics Verizon Lifetime 4G Cellular Data Plan for VCS, Up to 100,000 Pixels	Daktronics Verizon Lifetime 4G Cellular Data Plan Per Modem, for Venus Control Suite on Displays Up to 100,000 pixels. Excludes streaming data feeds and diagnostics.	1	

Total Price Excluding Applicable Tax:	\$57,709.00
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Please reference listed sales literature: DD1628383 for G5C5-W, DD3512730 for Daktronics Verizon Modem, 4G, Ethernet, DD4008961 for GT6x-144X288-10-RGB-2V, DD4008961 for GT6x-180X324-10-RGB-2V

Please reference listed shop drawings: DWG-04296167 for GT6x-144X288-10-RGB-2V, DWG-04708153 for GT6x-180X324-10-RGB-2V

Options

Please contact your sales representative for additional information

GT6x/VT6x RGB 10mm Spare Parts - Two Module Package	Includes Two (2) Modules and Sata Cables	1	\$1,920.00
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**Solicitation Number: 030223****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Daktronics, Inc.**, 201 Daktronics Dr., Brookings, SD 57006 (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 **Scoreboards, Digital Displays, and Video Boards with Related 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and 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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell 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

Sourcwell'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 Sourcwell 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 Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products 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 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, 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 primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier 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.

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

Daktronics, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/18/2023 | 8:03 PM CDT

DocuSigned by:
Tom Coughlin
By: 36F9F2AF618D48E...
Tom Coughlin
Title: Sales Manager
Date: 6/19/2023 | 8:45 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 6/19/2023 | 10:06 PM CDT

RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name: Daktronics, Inc.
Address: 201 Daktronics Drive
Brookings, South Dakota 57006
Contact: Lauren Cloud
Email: lauren.cloud@daktronics.com
Phone: 630-989-0905
HST#:

Submission Details

Created On: Friday January 13, 2023 08:21:31
Submitted On: Thursday March 02, 2023 13:16:00
Submitted By: Lauren Cloud
Email: lauren.cloud@daktronics.com
Transaction #: 9779eb0d-6d97-4e1c-8ec5-1ec36cfe7901
Submitter's IP Address: 63.85.214.4

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")	Daktronics, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	32576
5	Proposer Physical Address:	201 Daktronics Dr. Brookings, SD 57006
6	Proposer website address (or addresses):	www.daktronics.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):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lauren Cloud - Sales Administration lauren.cloud@daktronics.com (605) 692-0200

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Now in our 55th year, Daktronics has grown from a small South Dakota electronics startup company to a world leader in informing and entertaining audiences through dynamic audio & visual communications systems. Daktronics was founded in 1968 by Drs. Aelred Kurtenbach and Duane Sander, professors of electrical engineering at South Dakota State University in Brookings, SD. Their mission was to start a company that could provide good paying jobs to graduating SDSU students and provide opportunities to stay in the Brookings area. The company began with the design and manufacture of electronic voting systems for state legislatures. In 1971, with the help of their friend who was the long time SDSU wrestling coach, Kurtenback and Sanders developed the patented Matside® wrestling scoreboard, which was the first product in the company's growing and evolving line of 'catalog' scoreboards. Daktronics secured a contract for the 1980 Winter Olympic games in Lake Placid, NY that included scoring and timing displays at over a dozen venues including the Olympic Ice Center, now Herb Brooks Arena and site of the USA/USSR "Miracle on Ice" hockey game. As the need for electronic displays grew, Daktronics seized the opportunity with the first transportation roadway display for the Connecticut DOT in 1988. Daktronics' sports business grew rapidly in the 1990s with the installation of LED Video displays in many major college venues, the NLF, MLB, NBA and NHL. Daktronics enjoys a large market share with these leagues still today including 18 of the last 19 Super Bowls being played at stadiums with Daktronics technology. In 2001, the first digital billboard was sold to Lamar Advertising and in 2004, the iconic Coca Cola display was installed at Two Times Square in New York City. Throughout this time, Daktronics sports, transportation and commercial business grew in North America and expanded internationally. This work continues today with a local sales presence in all 50 states and Canada with long standing relationships in public and private education markets of K-12, 2-year and 4-year College and Universities. Our products and services also span the needs of City, County, State and Federal government agencies including Departments of Transportation, Mass Transit, Aviation and the Military. Since our beginnings in 1968, Daktronics has grown from a small company operating out of a garage to a world leader in the display industry. The company employs more than 2,700 people working under more than 1 million square feet of its manufacturing and office facilities. In 1994, Daktronics, Inc. became a publicly traded company, offering shares under the symbol DAKT on the NASDAQ National Market system. The common threads through our growth and consistency these 55 years years is our core values; Helpful, Humble, Honest. Our mantra is Customers for Life and this guides us in our work each day. Daktronics has enjoyed our relationship with Sourcewell during these first few years of our partnership. We are excited about the growth that we have experienced with this contract. We are confident that it is just the beginning as we build on what we have started in education and sports and expand rapidly into the ever-growing opportunities in Transportation, Government, Military and other areas.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Winning this award is something that we would be very proud of. We would be excited to continue to share with current Sourcewell members and potential members the ability to utilize the contract to easily purchase the goods that they desire.</p> <p>In addition to our core products and core customer base, we will continue to add to our product offerings and expand our reach in areas that can utilize this award. Traditionally, scoring and sports LED displays have been the primary products sold through the Sourcewell contract. Winning this award will allow us to continue to grow the knowledge of the Sourcewell contract with our customers in other markets like airports, train stations, roadways, and military control rooms. These are all spaces that are growing for Daktronics and the value of this award will help Sourcewell members be successful in purchasing high quality LED products.</p> <p>Daktronics has experience great success in our partnership with Sourcewell, but it is also recognized that our ability to grow with this award is much larger than where we are today. If we do receive this award, our expectations are to grow our business through Sourcewell by promoting the award in all of our new and existing public sector markets, with all of our new and existing products.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Some of our financial highlights from FY2022 were as follows:</p> <ul style="list-style-type: none"> • Fiscal net sales of \$611.0 million as a result of record orders and eased pandemic related site restrictions. • Operating income of \$4.0 million realized through headwinds of inflation in materials, personnel, and freight related expenses. • Product Order Backlog of \$472 million, driven by record order volume of \$846.1 million and softer conversion to sales due to supply chain challenges. <p>Some financial highlights through quarter 2 of fiscal year 2023:</p> <ul style="list-style-type: none"> • Net sales of \$359.4 million, a 16.2 percent increase from the second quarter of fiscal 2022. • Orders of \$353.0 million, a 2.2 percent increase from the second quarter of fiscal 2022. • Product Order backlog remains at historically high levels of \$463.1 million. <p>We will be releasing our quarter 3 fiscal year 2023 results within the next 2 weeks. Financials are available at www.daktronics.com on the Investors tab. The company does not release contact information of trade vendors or bankers since the company is publicly traded and sufficient information is therefore available to support credit decisions.</p> <p>See Financial Strength Attachment in document tab.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Approximately 60%</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Approximately 15%</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No. Daktronics, Inc. has never petitioned for bankruptcy protection.</p>
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>At Daktronics we design, engineer, and assemble our products from factory locations in Brookings and Sioux Falls, SD and Redwood Falls, MN. We believe that offering products from our factories in the United States offers great value to Sourcewell Partners. We are among the largest employers in the cities and states we manufacture in, which means the continuous creation of good paying jobs that adds to the success of our communities. Daktronics sales strategy is a combination of direct and channel selling, depending on market. We have over 200 company employees that comprise our sales teams that work with customers in Primary and Secondary Education, Higher Education, Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation. These teams are segmented into 7 regions across North America including Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. For the markets in which we employ a sales channel distribution, we have our employee salespeople working with a vast network of resellers that include Sign Companies, Audio Visual Integrators, Construction Contractors, and Independent Dealers. While we continue to focus on strategically growing our sales channels, many of our resellers have been Daktronics partners for several decades. Our Customer Service organization operates separate from but in orchestration with our sales organization. It is comprised of over 300 customer service coordinators, technicians, field engineers and service partners. All technical service, repair, and work is managed and performed by Customer Service and done so within our integrated Sales Force CRM for complete visibility to both our service and sales organizations.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Daktronics holds licenses to do business in all 50 states; further, we maintain general contractor or specialty licenses in many jurisdictions.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Daktronics has never been suspended or disbarred.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019: Forbes Best Midsize Employer 2019: Recognized as a 40-year sponsor of the National Interscholastic Athletic Administrators Association 2021: Dairy Queen Equipment Vendor of the Year
20	What percentage of your sales are to the governmental sector in the past three years	For the past three years, the government sector has been 8.1% of our total sales. CY20 – 7.5% CY21 – 8.3% CY22 – 8.3%
21	What percentage of your sales are to the education sector in the past three years	For the past three years, the education sector has averaged 30.4% of our total sales. CY20 – 26.9% CY21 – 33.9% CY22 – 29.5%
22	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?	Cooperative agreements that Daktronics holds including sales volume for the previous three years are as follows: Association of Educational Purchasing Agencies (AEPA) 2020 - \$9.7M 2021 - \$15.3M 2022 - \$11.2M BuyBoard 2020 - \$10.4M 2021 - \$13.9M 2022 - \$9.6M Omnia Partners 2020 - \$12.5M 2021 - \$18M 2022 - \$31M Sourcewell 2020 - \$4.2M 2021 - \$31.5M 2022 - \$34.8M The Interlocal Purchasing System 2020 - \$220K 2021 - \$2.6M 2022 - \$1.4M State of Utah 2020 - \$103K 2021 - \$508K 2022 - \$342K Huron Valley Schools 2020 - NA 2021 - NA 2022 - \$129K
23	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?	Daktronics does not currently hold any GSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
University of Maryland - College Park	Josh Kaplan	301-314-9729
University of Texas Austin - Intercollegiate Athletics	Fernando Lovo	512-217-7544
Anne Arundel County Public Schools	Marlene Mueller	410-222-5178

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
Val Verde Unified School District	Education	California - CA	This contract was to provide new LED message centers for all schools within Val Verde Unified School District. It was required for the vendor to provide a software that was cloud-based with a hierarchy system that will allow the school district to oversee all marquees and have the capability to send content to any marquee from the district level. Daktronics provided GT6x 8mm displays to 25 schools. Each order included System Startup and a One-on-One Webinar Software Training. This contract was for product only, the installation was provided by another company.	25 Orders Booked ranging from \$20K-71K.	\$803,766
Salinas Unified School District	Education	California - CA	Salinas Unified School District partners with Daktronics for new stadium video boards, scoreboards, and control equipment for Salinas, Alisal, Rancho San Juan, North Salinas, and Everett Alvarez High Schools. This new equipment will provide opportunities for students to further education and hands on experience with video production equipment and software. The curriculum package provided with the equipment will plan on being implemented into a classroom setting for education. This will give students the opportunity to be involved with gameday/event production by creating content and implementing media files for various sporting events, graduation, fundraisers, movie night, and more. The district also purchased new baseball and softball scoreboards for their schools over the past few years to support and energize those programs.	10 Orders Booked ranging from 37K-138K.	\$906,426

University of Maryland- College Park	Education	Maryland - MD	Daktronics worked with the University of Maryland to replace and expand the original video display in the east end zone of their football stadium as well as delivering a new larger video display in the west end zone. As part of the project, a custom point-source sound system and two state-of-the-art control rooms were implemented to complete the full audiovisual experience and support both video displays. The west end zone display was 7th largest in all of college football at the time of installation. It features 10-millimeter pixel spacing and measures 54 feet high by 120 feet wide. The sound system included additional satellite speakers along the concourses for a consistent audio experience. The control rooms feature Daktronics Show Control solution and Live Clips, a dual-channel multimedia broadcast server system designed for game entertainment and live productions. Together, these control solutions provide the ultimate game-day experience and flexibility to operators for any event held at the venue. One of the control rooms required new construction and Daktronics worked with a general contractor to complete the project. Everything was installed and operational for Maryland's first nationally televised home football game of the season.	2 Orders Booked ranging from 466K-14M.	\$14,797,859	*
UOTA- Intercollegiate Athletes	Education	Texas - TX	Daktronics worked with the University of Texas to provide them with LED displays and scoring systems to provide entertainment and information to their fans at multiple venues on campus. We also work with this University to provide state of the art control systems that provide the content on these displays.	4 Orders Booked ranging from 78K-1.8M.	\$3,450,412	*
Louisiana State University	Education	Louisiana - LA	Daktronics worked with Louisiana State University to provide LED displays and scoring systems at multiple venues on campus including Aquatics, Track, Basketball, Baseball, Football, and Softball, as well as control systems for all of these venues. These systems are used to inform and entertain their students and fan base.	5 Orders Booked ranging from 93K-718K.	\$1,350,140	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>Our Daktronics sales force is comprised of over 150 field sales and inside sales representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. Our Daktronics sales force is comprised of over 150 field sales and inside sales representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada.</p> <p>See Region Map Document in the Additional Documents attachment for visual of the 7 regions for field sales territory.</p>
27	Dealer network or other distribution methods.	<p>Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories.</p> <p>The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont.</p> <p>In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business.</p> <p>Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories.</p> <p>The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont.</p> <p>In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business.</p> <p>See Dealer/Reseller Document in the Additional Documents attachment for a full list of approved Dealers and Resellers.</p>

<p>28</p>	<p>Service force.</p>	<p>Daktronics customer service teams consists of over 560 trained and experienced employees that service valued Sourcewell members each day. Our service employees focus solely on their specific services responsibilities that include Service Coordination, Technical Support, Service Projects, Escalated Support, Professional Services, Service Sales, Field Services, In House Repair Center and Continuous Improvement. Our primary support delivery teams Service Coordination (65+ dedicated employees), Technical Support (80+ dedicated employees) and Field Services (approximately 360 dedicated employees) activities are broken out below.</p> <p>Service Coordination:</p> <ul style="list-style-type: none"> • Quote and Process Orders for service parts and onsite labor • Service Invoice Inquiries • Questions on warranty or coverage • Information on order status and backorders <p>Remote Technical Support:</p> <ul style="list-style-type: none"> • Provide remote troubleshooting and diagnose issues utilizing diagnostic software • Provide part recommendations • Develop plan of Action/Next Steps to resolution <p>Field Services:</p> <ul style="list-style-type: none"> • Nationwide network of local resources trained to provide onsite technical support to troubleshoot, diagnose and resolve issues <ul style="list-style-type: none"> o 59 Daktronics Field Engineers across the United States, with positions opened to target approximately 70 as a result of expected demand o Approximately 125 Daktronics Service Partners companies, with over 300 Daktronics trained and skilled technicians available to be dispatched for onsite work <p>See Service Map Document in the Additional Documents attachment for a map of Daktronics field engineers and Service partners.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Sourcewell members will be provided with a quote from Daktronics for equipment per their project requirements. Each quote will indicate the Sourcewell contract number and logged in Salesforce. Once the Sourcewell member is ready to order, Daktronics will create order documents that include the finalized equipment list being ordered, signature page, and order information form to confirm bill to, ship to, installation addresses and contacts.</p> <p>Sourcewell members can sign the order documents form or provide a purchase order and send to their Daktronics sales team. Daktronics will enter their order is our ERP system by a project coordinator, who will then provide an order acknowledgement document to notify the Sourcewell member that their order has been entered and pertinent details about their order.</p> <p>All Sourcewell member orders placed through an authorized Daktronics dealer or reseller will follow the same process, Daktronics will confirm equipment with the dealer or reseller and create order documents that list the Sourcewell contract number. The dealer or reseller will place the order with Daktronics with Daktronics continuing to be responsible for paying the administrative fee and quarterly reporting. Daktronics strong partnerships with our dealers and resellers helps us have a larger footprint in our industry. The ability for our dealers and resellers to utilize the Sourcewell contract helps them secure more orders and offer a benefit others may not be able to offer.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Daktronics' Service coordination and technical support teams are using the latest technology to address Sourcewell members requests and inquiries. Our Service coordination and technical support teams are available during our standard business hours of 7 am- 7 pm customer local time. Additionally, we have extended options for members that desire phone support 24/7 for critical needs.</p> <p>Our services teams utilize our software system to track and forecast incoming demand. This allows our teams to plan for adequate staffing levels to support Sourcewell members in the future and make real time adjustments to plan should we see variance in forecasted demand. We provide Sourcewell members access to MySupport our customer facing portal, providing individuals ability to create a new service case, add information to an open case, case history, receive real time notifications and status updates, attach photos, purchase orders and other reference files to name a few of the current features.</p> <p>Additionally, Daktronics uses phone routing logic that can identify member callers based on phone #, selection of technical and non-technical request type and will route to the first available agent that is trained on that product or request type inquiry to the appropriate expertise to provide first contact resolution.</p> <p>Daktronics, and specifically our Customer Services team, is dedicated to Continuous Improvement and has a team of individuals within the services organization who are focused on managing improvement projects. Our strategy is to eliminate waste when possible and reduce necessary waste. Using a cycle to Identify, Plan, Execute, and Review, also commonly known as Plan, Do, Check, Adjust. In addition, we strive to deliver an effortless experience for both customer and employees. All while looking for opportunities to automate through processes, systems and data.</p> <p>Daktronics utilizes measured weekly metrics to support various channel response times with set targets across each channel type. Service materials levels and repair line cycles are measured weekly and historically over time. Daktronics invests in a 3rd party phone survey to obtain feedback on satisfaction and effort. Sourcewell members are asked questions that are rated on a scale of 1-5 and provide verbatim comments on performance, experience and resolution. This valuable feedback has identified multiple trends and areas of opportunity that have been investigated and solutions implemented across teams.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Daktronics is currently providing service and support to Sourcewell Members throughout the United States. We have sales and service personnel living in our 9 identified regions across the country. We're committed to continuing and growing our service to all Sourcewell Members in the US across our entire product line. As previously mentioned, we focus our activity in different markets; including Primary and Secondary Education, Higher Education., Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Daktronics is currently providing service and support to Sourcewell Members throughout Canada. We're committed to continuing and growing our service top all Sourcewell Members in Canada across our entire product line.</p> <p>In Canada, Daktronics employs a direct sales channel in specific territories and an exclusive dealer agreement with Centaur Products in other areas. Daktronics also employee's additional product and engineering staff in Toronto to help guide the efforts with indoor digital signage.</p> <p>Centaur Products is Canada's most experienced scoreboard supplier and has experienced scoreboard and video display installations across the country.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no limitations that apply to our members in Hawaii and Alaska and US Territories.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>To achieve our marketing goal, Daktronics will communicate the purchasing benefits of the contract to Sourcewell Members, Daktronics sales team and dealers. We will continue to tailor our multi-channel approach to increase adoption of the Sourcewell contract in all public sector markets.</p> <p>Upon contract award, Daktronics will issue a news release, distributed through the wire, as well as relevant media contacts and our social media channels (Facebook, Twitter, and LinkedIn). This reaches our target audience through advertising, content creation and engagement with followers. Many members of our sales team are active on social media and actively share this type of news to gain added reach with members in their territories.</p> <p>Daktronics marketing will add a landing page to Daktronics.com, featuring the Sourcewell contract partnership, explaining the benefits of buying through Sourcewell, as well as a link to the Daktronics vendor page on Sourcewell.com.</p> <p>Sourcewell promotion through our Daktronics marketing assets will include:</p> <ul style="list-style-type: none"> • Placing Sourcewell logo on all regional sales flyers • Purchasing options in Daktronics print/digital catalogs • Mention of Sourcewell contract on Daktronics.com. <p>Early in 2023, Daktronics deployed an e-commerce site, enabling customers to log-in and buy selected scoring products. Customers can choose to receive pricing and complete their purchase using the Sourcewell contract. We intend to grow our e-commerce site to include more standard scoring products, to simplify the buying process. Allowing Sourcewell Members the ability to use this contract through e-commerce is of high priority for Daktronics.</p> <p>Daktronics attends 100+ conventions for K-12 Education and Parks and Recreation markets each year. These events are targeted to athletic directors, coaches, administration, school boards and city employees.</p> <p>In addition to our education market, Daktronics attends 50+ similar events for the collegiate and transportation businesses. The booth team and market material at these events will highlight the local brochures with Sourcewell's logos and contract benefits.</p> <p>Sales Training Activities Daktronics Sales Training is a proactive approach to increasing sales' awareness of the Sourcewell contract and the benefits it provides.</p> <ul style="list-style-type: none"> • Daktronics sales and market leadership will conduct sales training about the contract award through department webinars and emails, sharing the following: • Member benefits • Contract terms • Messaging strategies • Location of contract information • Breadth of products and services available for purchase through Sourcewell. <p>Each training is recorded and is made available to new personnel throughout the year. Our sales leaders use these recordings to quickly build knowledge with new hires.</p> <p>See Sourcewell Flyer attachment in the Marketing Plan document section for a sample of the marketing flyer.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have a large digital footprint with top search engine performance for target key words. Our site reaches over 1 million viewers every year with an average growth rate of 20%. Campaigns are optimized to target a mix of organic, social, and paid advertising audiences. Marketing automation technology assists our teams with capturing leads, scoring and nurturing them, and ensuring that potential buyers are quickly connected with our inside sales teams. A new e-commerce platform streamlines the buying process for stocked products by allowing customers to purchase with a credit card or PO. Decades of industry leadership has allowed us to establish a vast directory of contacts which we segment into target audiences for direct advertising campaigns. We adhere to all major privacy regulations to keep our contact data safe and secure.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Daktronics would anticipate a working relationship with Sourcewell to promote the contract in ways that are attractive to the market and highlight the strength of the contract.</p> <p>For example, many states have mandated shot clocks in the past year and schools need an easy, cost-effective way to purchase shot clocks that will work with their current scoreboards. In early 2023, Daktronics released our first E-commerce platform for high schools to purchase shot clocks. Daktronics e-commerce site allows Sourcewell members to quickly notify Daktronics of their membership status and make e-purchases on the contract. Daktronics expects more states to mandate shot clocks and this purchasing channel will grow.</p> <p>Through collaboration, Daktronics would anticipate a marketing campaign through mutual efforts to drive interest and adoption of e-purchases through the contract.</p> <p>In addition to e-purchasing, Daktronics inside sales and field sales staff is well versed in the value of the Sourcewell contract and promotes the use of the contract regularly in its core business.</p> <p>As Daktronics brings new products and solutions to the public sector, we anticipate additional sales staff will need to be trained and equipped with knowledge on the Sourcewell contract. Our sales leadership has employee standard discovery processes to help ensure any new staff is promoting the contract to provide maximum benefit to Sourcewell Members.</p>	*
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Daktronics has recently released a limited product offering on an e-procurement system.</p> <p>After the National Federation of High Schools announced their plan to support state adoption of shot clocks in basketball, Daktronics saw an opportunity to simplify the purchase process and reduce the effort on some products for Sourcewell Members. On the site, Sourcewell members can identify their member status and make a product purchase without the need to wait for quote and order documents. This is still in its early stages but proving to be a valuable sales channel that the market is excited to utilize.</p> <p>Today, shot clocks are the only product line on this system. We anticipate in the next few years to have a high volume of e-purchases due to the high number of states adopting shot clocks.</p> <p>Daktronics plans to expand the offering on the system to provide a much simpler way of purchasing more products for Sourcewell Members.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All of our customers, thus any Sourcewell Partner has a variety of choices of operating training. This pertains mostly to our control systems and accompanying proprietary software. This training often takes place after purchase and prior to installation so that customers have a good working knowledge from the start. We offer training in various forms including on-site 1:1 training, webinars, on demand videos, website hosted knowledge base articles and of course product manuals. We also offer annual summits where customers gather in person to learn and collaborate. They often participate in user groups that we have established on social media as well. Maintenance training is offered as well including self-installation, trouble shooting and basic repair, in addition to maintenance and repair training, support from customer service is always available through Customer Service.</p>	*
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Daktronics manufactures all of our audio, scoring, video and transportation communication products in the United States in Brookings and Sioux Falls SD and Redwood Falls, MN. We invest 4% of revenue annually into R&D to ensure that our products are on the cutting edge of technology, while maintaining a level of quality that our customers have come to expect. This includes a sophisticated, state of the art reliability lab that is located on our Brookings, SD campus. In this lab we utilize the latest advancements in environmental technology to test our products and components to failure. This gives us unique insight into what components to uses, how to design them and how to manufacture them into continuously improved finished products. We use these tests to develop proprietary and beneficial features for Sourcewell members like gel coated digits to resist water and corrosion, remote troubleshooting of our displays to keep service costs down, tablet control of scoreboards and video displays for easy, simple control. Positive pressure ventilation and air circulation systems to reduce heat, humidity, and cold temperatures for outdoor products.</p>	*
42	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Daktronics understands that sustainability involves commitment that must reach all levels of a company. It is the intention of Daktronics, Inc. to contribute to the protection and improvement of the environment. We are fully committed to comply with all local, state, and federal regulations. Daktronics, Inc. attempts to take a proactive status in establishing and maintaining environmental procedures that protect the environment, our employees' health, our customers, suppliers and surrounding neighbors. Whenever possible, Daktronics, Inc. will seek to reduce our *VOC and *HAP emissions by finding lower or no VOC replacement</p>	

products.

We strive to utilize our products most efficiently in order to reduce waste. We search to find the most effective means to reuse or recycle our waste products. When disposal of waste is necessary, Daktronics, Inc. will take steps to ensure that it is done in accordance with all local, state, and federal regulations. Daktronics, Inc. will also seek to conduct business with suppliers and subcontractors that share our concern for the environment. We will not tolerate known violations of environmental laws either by inaction or by actions of our employees, contractors, or suppliers.

Daktronics understands that environmental sustainability must be demonstrated by on-going commitment. While Daktronics utilizes some of the fundamentals found in the ISO 14000, we currently do not maintain ISO 14000 certification within our Manufacturing facilities. Daktronics strives to eliminate waste through automation and Lean manufacturing principles such as Five S (Sort, Straighten, Shine, Standardize and Sustain). Elements of 14000 we have implemented include:

- o Use of LEAN principles including Plan, Do, Check and Act, to identify areas where improvement and continually review is needed our Environmental Program.
- o Maintenance of a Chemical Review Program which restricts the use of chemicals that have environmental concerns.
- o Implementation of a general awareness program for factory employees. This general awareness is a component of new hire training.

To improve energy conservation in our facilities we have taken step to minimize our energy usage. Our production facilities including the factory floor, offices, conference rooms, restrooms are equipped with sensors that will shut off the lights after 15 minutes of inactivity. Daktronics utilizes office equipment that maintain an Energy Star Certifications in our United States facilities.

Daktronics have created RoHS-ready products completely devoid of mercury, cadmium hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ether (PBDE) and other hazardous materials. Several of the products produced by Daktronics are Lead free including the 1.9 and 2.5 mm Narrow Pixel Pitch (NPP) used in Indoor Applications.

Daktronics will aggressively recycle all eligible office and industrial materials. Materials which are recycled as part of our manufacturing processes include:

- o Aluminum
- o Steel
- o Cardboard
- o Plastic
- o Glass
- o Paint product cans
- o Wood
- o Paper
- o Printed Circuit Boards
- o Industrial solvents, such as those used in the manufacturing process.

Daktronics has established a corporate training which covers environmental responsibility for the handling of hazardous materials during spill response procedures. Currently, all employees responsible for the response and clean-up of chemical spills receive annual training. Additionally, Daktronics is working on the development of an Environmental education training program for all of our factory employees. This training will cover the handling and proper disposal procedures (note, this training is currently in place in a Redwood Falls facility).

Additional initiatives Daktronics uses to reduce environmental impact include:

- o A minimum of 10% post-consumer waste content in all resource and marketing materials.
- o Corrugated materials used as part of the shipping process will utilize materials containing 40to 80 % post-consumer fiber.
- o Compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- o All outer packing materials used for the shipping of these products are free of PVC and are recyclable.
- o Daktronics does not utilize materials which have been bleached during the manufacturing and or shipping process.
- o Daktronics understands that sustainability involves commitment that must reach all levels of a company. Daktronics will work through licensed recycling organizations to recycle older customer systems both Daktronics and non-Daktronics display.

Daktronics has implemented several practices to reduce waste and help Daktronics reach short- and long-term environmental goals.

See Green Initiatives Documents in the Additional Documents attachment.

43	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.	Although Daktronics does not have any eco-labels or certifications, we do utilize high quality LEDs to build our products. The choices we make allow our products to operate as efficiently as possible and minimize the power draw. These strategic choices not only reduce the needed energy for our displays, but it also extends the life of the product and reduces waste.	*
44	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.	Since Daktronics is a manufacturing company, on-site labor is primarily composed of subcontracting workforces hired to complete the installation of our products. Local, minority, and female labor participation would come from these subcontractor workforces. Daktronics works with its subcontractors to maximize participation on each project with labor participation goals.	*
45	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?	<p>Manufacturer - Daktronics has three manufacturing facilities in the United States that builds products from the component level. For Sourcewell Members, this is a large differentiator when valuing long term reliability and serviceability of products. Most LED display providers in the US purchase finished displays or finished panels from China and ships them to or assemble them in the US. This jeopardizes the companies' ability to service the product after 5 years and brings reliability into question. Daktronics controls all sourcing of components and requires long term contracts that ensure our products have available parts for the life of the display.</p> <p>Industry Specific - Daktronics is uniquely marketized to match Sourcewell Members in the industries they serve. Education, Government, Transportation, Military, Industry, Advertising, Hospitality and Entertainment. We not only have sales and marketing teams that work in these specific markets, but we have full engineering and support teams that focus on the needs of each industry. Because of this, we offer the widest range of solutions to Sourcewell Members.</p> <p>Education Market - Daktronics is one of few vendors that designs, manufactures, sells, and supports all of our scoring, video, messaging and audio products. This provides Sourcewell Members with one source of integration, procurement, and support. Daktronics is committed to helping Sourcewell Member schools achieve their goals beyond scoring an event. Daktronics Professional Service teams is organized to help member schools achieve their goals in three categories: Increase Entertainment, Generate Revenue and Student Development.</p> <p>Increase Entertainment - Daktronics content creation team provides members with options to purchase professional level video display content at their events. Our Event Production team provides 1 on 1 coaching for teachers and students to make their game-day production better. Daktronics experience in high level sports provides the unique ability to help schools elevate the level of entertainment they utilize to connect with their community.</p> <p>Generate Revenue - Daktronics employees a team of 10 staff members committed to helping schools utilize their LED video display to generate revenue. Often times, more revenue is generated than the cost of a display and schools are able to fund additional projects through other Sourcewell contracts. On average, Daktronics Sports Marketing is able to help generate more than \$50,000 a year per school.</p> <p>Student Development - Daktronics enjoys a large market share at the college and professional level of sports. Daktronics control systems are the preferred control system of these venues. High Schools that select Daktronics have the unique ability to teach their students on the same control system that colleges/universities and professionals use. For that reason, we have developed a program called DakClassroom. DakClassroom is built with three components: Daktronics Event Production Curriculum, Hands-on Multi-seat Education software and a career counseling program to help kids connect with college level positions in the industry.</p> <p>Design Build Services - Daktronics often helps our customers execute projects that require turn-key design-build services from the initial schematic design (SD) to design development (DD) to construction documentation (CD) phases to executing the fabrication/installation.</p> <p>Transportation Market - Since entering the Intelligent Transportation System (ITS) market over 30 years ago, Daktronics continues to deliver innovative technology with dynamic displays and message signs. We deliver American made products to help agencies connect with travelers in the Airport, ITS and Public Transportation Markets. These related markets are also diverse with different applications. The unique attribute for Daktronics is the breadth of product offerings to cover all of these markets for agencies.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty. Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty. See Warranty Documents attachment for reference.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations outside of what is outlined in our standard terms and conditions.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the optional on-site labor warranty covers the expense of technician's travel time and mileage to perform warranty repairs.
49	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?	Daktronics provides coverage with certified technicians in all geographic regions of the United States and Canada to perform warranty repairs.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item made by other manufacturers that is included as part of our proposal will be covered by our warranty.
51	What are your proposed exchange and return programs and policies?	Daktronics is committed to serve Sourcewell Members long after their purchase. We understand our customers want working products as fast as possible. We have a US based repair and return service to quickly receive, repair, and return parts as part of a warranty as rapidly as overnight. 94% of all the parts that come to our repair and return center are able to be repaired and returned to site.
52	Describe any service contract options for the items included in your proposal.	Daktronics products include warranty for the parts and bench labor, exchange, or replacement, depending on the support options available for the particular component as well as the option to add on-site labor. Prior to warranty expiration, the purchaser may purchase extended warranty services to cover the equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts coverage (repair, exchange or replacement as previously outlined by component) and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this warranty for extended additional services (On-site labor for example).

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Daktronics has standard payment terms for public entities is Net 30 with a purchase order for projects less than \$100,000. For projects over \$100,000 the terms are negotiable based on progress payments. Accepted payment methods include check, credit card, wire transfer or ACH.
54	Describe any leasing or financing options available for use by educational or governmental entities.	One of our leasing options is with Huntington Equipment Finance, the 5th largest bank-owned equipment financing company in the country. The partnership between Daktronics and Huntington provides opportunities for customers to spread the cost of LED displays through affordable payments. See Daktronics Leasing Solutions in the Additional Documents attachment for additional information on payment solutions.
55	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.	Daktronics will provide order documents to participating Sourcewell members that includes a final equipment list, signature page, and order information page. There are links included on the order documents to our standard Warranty & Limitation of Liability, Terms & Conditions of Sales, and Software License Agreement. See Standard Transaction Document Sample attachment.
56	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?	Daktronics accepts P-card procurement and payment process. There is an additional 3% surcharge for using this process.

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 *
57	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.	Our pricing model is the product-category discounts method for product/services. Installation pricing is either flat rate or we utilize the standard RS Means method. We have included our pricelist which delineates our list price, our discounted to Sourcewell members and the Sourcewell member discounted price. See the Pricelist in the documents tab.
58	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.	Daktronics is offering 10% minimum discount and this is reflected in the pricelist we have included in our response.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Periodically, for a short period of time, we may offer incentive programs for certain product lines. However, the majority of our projects are made to order, individually unique to each customer. We typically do not sell at high volumes; therefore, our pricing is extended to individual members regardless of volume.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a Sourcewell member is requesting a product or group of products that do not fall into a "standard" offering, Daktronics will utilize a custom quote for each such request, to provide a price based on cost plus a percentage equivalent to no less than what the price would be if it were a standard product in this contract.

61	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.	Daktronics takes great care to assure that projects are accurately priced and provide the best value to their customers. Through our quotes we remain transparent and clear what associated costs are to the project. Pricing is based on the customer's required project conditions and requirements. Our quotes delineate project specific items such as installation responsibilities, training, and estimated taxes when applicable.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Daktronics has shipping departments at each of our manufacturing facilities who work daily with our shipping companies. Our volume of shipments helps us secure competitive pricing on freight and shipping costs. We pass these savings on to our customers. It also provides us access to various modes of shipping with various companies that are best suited for the project and location. Freight is quoted based on the project (product dimensions and weight), customer preferences, location, and project conditions. In addition to freight or shipping cost, if there is additional delivery service or labor on-site needed along with associated travel expenses for these services, it will be delineated on the quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Being a global company, Daktronics is familiar with travel, freight, shipping and delivery methods and terms for geographies such as Alaska, Hawaii, Canada, and other offshore locations. We work with the customer to learn expectations for delivery schedule, method, and solution. Our quotes list the amount based on the outlined project conditions. We strive to meet customer's expectations, offer 3rd Party Bill freight method, and can coordinate with the customer to have their carrier pick up the freight at our loading docks.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Daktronics' longevity in the markets we serve provides us metrics and information to help us effectively forecast product demand and necessary inventory levels. We have developed stocking programs of our more popular products and review these programs regularly to provide short lead times of specific identified products. Especially relevant in the school market, we strive to have seasonal products, such as sport specific scoreboards, available to accommodate quick delivery requests during these peak times. With the broader adoption of shot clocks at the high school level we have shot clocks stocked for a more rapid delivery for these states that are adopting this program. We also have an e-commerce option to purchase shot clocks and are expanding the options available via this method. We offer a rapid delivery program that offers a two-week lead time for certain digital display products.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Daktronics has a dedicated Contract Coordinator specifically for Sourcewell to manage all aspects of our cooperative contract. The Contract Coordinator has been a part of Sourcewell since we began this contract in 2019 and manages everything from ensuring we abide by contract requirements, pricelist management, reporting, and paying administrative fees.</p> <p>Along with the Contract Coordinator, we have a dedicated team of quote specialists to complete all quoting and ordering of the products. There are procedures in place to ensure we are following contract requirements.</p> <p>Throughout the process of quoting, ordering, reporting and payment, we have multiple checkpoints. All Sourcewell orders are tracked through our quote to order process. We have carefully defined the processes and can support contractual agreements. Our ERP, CRM, Quoting and Reporting IT tools/systems provide us with accurate reporting and accurate pricing for customers.</p>
67	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.	<p>Our IT systems include Power Business Intelligence (PBI) which allows us to track most every part of our business in real time. We have a specially developed platform to track our Sourcewell Contract results which is booked orders by geographic region and business unit. We also invest in Salesforce CRM. Every salesperson and sales manager has an individual license. Salesforce is the tool that we use to track Sourcewell Contract pipeline on an individual and category basis. All Regional Sales Leaders are responsible for annual growth plans for their region and their teams. This includes growth of the Sourcewell Contract on a regional and individual basis. We have used these methods for the lifetime of our current contract, and they work quite well. We plan on continuing these methods should be fortunate enough to be rewarded a new contract.</p>
68	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.)	<p>We propose the following fee structure paid to Sourcewell after we are paid in full for the project by the Sourcewell member:</p> <ul style="list-style-type: none"> - Projects with less than \$75,000 of invoiced value (product and services not including freight or taxes) - 2% of the total combined product and services amount. - Projects with \$75,000 or more of invoiced value (product and services not including freight or taxes) – 1% of the total combined product and services amount.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Daktronics offers Sourcewell members the most comprehensive selection of LED video, digital displays, and scoreboards available. We manufacture, deliver, and install all items listed in this bid category throughout the United States and Canada. Our solutions include as follows:</p> <p>Scoring - All scoring products for 17 sports are available in our proposal. This includes all portable products and stocked products for members that need quick delivery of product.</p> <p>LED Displays - All indoor and outdoor video displays for sports, education and government campus communication, aviation, military, parking, and mass transit locations are included in our proposal. Indoor and outdoor each have a wide range of pixel pitches and sizes to provide Sourcewell Members the ability to procure the exact product they desire. Indoor- 1.2mm, 1.5mm, 2.5mm, 2.9mm, 3.9mm and 5.9mm. Outdoor- 6mm, 8mm, 10mm, 13mm, 15mm, 16mm, 20mm and 66mm.</p> <p>Audio - Included in our proposal is all Daktronics standard audio products in addition to custom audio solutions to meet the specific needs of Sourcewell Members. Outdoor Product lines: SS2000, SS1500, SS500, SS200 and SSP100. Indoor product Lines: SS150, SS250 and SSP100.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our product offering includes all items requested in this RFP. Our line-card is comprised of the following product families, all of which include our dedicated control systems and software.</p> <ul style="list-style-type: none"> - Video Displays • Indoor Video Displays <ul style="list-style-type: none"> o Centerhung displays o Endwall displays o Lobby displays o Concourse displays o IPTV Displays o Club and suite displays o LED Scorers Tables o Stanchion displays • Outdoor Video Displays <ul style="list-style-type: none"> o Endzone Video Displays o Concourse video walls o Ribbon displays o Auxiliary displays o Field level displays - Scoreboards and timing systems • Aquatics/Nantorium • Football <ul style="list-style-type: none"> o Delay of game clocks • Tennis • Rodeo • Baseball <ul style="list-style-type: none"> o Pitch Timers • Softball • Hockey • Track • Curling • Basketball <ul style="list-style-type: none"> o Shot Clocks o Stats Displays • Lacrosse • Field Hockey • Soccer • Volleyball • Motorsports • Wrestling • Pari-mutuel • Cricket • Squash - Message Displays • Digital street furniture • Outdoor LED message displays <ul style="list-style-type: none"> o Text- Only Displays o Graphics and Animation Capable Displays o Galaxy® AF-6700 o Galaxy® AF-6800 - 4 mm Monochrome o Galaxy® GT6x - 8 mm Full-Color o Galaxy® GT6x - 10 mm Full-Color

- o Galaxy® GS6 - 15.85 mm Full-Color
- o Galaxy® GS6 - 15.85 mm Monochrome
- o Galaxy® GS6 - 19.8 mm Full-Color
- o Galaxy® GS6 - 19.8 mm Monochrome
- o Galaxy® eCCB - 19.8 mm Red
- o Cash/Credit Display
- Transportation Displays
 - Railway LED Displays
 - Bus Station LED Displays
- ITS (Intelligent Transportation Systems)
 - o Dynamic Message Signs
 - § Front Access Displays
 - § Walk-In Displays
 - § Lane Use Displays
 - § Travel Time/Toll Rate Displays
 - § Variable Speed Limit Displays
- Digital Billboards
 - Roadside Displays
 - o 11x22 Poster
 - o 10'6" x 36' Jr. Bulletin
 - o 14' x 48' Bulletin
 - o 20' x 60' Spectacular
- Space Availability Displays
- Audio Systems
 - Indoor Sound Systems
 - o Sportssound 150
 - o Sportssound 250
 - o Point source sound systems
 - o Custom Distributed sound systems
 - Outdoor Sound Systems
 - o Sportssound 200
 - o Sportssound 500HD
 - o Sportssound 1500HD
 - o Sportssound 2000HD
 - Portable Sports Sound Systems
 - o Sportssound SSP-100
- Out-of-Home Advertising Displays
- Digit and Price Displays
 - Petroleum Price Displays
 - Time & Temperature Displays
 - DataTime® DF-1012
 - Fuelight™ FL-3000
 - Fuelight™ FL-4500
 - Fuelight™ FLW-3000
- Indoor Dynamic Messaging Systems
- ITS Dynamic Message Signs (DMS)
 - Vanguard® VF-2020
 - Vanguard® VF-2120
 - Vanguard® VF-2420
 - Vanguard® VS6 Front Access - Louvered Face DMS
 - Vanguard® VM-1020
 - Vanguard® VS-5220
 - Vanguard® VX-2428 & VX-2420
- Software and Controllers
 - Dakstats Sports Software
 - Allsport Controller – Scoreboards and Timing System Control Console
 - Omni Sport Controller – Aquatics and Rodeo Timing and Scoring Console
 - Venus Control Suite
 - Show Control
 - Vanguard ITS Dynamic Message Signs
 - Fuel Link – Digit and Price Displays
 - DataTime – Time and Temperature Displays
 - Software & Controllers
 - All Sport 1600 Sport Controller
 - All Sport 5000 Sport Controller
 - All Sport 5100 Sport Controller

		<ul style="list-style-type: none"> • All Sport CG Sport Controller • Battery Pack Sport Controller Accessory • Carrying Case Sport Controller Accessory • Radio Option Sport Controller Accessory • DakStats Sport Software • DakTennis Sport Software • Daktronics Data Manager Sport Software • DM-100 Digit Software and Controller • MiLB Interface Sport Software • MLB Interface Sport Software • NBA Interface Sport Software • NFL Interface (GSIS) Sport Software • NHL Interface Sport Software • OmniSport Control Consoles Sport Timing Console • Price Control Digit Controller • Pro Diving Sport Software • Pro Swimming Sport Software • Pro Synchro Sport Software • RC-200 Console Sport Controller • SI-32 Message Center Controller • Show Control System Live Event Control System • SportsWire 4000 Sports Software • StatCrew Interfaces Sports Software • Vanguard® Auxiliary Panel DMS Controller • Vanguard® Equipment Cabinet DMS Control Cabinet • Vanguard® v4 DMS Control Software • Vanguard® VFC DMS Controller • Venus Control Suite Message Center Software • Venus Control Suite for Out of Home Digital Billboard Control Software
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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
71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
72	Digital Displays, LED Video displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
73	Video boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
74	Message centers, marquees, concourse displays, transportation displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	<p>Daktronics engineers put as much craft and effort into testing their products as they do designing them. As part of a continuing tradition of excellence in communications technology, Daktronics has opened a state-of-the-art product reliability lab that uses the latest enhancements in environmental technology to test the limits of every Daktronics product, providing valuable feedback during the product development life cycle. Our dedicated product reliability technicians push each Daktronics product to its absolute performance limits, using their findings to implement continued product improvements. The lab illustrates the company's commitment to providing superior products that are built to last. *</p> <p>Examples of testing:</p> <ul style="list-style-type: none"> - Environmental Simulator: Display-level Environmental Testing - Salt Fog Chamber: Measuring Corrosive Effects of Salty Precipitation - Climate Chamber: Testing against Cold, Heat, & Humidity - Shaker Table: Vibration and Mechanical shock Testing - Thermal Shock Chamber: Prolonged Exposure to Extreme Temperature - Ingress Protection Validation: Water/Dust Environmental Testing <p>See Reliability Lab Brochure in the Additional Documents attachment.</p>
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	<p>Sourcewell members often require design-build services to successfully execute their projects that utilize our projects. In the design phase, we help members establish budget costs, and high-level project requirements in their conceptual planning and the schematic design phase of their projects. This includes conceptual renderings, proposal drawings, budgetary pricing, steel estimates and material take-offs. Then our teams develop submittal and progress drawing sets and assign a design team to develop stamped certified drawings that are ready submit for permitting. After the schematic design (SD), design development (DD) and construction documentation (CD) phases, we move into our build phase. This includes fabrication of their scoreboards/video displays/control systems, site mobilization, physical and electrical installation of their system, and finally handoff to our world-renowned customer service team.</p>
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	<p>The average school creates \$10,000-\$15,000 in sponsorship revenue. Schools that use Daktronics Sports Marketing (DSM) bring in \$40,000-\$50,000 in annual sponsorship revenue. DSM shall provide a dedicated team of experienced marketing professionals who will design a marketing plan and help manage sponsorship opportunities to generate revenue.</p> <p>Support package shall include:</p> <ol style="list-style-type: none"> 1. Facility Analysis – An experienced marketing team, working through established and proven systems, shall review your existing sponsorship inventory and scout community businesses to assess your facility's revenue potential. 2. Sales Training and Consultation – Based upon no less than 10 years of experience in the field, the team shall create a marketing campaign for the school. 3. School staff shall be trained to secure sponsors through a sponsor prospectus, social media ads, and animated design concepts. 4. The provided Marketing Team shall secure the logos, digital ads, and other assets needed for sponsorship. 5. The Marketing Team shall provide a website, game scripts, and ideas for building lasting partnerships with vendors, sponsors, advertisers.
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	<p>Daktronics digital displays often serve as an instant message center to the public, showcasing:</p> <ul style="list-style-type: none"> - IPAWS (Meteorological, Safety, Fire, Environmental, Transport) - AMBER Alerts <p>These emergency alert systems are integrated with our Venus Control Suite. The desired level of involvement is selected by turning on alerts and selecting time and frequency. Then, when there's an alert in the area, it automatically runs on the display(s).</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Thursday March 02, 2023 09:48:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday March 02, 2023 11:35:34
 - [Marketing Plan/Samples](#) - Table 7. Line Item 36. Sourcewell Flyer.pdf - Thursday March 02, 2023 10:05:31
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Line Item 46. Warranty Documents.pdf - Wednesday March 01, 2023 21:07:12
 - [Standard Transaction Document Samples](#) - Table 10. Line Item 55. Standard Transaction Document Sample.pdf - Wednesday March 01, 2023 21:09:42
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 02, 2023 09:53:22

Item XII5.

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. - Tom Coughlin, Sales Manager, Daktronics, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	<input checked="" type="checkbox"/>	1



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #030223
Entitled

Scoreboards, Digital Displays, and Video Boards with Related Services

The following advertisement was placed January 12, 2023 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter www.nyscr.ny.gov, January 13, 2023 in Oregon's *Daily Journal of Commerce*, January 12 and January 19, 2023 in *The Oklahoman* and January 19, 2023 on PublicPurchase.com:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Scoreboards, Digital Displays, and Video Boards with Related Design and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

341234 BC, Ltd.	Mellow Meadow
AERAS, LLC	NEC DISPLAY SOLUTIONS OF AMERICA
Alberta 1866871, LTD	Nevco Sports, LLC
Anthony James Partners	Newline Interactive, Inc.
AVI-SPL Canada, Ltd.	One Diversified Audio Visual Canada, Ltd.
Capitol Design & Construction Services, Inc.	Optical Cable Corporation
Clear Touch Interactive, Inc.	PlainViewLED
Coast to Coast Computer Products, Inc.	Presidio Networked Solutions, LLC
Compusult, Limited	PWXPress
Crowley Construction, Inc.	Quantum International Services, Ltd.
Daktronics, Inc.	Redmont Sign, LLC dba Stewart Signs
Digital Scoreboards, LLC	Regina Construction Association

Electro-Matic Visual, Inc.	SC MEDIA CANADA
eRepublic, Inc.	Silver Stream Audio Visual
Eversan, Inc.	Simply iCard Consulting, Inc.
First Arriving IO, Inc.	Sled Consulting, LLC
First Team Outdoor Video Display, Inc.	ST Technical
Fluoresco Services, LLC	STS Operating, Inc.
Frontier Vision Technologies, Inc.	Symbrant Technologies, Inc.
Grand & Toy, Limited	Team Fitz Graphics, LLC
Howard Industries, Inc.	The KYA Group
Howard Technology Solutions A division of Howard Industries, Inc.	Tradenet Enterprise, Inc.
HYPERTEC USA, INC.	UberDisplays
i2 Visual, Inc.	Unified Board Operations, LLC
Indirap Productions, Inc.	Vantage LED, Inc.
Insane Impact, LLC	Varsity Brands Holding Co., Inc.
KEVEREST TECHNOLOGIES	Varsity Scoreboards
Keystone Fire Protection Co.	Vertex Unmanned Solutions, LLC
KYA Services, LLC	Watchfire Signs
Libertevision, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on March 2, 2023 at 4:32:58 pm CT. Proposals were received from the following:

Alberta 1866871, LTD
 AVI-SPL Canada, Ltd.
 Clear Touch Interactive, Inc.
 Daktronics, Inc.
 Digital Scoreboards, LLC
 Electro-Matic Visual, Inc.
 i2 Visual, Inc.
 Libertevision, Inc.
 NEC DISPLAY SOLUTIONS OF AMERICA
 Nevco Sports, LLC
 Newline Interactive, Inc.
 Presidio Networked Solutions, LLC
 Redmont Sign, LLC dba Stewart Signs
 Silver Stream Audio Visual
 Simply iCard Consulting, Inc.
 Team Fitz Graphics, LLC
 Vantage LED, Inc.
 Watchfire Signs

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Nick Scholer, Procurement Analyst
 Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Clear Touch Interactive, Inc. offers a line of interactive flat panel displays, direct Vue LED video walls, installation, scoreboard software and digital signage. Their sales staff and network of over 300 resellers will work throughout the United States to serve Sourcewell participating entities. Clear Touch is offering comprehensive training program along with their products. They are offering a solid discount off MSRP.

Daktronics, Inc. has a long history of providing a full line of United States assembled LED video, digital displays and scoreboards, some with integrated audio solutions. Daktronic's large sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada. They have a comprehensive sustainability focus in the production of their products. They are offering strong discounts off catalog pricing.

Nevco Sports, LLC offers a full line of scoreboards, LED video displays, LED marquees, LED scorer's table and audio systems, and installation services. Their sales staff will work throughout the United States and Canada to serve Sourcewell participating entities. Nevco offers two different financing options and are offering substantial discounts off list price.

Presidio Networked Solutions LLC is providing a full complement of audio, video, displays, control signage distribution systems, lighting, racks, carts, support systems and project management. Presidio's sales and service teams has 42 offices and are ready to serve Sourcewell participating entities in the United States and Canada. Presidio offers leasing and financing options through their Presidio Technology Capital. They are offering solid pricing rates based on MSRP.

Watchfire Signs offers a full line of sports displays, sport fixed digit, sports audio/visual, software and signage and message centers. Their sales staff and 2000 dealer partners will work throughout the United States and Canada to serve Sourcewell participating entities. Watchfire factory calibrates their products for both color and brightness. Watchfire is offering substantial discounts off list price.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #030223 to:

Clear Touch Interactive, Inc.	#030223-CLT
Daktronics, Inc.	#030223-DAK
Nevco Sports, LLC	#030223-NVC
Presidio Networked Solutions LLC	#030223-PSO
Watchfire Signs	#030223-WCH

The preceding recommendations were approved on May 8, 2023.

DocuSigned by:

Greg Grunig

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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDE5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:

Nick Scholer

4513A60DGA01467...

Nick Scholer, Procurement Analyst

DocuSigned by:

Craig West

7F41572C858B4BA...

Craig West, Procurement Analyst

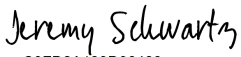
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #030223 for Scoreboards, Digital Displays, and Video Boards with Related Services.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell’s bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell’s Procurement Policy.

DocuSigned by:

G0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



- Overall:
165.8 sq. ft.
- LED Display
GT6x-180x324-10-RGB
72 sq. ft.
- (Existing) Support Structure
93.8 sq. ft.

ADDITIONAL CONTENT EXAMPLES

**Welcome Back
Students
WE MISSED YOU**

**FIRST DAY
OF SCHOOL
Aug. 31ST**

PRODUCTION READY ARTWORK NEEDED FOR:

None

06/13/2023 (Rev 0) Concept Dobyns Bennett HS_TN Entrance GT6x-180x324-10 (1)

DOBYNS BENNETT HIGH SCHOOL KINGSFORT, TN

THIS ARTWORK IS PROTECTED UNDER FEDERAL AND INTERNATIONAL COPYRIGHT LAW. EXPRESSED PERMISSION FROM DAKTRONICS IS REQUIRED FOR REPRODUCTION. RENDERINGS ARE FOR THE EXCLUSIVE USE OF DAKTRONICS, DAKTRONICS CUSTOMER OR DAKTRONICS PARTNER'S PARTNERS. RENDERINGS ARE CONCEPTUAL IN NATURE, AND ALTERATIONS MAY OCCUR DURING THE DESIGN AND INSTALLATION PROCESS. THEREFORE, THESE RENDERINGS DO NOT REPRESENT FABRICATION OR STRUCTURAL ENGINEER CERTIFIED OR STAMPED DOCUMENTS.

Item XII.5.





AGENDA ACTION FORM

Consideration of a Resolution authorizing the application for funding through the Tennessee Tourism Enhancement Grant

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

Action Form No.: AF-270-2023
Work Session: August 14, 2023
First Reading: N/A
Final Adoption: August 15, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City of Kingsport will apply for a Tourism Enhancement Grant for the rehabilitation of the Observation Tower at Bays Mountain Park.

Community Development staff seeks authorization to apply for the Tennessee Tourism Enhancement Grant. The grant specifically promotes tourism development. The application is for \$100,000 and will be used for rehabilitation of the observation tower at Bays Mountain Park. The rehabilitation will include scaping, painting, decking, compliant railing, new decking, additional amenities, and structural reinforcement. The project is estimated to be \$177,000.

The grant carries a 70/30 match requirement with matching funds coming from donations and pledges totaling \$90,000 from the Friends of Bays, the Fox Family and Bays Mountain Park Commission.

The Observation Tower (Lookout Tower on Park Map) is approximately half a mile from the nature center off Bays Mountain Road. A rehabilitated tower will provide an additional destination asset to the park with a goal of increasing tourism.

Attachments:

- 1. Resolution
- 2. Park Map
- 3. Picture

Item XII.6.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TOURISM ENHANCEMENT GRANT FROM THE TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT

WHEREAS, the Tennessee Department of Tourist Development in conjunction with the Tennessee Department of Economic and Community Development is offering a tourism enhancement grant for eligible city and county projects; and

WHEREAS, needed upgrades to the observation tower located at Bays Mountain Park meets the requirements for the grant; and

WHEREAS, the grant offers up to \$100,000.00 in funding for eligible projects which, if awarded, city would have to provide a 30% match; and

WHEREAS, the total cost of the planned upgrades is estimated to be \$177,000 which city can meet between the grant funding, donations, and pledges received from various sources.

Now therefore,

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

SECTION I. That an application for the Tennessee Tourism Enhancement Grant 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, all documents necessary and proper to apply for and receive the Tourism Enhancement Grant from Tennessee Department of Tourist Development and to 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 or this resolution.

SECTION III. That the mayor is authorized to execute any and all documents necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions.

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 15th day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Trail/Road Guide Key

Trail/ Road Name and Abbreviation	Bike* Route	Miles 44.25 Total
▲ AZ Azalea Trail	yes	1.4
◆ BH Back Hollow Road	yes	2.0
○ BOT Barred Owl Trail	no	0.05
▲ BMR Bays Mountain Road	yes	2.1
▲ BRR Bays Ridge Road	yes	1.4
◆ BRT Bays Ridge Trail	yes	2.6
◆ BET Bear Run Trail	yes	0.5
◆ BO Big Oak Trail	yes	1.0
◆ CK Cherry Knobs (West)	yes	0.6
◆ CK Cherry Knobs (East)	no	0.7
◆ Chs Chesnut Trail	yes	1.7
▲ Chn Chinquapin Trail	yes	1.85
▲ CF Cliffside Trail	no	0.5
▲ CR Cross Ridges Trail	yes	1.1
▲ DB Dolan Branch Trail	no	0.7
▲ FT Fire Tower Trail	no	0.87
○ FP Food Plot Road	no	0.2
▲ FH Front Hollow Road	yes	1.8
○ HM Hemlock Trail	no	0.1
○ HO Holly Loop	no	0.4
◆ IP Indian Pipes Trail	yes	2.0
◆ JR Jones Road	yes	0.3
◆ KH Kiner Hollow Road	yes	1.6
◆ LK Lake Road	yes	4.4
◆ LS Lakeside Trail	no	2.45
◆ LR Laurel Run Trail	yes	2.0
◆ MD Moonshiners' Delight	yes	4.2
▲ OR Orchid Trail	yes	0.4
○ PN Pine Trail	yes	0.1
◆ PR Pretty Ridge Trail	yes	1.9
▲ RM River Mountain Road	yes	3.2
○ SG Sweet Gum Trail	no	150 feet
○ TO Towhee Trail	no	0.1

Color Key

- Black = hiking only
- Red = bike & hike
- Dashed = retired trail
- Gray = not part of Park's trail system.
- FP Food plot
- Overlook

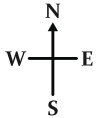
Junction & distance between two icons. Examples, Dam is 0.1 mile & Cliffside Trail is 0.5 mile. elev. = elevation in feet at junction or icon & serves as relative guide.



853 Bays Mountain Park Road
Kingsport, TN 37660
www.baysmountain.com
(423) 229-9447

Find Your Adventure!
Discover • Explore • Connect

Towers
36° 31.610 N elev. 2250'
82° 35.240 W



Trail Time & Distance Key (Round Trip)

Trail	Time (Hours)	Miles
Floating Bridge	1	1.0
Fire Tower	2.5-3	4.0
Laurel Run	8-9	12.0
Feagins Gap	3	4.0
Lakeside Trail	1.5	2.45
Towers	2.5-3	4.0

Trail Difficulty Key

Rating	Color	Symbol
Easy	White	○
Moderate	Blue	■
Advanced	Purple	▲
Expert	Red	◆

WHEN HIKING AT BAYS MOUNTAIN PARK

- Plan ahead: Know your terrain. If you have questions talk to a park naturalist.
- ALWAYS** be certain your hike will allow you to finish before the park closes and before dark. See hiking table for times and distances. (Note park closing times on reverse side)
- ALWAYS** take this map with you. Even the most experienced hikers can lose sense of direction and location.
- Hike with a partner if possible. This can help ensure safety and could also enhance the experience. **IF YOU DO GET LOST, DO NOT SPLIT UP. STAY TOGETHER.**
- Take a cell phone in case of emergency. **IF YOU DO GET LOST**, call the Nature Center immediately at (423) 229-9447.
- Know the environment you are going into. You will be entering a natural area featuring a variety of wildlife and plant species. For example, know how to recognize poison ivy.
- Take drinking water with you and stay properly hydrated.

DISCLAIMER - User of Trail/Road Guide and information contained thereon accepts full responsibility and risks for and from such use.

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Observation Tower Picture 10/12/22