



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 14, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Terry Easley, Faith Baptist Church

FUTURE MEETINGS

Historic Preservation Commission, June 20 at 7 p.m.

Bartlett Arts Council, June 21 at 6 p.m.

BPACC Advisory Board, June 21 at 6 p.m.

Design Review Commission, June 21 at 6:30 p.m.

Family Assistance Commission, June 27 at 6 p.m.

RECOGNITIONS

Proclamation for the United States Army's 247th Birthday

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the May 24, 2022 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Stanky Creek Trail Race 25K/50K. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, September 17 from 7 a.m. to 4 p.m. at Nesbit Park.

- 2 Bid for City Hall Annex Flooring. (John Horne, Assistant Director of Engineering)**

Recommend accepting the lowest bid from Carpet Spectrum in the amount of \$35,071.35, plus a contingency amount of \$5,000.00 for a total cost of \$40,071.35. Funds are available in Account 110.43100.266.

3 Purchase one Dodge Durango Police Vehicle. (Jeff Cox, Police Chief)

Recommend purchasing one 2022 Dodge Durango Police Vehicle using the State of Tennessee Vehicle Contract #209 from Columbia CDJR for a total cost of \$33,878. Funds are available in Account 311.48311.785.20322 (\$10,878) and 110.42100.36347 (\$23,000).

4 Property, general liability, auto, workers' compensation, and other insurance renewals. (Dick Phebus, Director of Finance)**NEW BUSINESS****1 Resolution 13-22, a resolution to establish the Mayor's salary and vehicle stipend for the four-year period beginning January 1, 2023. (Mark Brown, Chief Administrative Officer)****2 Resolution 14-22, a resolution to establish the salaries of Aldermen in the City of Bartlett beginning January 1, 2023. (Mark Brown, Chief Administrative Officer)****3 Resolution 15-22, a resolution recommending and encouraging homeowner and property owner associations review covenants, bylaws, and regulations regarding rental and lease properties and neighborhoods without a present property owners association actively participate in and establish neighborhood associations and/or property owners associations that can establish rules, regulations, conditions, and standards for maintaining and ensuring the quality of neighborhoods and the use and occupancy of properties within such neighborhoods. (David Parsons, Alderman)****4 Resolution 16-22, a resolution to amend the Fiscal Year 2022 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)****5 Resolution 17-22, a resolution to amend the Fiscal Year 2022 General Fund Budget to appropriate \$93,600 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)**

- 6 Resolution 18-22, a resolution to amend the FY2022 and FY2023 General Fund budgets to recognize projected Use of Fund Balance; to appropriate additional General Fund Expenditures for Police Salaries, and to transfer \$300,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police Equipment. (Dick Phebus, Director of Finance)**
- 7 Announcement of Resignation. (Emily Elliott, Alderman)**
- 8 Resolution 19-22, a resolution to accept the resignation of Alderman Emily Elliott and declare vacant Position 2 on the Board of Mayor and Aldermen. (Mark Brown, Chief Administrative Officer)**
- 9 Recognition in Honor of Alderman Emily Elliott. (A. Keith McDonald, Mayor)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 24, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Absent, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

City Beautiful Commission, June 2 at 6:30 p.m.

Family Assistance Commission, June 6 at 6 p.m.

Planning Commission, June 6 at 7 p.m.

Beer Board, June 7 at 6 p.m.

Parks and Recreation Advisory Board, June 9 at 6 p.m.

RECOGNITIONS

Bartlett City Beautiful Plant Sale

Mayor McDonald and Chairman of the City Beautiful Commission Tommie Jean Moore announced that the 2022 Plant Sale was the most successful in ten years profiting \$5,527.07. Ms. Moore stated that the additional funds will allow the commission to do more projects in the City. Both the Mayor and Ms. Moore commended Assistant Director of Public Works Matt Crenshaw and the team for tent set up, break down, and all their assistance.

*****Official Business of the Day*****

MINUTES ACCEPTANCE

Minutes of the May 10, 2022 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of May 24, 2022 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Elliott, Parsons, Simmons, Young, Quinn

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Ordinance 22-01, an ordinance to adopt the 2022-2023 General Fund, State Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund and Capital Improvements Fund Budgets.

No one spoke for or against.

Adjourned at 6:08 p.m.

2. Ordinance 22-02, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the tax year 2022.

No one spoke for or against.

Adjourned at 6:09 p.m.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 22-01, an ordinance to adopt the 2022-2023 General Fund, State Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

Approved as amended to include the Bartlett City School's budget.

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Parsons, Alderman
AYES:	Elliott, Parsons, Simmons, Young, Quinn

- 2 **Third Reading of Ordinance 22-02, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the tax year 2022. (Dick Phebus, Director of Finance)**

Minutes Acceptance: Minutes of May 24, 2022 6:00 PM (MINUTES ACCEPTANCE)

RESULT: **APPROVED ON THIRD AND FINAL RE [UNANIMOUS]**
MOVER: Emily Elliott, Alderman
SECONDER: David Parsons, Alderman
AYES: Elliott, Parsons, Simmons, Young, Quinn

CONSENT AGENDA

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: Bobby Simmons, Alderman
AYES: Elliott, Parsons, Simmons, Young, Quinn

- 1 Bid for Mobile Surveillance Unit. (Jeff Cox, Police Chief)**
 Recommend accepting the sole bid from SCI Technologies, Inc. dba SkyCop, Inc. for the purchase of one Mobile Surveillance Unit at a total cost of \$49,900.00. Funds are available in Account 131.42100.939.02522.
- 2 Bid to equip seven police vehicles. (Jeff Cox, Police Chief)**
 Recommend accepting the lower bid from Comserv Services, LLC. at a cost of \$51,428.00. Funds are available in Account 311.48311.785.20322.
- 3 Treasurer's Report for April 2022 (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$87,957,409
Year-to-date Expenditures	\$81,619,017
Budgeted Revenues	\$87,957,409
Year-to-date Revenues	\$82,161,748

NEW BUSINESS

- 1 Resolution 11-22, a resolution to amend the Fiscal Year 2022 Grants Fund Budget to appropriate \$100,000 funding from Shelby County's Community Enhancement Program. (Dick Phebus, Director of Finance)**

Director of Finance Dick Phebus thanked County Commissioner Mick Wright for his assistance in obtaining this grant. \$55,000 of the \$100,000 grant will be used by the Bartlett Police Department to purchase security cameras to be placed in City parks. The balance of \$45,000 will be used by the Parks Department for paving at Deerfield Park.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Parsons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Elliott, Parsons, Simmons, Young, Quinn

- 2 Resolution 12-22, a resolution to amend the Fiscal Year 2022 Bartlett City Schools General Purpose School Fund, Nutrition Fund, and Education Capital Projects Fund. (Dick Phebus, Director of Finance)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Elliott, Parsons, Simmons, Young, Quinn

OPEN DISCUSSION

Alderman Elliott wanted the community to know some of the projects of the City Beautiful Commission include flags on the Welcome to Bartlett signs, Christmas decorations at Bledsoe Park, flower plantings, park clean up days, Christmas Lighting Contest, and Yard of the Month awards. She has served on the City Beautiful Commission for over 20 years. She also announced that the Board of Mayor and Aldermen meeting on June 14, 2022 would be her final meeting. She has served for 23 years and enjoyed being a part of Bartlett. One of her proudest accomplishments was the 1st Responder's Memorial.

Mayor McDonald stated there had already been inquiries and interest in the soon-to-be vacancy of Position 2. Mayor McDonald informed all that it was planned at the end of the next meeting, Alderman Elliott's resignation would be accepted and the vacancy of Position 2 declared. The vacancy must be filled within 30 days and the Board will use a process as previous whereby applicants who are Bartlett residents and meet the criteria for alderman will be interviewed. Following the interview process, the Mayor and Board of Aldermen will submit their top three selections on a nomination form. The candidate with the highest number of nominations will then be voted upon, the voting will continue until a passing vote for appointment.

Alderman Parsons thanked Alderman Elliott for her servant's heart and stated it was an honor serving with her.

Director of the Bartlett Performing Arts and Conference Center Michael Bollinger announced that Tennessee Music Pathways will placing a historical marker in honor of Koko Taylor at BPACC on Friday, June 3 at 10 a.m. Ms. Taylor was born in Bartlett, Tennessee and received a Grammy in 1985 for Best Traditional Blues Album and 29 Blues Music Awards. She was often called the "Queen of the Blues".

Brad King, 4086 Billy Maher, announced his candidacy for Aldermen Position 1.

Torrey Shoaff, 190 Estate Dr., Eads, TN, owner of Wally Hatchets at 6439 Summer Ave. Memphis, TN, spoke regarding the sale of homes to investors and the inability to purchase a home in Bartlett. He stated that Singapore is highest investor in Shelby County followed by California and Arizona. He proposed the City of Bartlett establish an ordinance limiting the number of rental homes any individual or entity can hold. He also suggested a rental permit fee.

County Commissioner Mick Wright, 5730 Bartlett Woods, came in support of Mr. Shoaff, but wanted to speak regarding the Robb Elementary School Shooting in Uvalde, TX where an 18 year old killed his grandmother, a teacher, and at least 17 children. He wanted to share that Youth Villages has a program called Memphis Allies who identify individuals who are at-risk of committing a violent act and connect with them and helping change their lives by helping them find a path forward. www.memphisallies.org.

He mentioned a U.S. Representative had tweeted, "Thoughts and prayers don't work". He stated that prayer and faith in God and God's movement in their lives is the only thing that will turn it around.

Bartlett School Board member Shirley Jackson, 6127 Yorkhill Dr. stated her Neighborhood Association is also addressing the rental property issue, are concerned and looking for guidance from the City as to a resolution.

Mayor McDonald stated that the City Attorney has been researching case history and that Alderman Parsons has spoken with Mark Brown and is bringing ideas to the next meeting.

He stated that his own children rented prior to buying and there is a place for rentals. He stated there were many properties both owned and rented and that Code Enforcement was the first defense and that we needed more, not less, code enforcement. He said that Administration has been, are, and will continue to find solutions to this matter.

Minutes Acceptance: Minutes of May 24, 2022 6:00 PM (MINUTES ACCEPTANCE)

ADJOURNMENT

Meeting adjourned at 6:37 PM

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of May 24, 2022 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/14/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek Trail Race 25K/50K.



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

Nesbit Park 5760 Yale Rd 38134
 Address Zip Code

September 17, 2022 7:00AM TO 4:00PM
 Dates of the Event Hours of the Event

FOOT RACE (RUN)
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

CITY OF BARTLETT
 Property Owner

PETER MCELLEN 415 Holmes Cr. Memphis, TN 3811
 Special Event Permit Applicant Address of Applicant

901-450-1522 NONE
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
X Letter of Permission
X Insurance
N/A Tents (Fire Retardant letter included)
X Special Event Checklist
X Map
N/A Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ Total Permit Fee

[Signature]

Responsible Person

4/1/22
 Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: Stanky Creek Trail Race 50K/25K
 Location: Norbit Park 5760 Yale Rd. Bartlett, TN 38134
 Dates: Saturday September 17, 2022

Type of special event: (Check one.)

- ☒ **Type 1: Noncommercial Events.** Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.
- ☐ **Type 2: Special Seasonal Events.** Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.
- ☐ **Type 3: Commercial Events.** Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.
- ☐ **Type 4: Public Attractions.** Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

- ☐ **Public property.** Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.
- ☒ **Public parks.** Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)
- ☐ **City sponsorship.** Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.
- ☐ **Special use permit or site plan.** Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.
- ☐ **Yard sales.** Yard sales regulated under Article VI, Section I of the Zoning Ordinance.
- ☐ **Auctions/estate sales.** Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.
- ☐ **Business deliveries.** Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.
- ☐ **Certain solicitations.** Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.
- ☐ **First Amendment activity.** The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.
- ☐ **Political campaigning.** Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			X	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			X	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		X		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			X	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		X		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		X		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		X		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		X		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			X	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21	X			<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24	X		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28	X		Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event.	
34	X			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35			X	A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36	X			Location and number of proposed temporary public toilets.	
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40		X	The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	X		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	X		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

NAME OF ACTIVITY: _____

DATE OF ACTIVITY: _____

ACCIDENT WAIVER AND RELEASE OF LIABILITY

By signing this Waiver, I assume all risk of my child and/or myself participating in the above activity (hereinafter "activity"). Without signing this form, neither myself nor my child will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury and that I undertake and assume this risk for myself and my child.

On behalf of myself and my child, I further waive and release the promoters of the activity, school facility, any insuring entity of the above, and their directors, board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my or my child's participation in the above activity. I am assuming all risks on behalf of myself and my child that may arise from negligence or carelessness on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

I CERTIFY THAT MY CHILD AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF OR MY CHILD IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY CHILD OR MYSELF IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for an injury to myself or my child during the activity and that any medical or other insurance for myself and/or my child will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that I and/or my child may be photographed while participating in the activity. I agree to allow my and my child's photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns.

I shall defend, hold harmless, and indemnify the parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages, received or sustained by myself and/or my child arising during the course of the activity.

This Agreement constitutes the sole and only agreement between the parties concerning my child's and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This Agreement may not be modified.

I certify that I have read this document, and I fully understand its contents. I am aware that this is a release and indemnification of liability for myself and my child, and I sign it of my own free will.

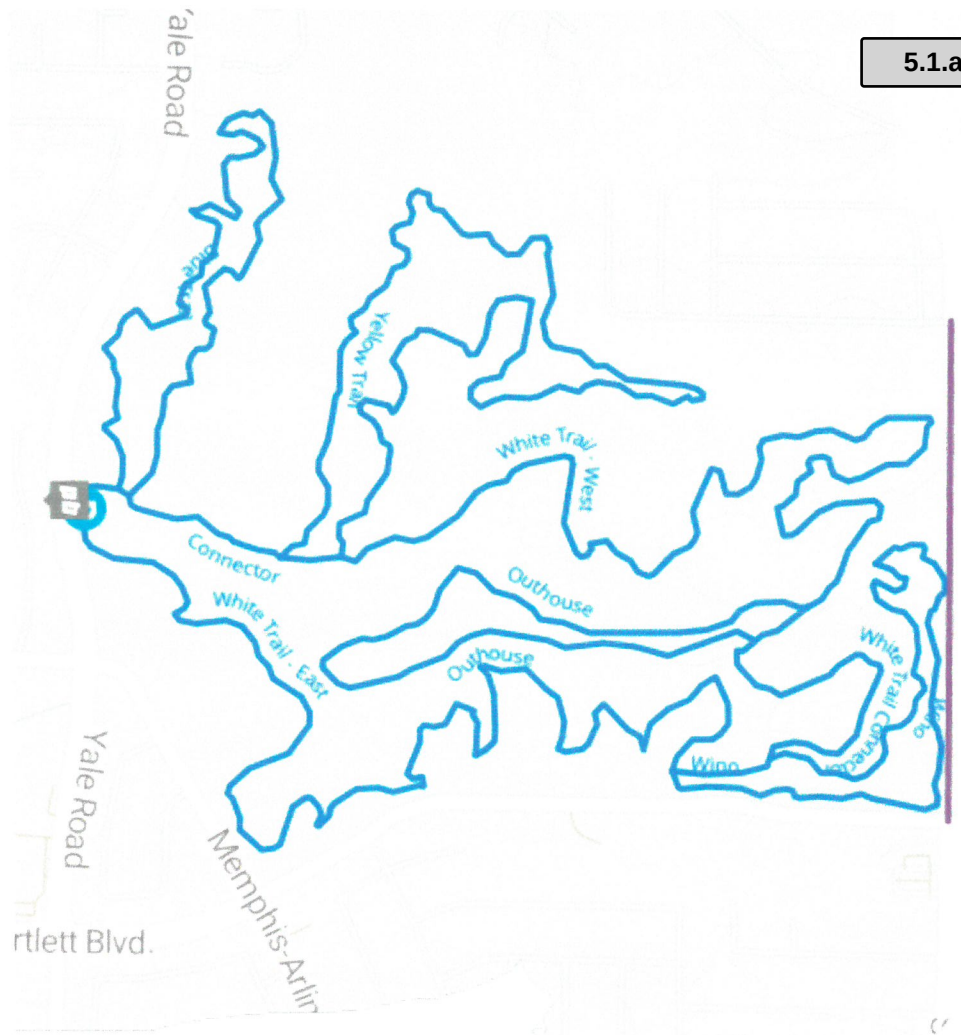
Dated: _____

Participant's Name (Print)

Signature

Parent or Guardian of Minor
(Print)

Signature





CERTIFICATE OF LIABILITY INSURANCE

DATE

5.1.a

05/13/2022

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service	
	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No):	
INSURED Peter Mellen 415 Holmes Cr. Memphis, TN 38111	E-MAIL ADDRESS: info@eventsured.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Houston Casualty Company	NAIC # 42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** TM238473**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			H21SE00006/TM238473	09/17/2022 12:01AM	09/18/2022 2:01AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) an Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. The coverage is with respect to the Run/Fun Run/Race to be held on 09/17/2022 - 09/17/2022 with 200 attendees at City of Bartlett Parks and Rec 5760 Yale Rd Bartlett, TN 38135.

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett Parks and Rec
5760 Yale Rd.
Bartlett TN, 38135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Event Permit Application
For
Stanky Creek Trail Race 50k/25k (a foot race)

Date and time of event: Saturday September 17th, 2022 from 7:00 AM to 5:00 PM

Location of Event: Nesbit Park located at 5760 Yale Rd. Event participants will run, jog, or walk either a 50K or 25K by running loops on the park's maintained trails to complete the race distance of their choosing.

Name and address of the Race Director:

Mr. Peter Mellen
415 Holmes Cr.
Memphis, TN 38111
motivatedrunco@gmail.com
Cell/home: 901-450-1522

Narrative description of event: Approximately 250 runners (the event is limited to a maximum of 300 runners) will run loops of the Nesbit Park trails to complete a 50K, or 25K.

Parking: Event participants will park in the Nesbit Park parking lot and also legally park between the bike lane and the curb on Yale Rd. near the park.

Standards: All performance standards and requirements set forth in the Special Events Checklist have been satisfied.

Portable toilets: Portable toilets will be used and set up on the west side of the Nesbit Park parking lot.

City Services: No city services are requested for this event.

Insurance Coverage: Insurance coverage for this event has been obtained. The appropriate Certificate of Liability Insurance for this event is included in this permit request.

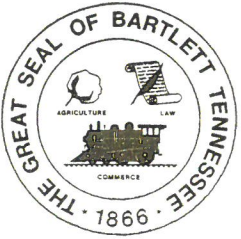
Restoration of site: The restoration of Nesbit Park will be conducted according to required special event standards and conditions of approval.

Proceeds from this event support St. Jude Children's Hospital.

Enclosure (1): Completed Special Event Checklist
Enclosure (2): Nesbit Park Map
Enclosure (3): Insurance Certificate
Enclosure (4) Parks & Recreation Permission Letter

Respectfully submitted,

Peter Mellen, Race Director



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

May 26, 2022

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Stanky Creek Trail Race has requested to use Nesbit Park on Saturday, September 17, 2022. Their event will run from 7:00a.m. until 4:00p.m. This event is the Stanky Creek Trail 25K/50K.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Parks and Recreation Director
City of Bartlett

Cc: Peter Melon

Attachment: 5760 YALE RD-STANKY CREEK 25K-50K-SEPT 2022 (3144 : Stanky Creek Trail Race)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/14/22 06:00 PM
Department: Engineering
Category: Bid
Prepared By: Erin Campbell
Department Head: John Horne

Bid for City Hall Annex Flooring.

On May 3, 2022, an ad was placed in *The Daily News*. On May 19, 2022, the City received three bids, which were opened at City Hall.

Bids were received from the following companies:

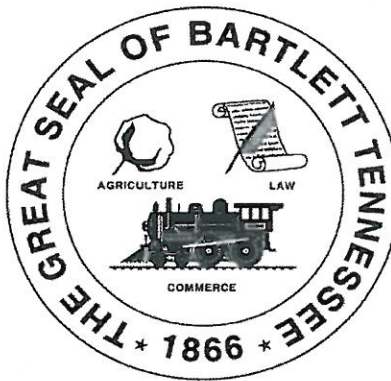
Company/Bidder	Bid Amount
A & B Construction Co., Inc.	\$ 69,613.25
Barnes & Brower, Inc.	\$ 69,064.80
Carpet Spectrum *	\$ 35,071.35

Funds are available in Account 110.43100.266.

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



REQUEST FOR SEALED BIDS

DUE: Thursday May 19, 2022 no later than 2:00 p.m. (CST)

CITY HALL ANNEX FLOORING

The City of Bartlett Engineering Department is seeking bids for carpet and associated materials replacement as well as stripping and buffing of the Vinyl Flooring.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

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NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on Thursday, May 19, 2022. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2022-05-035 City Hall Annex Flooring**" and addressed to:

**MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to Erin Campbell, P.E. at ecampbell@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

For questions, please contact Erin Campbell, P.E. at ecampbell@cityofbartlett.org or 901-385-6499. Deadline for these questions is no later than 12:00 p.m. CST on Friday, May 13, 2022.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on Bid Pricing sheets BPS 1 – BPS 2

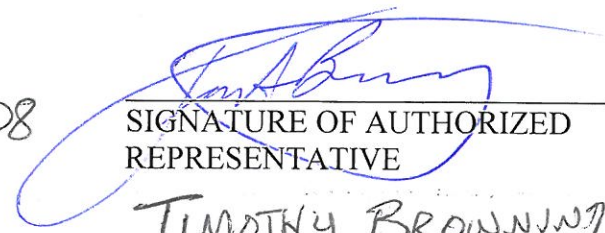
We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

CARPET SPECTRUM
NAME OF FIRM

TIMBO@CARPETSPECTRUM.NET
E-MAIL ADDRESS

3702 JACKSON AVE
ADDRESS MEMPHIS TN 38108


SIGNATURE OF AUTHORIZED REPRESENTATIVE

901-386-5205
TELEPHONE

TIMOTHY BROWNING
PRINT NAME

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of the replacement of carpet and maintenance of existing vinyl flooring in the City Hall Annex building located at 6382 Stage Road. Contractor shall provide all materials and labor required to complete the project as per the written specifications

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Firm: Name
 Address, including City, State and Zip Code
Principals: Names and Titles

f. Bids to be submitted in sealed envelopes with the following **marked on the outside**:

License: Name of Project – **FY-05-035 City Hall Annex Flooring**
 Date of Bid Opening – May 19, 2022
 Name of Contractor/Company
 Tennessee License Number and Classification, if
 Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. May 19, 2022** will be securely kept sealed. The Engineer, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The Contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance - Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a) Premises/Operations, b) Products/Completed Operations, c) Contractual, d) Independent Contractors, e) Broad Form Property Damage, f) Personal Injury and Advertising Liability, g) Comprehensive Form; h) XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **Thirty (30) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The Contractor shall contact the City of Bartlett Engineering Department, Engineering Inspector, 901-385-6499, prior to the start of construction.

F. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

N. UTILITIES

N.1 Utilities shown were located in the field, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

O.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.



FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of TENNESSEE)

S.S.

County of SHELBY)

WILLIAM BROWNING, being first duly sworn, deposes and says that:

- (1) He/She is CEO of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name WILLIAM BROWNING

Signed William Browning

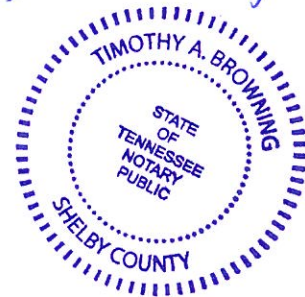
Title CEO

Subscribed and sworn before me this 10th day of May, 2022.

Signed [Signature] Print Name Timothy A. Browning

Title Notary My Commission Expires

November 9, 2025
My commission expires: _____, 20____.



Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

PUBLIC ACTS 109
(Iran Divestment Act)

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

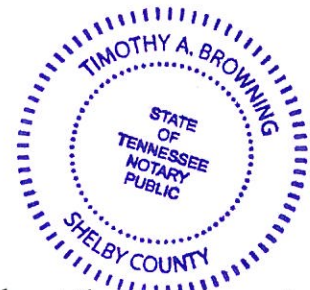
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name William D. Browning
Signed William D Browning
Title CEO

Subscribed and sworn before me this 10 day of May, 2022.

Signed [Signature] Print Name Timothy A Browning
Title Notary

My commission expires: November 9, 2025



NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

DCF-2

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

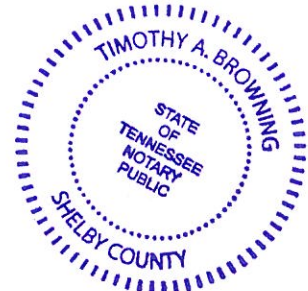
FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

Suspension and Debarment Certification (Signature page)

Company/Firm CARPET SPECTRUM
Print Name WILLIAM BROWNING
Signed William D Browning
Title CEO

Subscribed and sworn before me this 10th day of May, 20 22.
Signed [Signature] Print Name Timothy A Browning
Title Notary

My commission expires: _____
My Commission Expires
November 9, 2025 20



NOTE: This form is required for all Federal and State funded bids and is optional for all other bids.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TENNESSEE)
County of SHELBY) S.S.

WILLIAM BROWNING, being first duly sworn, deposes and says that:

- (1) He/She is CEO of CARPET SPECTRUM, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BARTLETT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) William D Browning

(Title) CEO

Subscribed and sworn before me this 10th day of May, 20 22

[Signature] (Title) Notary

My commission expires November 9, 2025
My commission expires 20.



NCA-1

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: CARPET SPECTRUM Date: 5/10/2022

Gender: Male ☐ Female ☒

Race: Caucasian ☒

African American ☐

Hispanic ☐

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

CM-1

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: CARPET SPECTRUM Date Completed: 5/10/2022

Address: 3702 JACKSON AVE

City: MEMPHIS State: TN Zip: 38108

Phone: 901-386-5205 Fax: 901-386-5208

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

- Are Title VI posters visible to staff? If yes, where? BREAK ROOM
- Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? YES
- How is Title VI information disseminated to new/current employees? IN OUR HANDBOOK

FY2022-05-035 City Hall Annex Flooring
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4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

MANY OF OUR SUBCONTRACTORS ARE MINORITY OWNED.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

SINCE WE ARE A WOMAN OWNED COMPANY WE TRY TO ATTRACT OTHER MINORITY COMPANIES TO WORK WITH US

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Willie Blommy 5/10/2022

Signature of Authorized Official

Date

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:
Ted Archdeacon
Director of Personnel,
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

SPECIAL CONDITIONS

- All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
- Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 **prior** to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
- Contractor shall be responsible for keeping a clean work area and remove all excess construction debris and packing from site daily.
- Any damage to existing items to remain occurring during the work will be the responsibility of Contractor for repair or replacement. Repairs shall be equal to or better than existing conditions, and shall be to the satisfaction of the City of Bartlett. Contractor shall document any existing damage with photos, videos, etc., and notify the owner prior to commencing construction in the area of the existing damaged item.
- City Personnel will be responsible for boxing up personal items in each office. Contractors shall be responsible for moving furniture and boxed belongings as necessary for carpet installation and buffing.
- Codes Office 105 shall be completed first, on a weekend, Minimal city staff will be in the office to expedite installation.
- Contractor shall furnish submittals for VCT wax Stripper and VCT wax to engineering for approval before work begins.
- Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay, or approved equal shall be installed in Engineering, Planning, and Common Area, as shown in Figure 1.
- Pentz Commercial, Revival 7043T, 2213 Stimulus, or approved equal shall be installed in Code Enforcement, as shown in Figure 1.
- Vinyl Wall Base shall be Flexco Vinyl Wall Base, 4.0 Inch Cove, or approved equal. The color shall match existing.
- Area Rugs are shown on Figure 2, area is approximate and shall be the responsibility of the contractor to confirm measurements before manufacturing. The edges shall be bound and cloth backing shall be applied. The carpet material will be Aladdin Commercial, Broadloom, Rule Breaker 26, 852 Chestnut, or approved equal.

ITEM DESCRIPTIONS

1. **Item 1: MOBILIZATION** will include all cost for site layout, engineering, cost of insurance and bonds required for the execution of project described in these documents including all addenda, change orders and other adjustments to the contract. No additional payment will be made under this item. Payment will be made on a **LUMP SUM** basis for **MOBILIZATION** shown in this contract and shall include all labor, materials and equipment to mobilize on site.
2. **Item 2: REMOVAL AND REPLACEMENT OF CARPET IN COMMON AREA**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay. Payment will be made on a **SQFT** basis for **REMOVAL AND REPLACEMENT OF CARPET IN COMMON AREA**, shown in this contract and shall include all labor, materials and equipment necessary.
3. **Item 3: REMOVAL AND REPLACEMENT OF CARPET IN ENGINEERING**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay. Payment will be made on a **SQFT** basis for **REMOVAL AND REPLACEMENT OF CARPET IN ENGINEERING**, shown in this contract and shall include all labor, materials and equipment necessary.
4. **Item 4: REMOVAL AND REPLACEMENT OF CARPET IN PLANNING**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay. Payment will be made on a **SQFT** basis for **REMOVAL AND REPLACEMENT OF CARPET IN PLANNING**, shown in this contract and shall include all labor, materials and equipment necessary.
5. **Item 5: REMOVAL AND REPLACEMENT OF CARPET IN CODE ENFORCEMENT**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Pentz Commercial, Revival 7043T, 2213 Stimulus. Payment will be made on a **SQFT** basis for **REMOVAL AND REPLACEMENT OF CARPET IN CODE ENFORCEMENT**, shown in this contract and shall include all labor, materials and equipment necessary.
6. **Item 6: REMOVAL AND REPLACEMENT OF VINYL WALL BASE**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing cove molding in carpeted areas, and other items not noted and as needed for this project. Vinyl Wall Base shall be Flexco Vinyl Wall Base, 4.0 Inch Cove, or approved equal. The color shall match existing. Payment will be made on a **LINEAR FOOT** basis for **REMOVAL AND REPLACEMENT OF VINYL WALL BASE**, shown in this contract and shall include all labor, materials and equipment necessary.

FY2022-05-035 City Hall Annex Flooring
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7. Item 7: STRIP AND BUFF VINYL COMPOSIT TILE (VCT), in addition to items specified in the City of Bartlett Technical Specifications, will also include other items not noted and as needed for this project. Payment will be made on a **SQFT** basis for **STRIP AND BUFF VCT**, shown in this contract and shall include all labor, materials and equipment necessary.
8. Item 8: MANUFACTURING OF AREA RUGS, in addition to items specified in the City of Bartlett Technical Specifications, will **INCLUDE** base grade broadloom carpet with bound edges and cloth backing. The carpet material will be Aladdin Commercial, Broadloom, Rule Breaker 26, 852 Chestnut, or approved equal. These shall be placed as noted in the contract documents. Payment will be made on a **LUMP SUM** basis for **MANUFACTURING OF AREA RUGS**, shown in this contract and shall include all labor, materials and equipment necessary.
9. Item 9: ADDITIONAL CARPET SQUARES (Instant Replay), in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay. Payment will be made on a **SQFT** basis for **ADDITIONAL CARPET SQUARES (Instant Replay)**, shown in this contract and shall include all labor, materials and equipment necessary.
10. Item 10: ADDITIONAL CARPET SQUARES (Stimulus), in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing carpet squares, and other items not noted and as needed for this project. The type and color shall be Pentz Commercial, Revival 7043T, 2213 Stimulus Payment will be made on a **SQFT** basis for **ADDITIONAL CARPET SQUARES (Stimulus)**, shown in this contract and shall include all labor, materials and equipment necessary.

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1(notarized)
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title VI-1 to Title VI-3
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 and BPS-4
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2018)
11. Past Project References of Similar Work

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER: The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in this Bid Document.

BSF-1 Form - Revised 1-2018

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		450 ⁰⁰
2	REMOVAL AND REPLACEMENT OF CARPET IN COMMON AREAS	SQFT	2,800	2 ⁷⁹	7812 ⁰⁰
3	REMOVAL AND REPLACEMENT OF CARPET IN ENGINEERING	SQFT	2,550	2 ⁷⁹	7114 ⁵⁰
4	REMOVAL AND REPLACEMENT OF CARPET IN PLANNING	SQFT	1,100	2 ⁷⁹	3069 ⁰⁰
5	REMOVAL AND REPLACEMENT OF CARPET IN CODE ENFORCEMENT	SQFT	2,215	2 ⁷⁹	6178 ⁸⁵
6	REMOVAL AND REPLACEMENT OF VINYL WALL BASE	LF	2,080	1 ⁷⁰	3536 ⁰⁰
7	STRIP AND BUFF VCT	SQFT	3350	.60	2010 ⁰⁰
8	MANUFACTURING OF AREA RUGS	LS	1		1400 ⁰⁰
9	ADDITIONAL CARPET SQUARES (Instant Replay)	SQFT	1,500	1 ⁷⁵	2550 ⁰⁰
10	ADDITIONAL CARPET SQUARES (Stimulus)	SQFT	500	1 ⁷⁵	850 ⁰⁰

Initial R.C.L.

TOTAL BID = \$ 34,970³⁵

SEE BPS-1* Revised - attached as next sheet

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

BPS-1

TOTAL BID IN WORDS:

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		450 ⁰⁰
2	REMOVAL AND REPLACEMENT OF CARPET IN COMMON AREAS	SQFT	2,800	2.79	7812 ⁰⁰
3	REMOVAL AND REPLACEMENT OF CARPET IN ENGINEERING	SQFT	2,550	2.79	7114 ⁵⁰
4	REMOVAL AND REPLACEMENT OF CARPET IN PLANNING	SQFT	1,100	2.79	3069 ⁰⁰
5	REMOVAL AND REPLACEMENT OF CARPET IN CODE ENFORCEMENT	SQFT	2,215	2.79	6179 ⁸⁵
6	REMOVAL AND REPLACEMENT OF VINYL WALL BASE	LF	2,080	1.70	3536 ⁰⁰
7	STRIP AND BUFF VCT	SQFT	3350	.60	2010 ⁰⁰
8	MANUFACTURING OF AREA RUGS	LS	1		1400 ⁰⁰
9	ADDITIONAL CARPET SQUARES (Instant Replay)	SQFT	1,500	1.75	2625 ⁰⁰
10	ADDITIONAL CARPET SQUARES (Stimulus)	SQFT	500	1.75	875 ⁰⁰

TOTAL BID = \$ 35071.35

Initial R.C.L.
5/25/22

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

TOTAL BID IN WORDS:

BPS-1*
REVISED

Carpet Spectrum Inc.
3702 Jackson Ave
Memphis, TN 38108
901-386-5205

May 25, 2022

Please be advised, I have revised bid sheet and
corrected my error.

New total for Bid: \$35,071.35

Thanks,

A handwritten signature in black ink, appearing to read 'R.C. Sessum', with a long horizontal flourish extending to the right.

Ronnie Sessum

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Carpet Spectrum, Inc.

3702 Jackson Ave Memphis TN 38108 As Principal, and

Arch Insurance Company as Surety, are hereby held and firmly bound

unto City of Bartlett as OWNER in the penal sum of _____

5% of BID for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this 19th day of May, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

FY2022-05-035 City Hall Annex Flooring

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BB-1

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name

Timothy A. Browning

Principal

(L.S.)

Surety

By:

Charles A. Stogner

Print Name: Charles A. Stogner

Attorney in Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bryan S. Wimberly, Charles A. Stogner, John R. Greer, Paula S. Wheeler, Polly Agee, Ray Greer and William C. Douglas Jr. of Memphis, TN (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

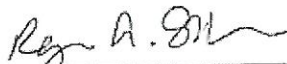
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

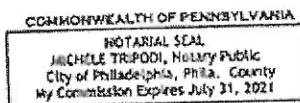
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 31st day of March, 2021.

Attested and Certified


Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company

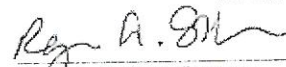

Stephen C. Ruschak, Executive Vice President


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 31, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of May, 2022.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Printed in U.S.A.

AICPOA040120

NOTICE OF AWARD

To:

PROJECT Description: City Hall Annex Flooring

The CITY has considered the BID submitted by _____ on _____ for the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required, and Certificates of Insurance **within ten (10) calendar** days from the date of this Notice.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2022.

CITY OF BARTLETT

Name: _____

Print Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

Principal (L.S.)

Surety

By: _____ Print Name: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____,
(Surety),

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the City, dated the _____ day of _____, 2022, a copy of which is
hereto attached and made a part hereof for the construction of:

City Hall Annex Flooring

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the City, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and same harmless the City from all costs and damages which may suffer by reason of failure
to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in
making good and default, and shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the execution of the work provided for in
such contract, and may authorize extension or modifications thereof, including all amounts due for
materials, used in connection with the construction of such work, and all insurance premiums on said
work, and for all labor, performed in such work whether by subcontractor or otherwise, then this
obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work or to the specifications.

PPB-1

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

Print Name

Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

PPB-2

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

NOTICE TO PROCEED

TO:

PROJECT: **City Hall Annex Flooring**

You are hereby notified, in accordance with the Agreement dated _____, to commence WORK on or before _____ and you are to complete the WORK within 30 (THIRTY) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

CITY OF BARTLETT

By: _____

Print Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence and complete the construction of _____
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 (THIRTY) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order
 - (M) SPECIFICATIONS prepared or issued by The City of Bartlett Engineering Department and dated _____.

FY2022-05-035 City Hall Annex Flooring
Due Date: May 19, 2022

(O) ADDENDA:

NO. _____, Dated _____, 22

NO. _____, Dated. _____, 22

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
8. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: _____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

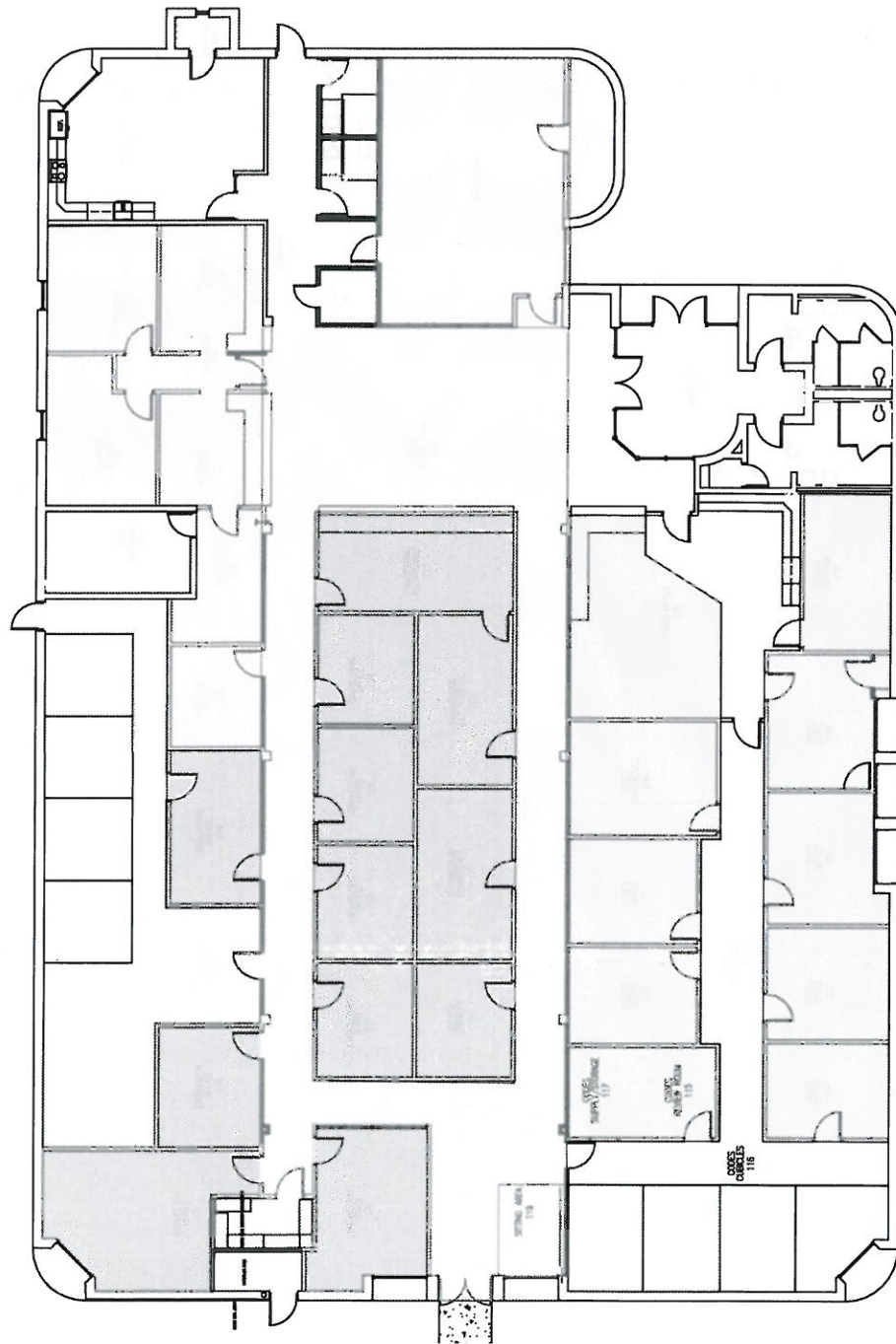
(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____



ALL QUANTITIES INCLUDE
APPROXIMATELY 5% OVERAGE

ENGINEERING- 2550 sqft

PLANNING- 1100 sqft

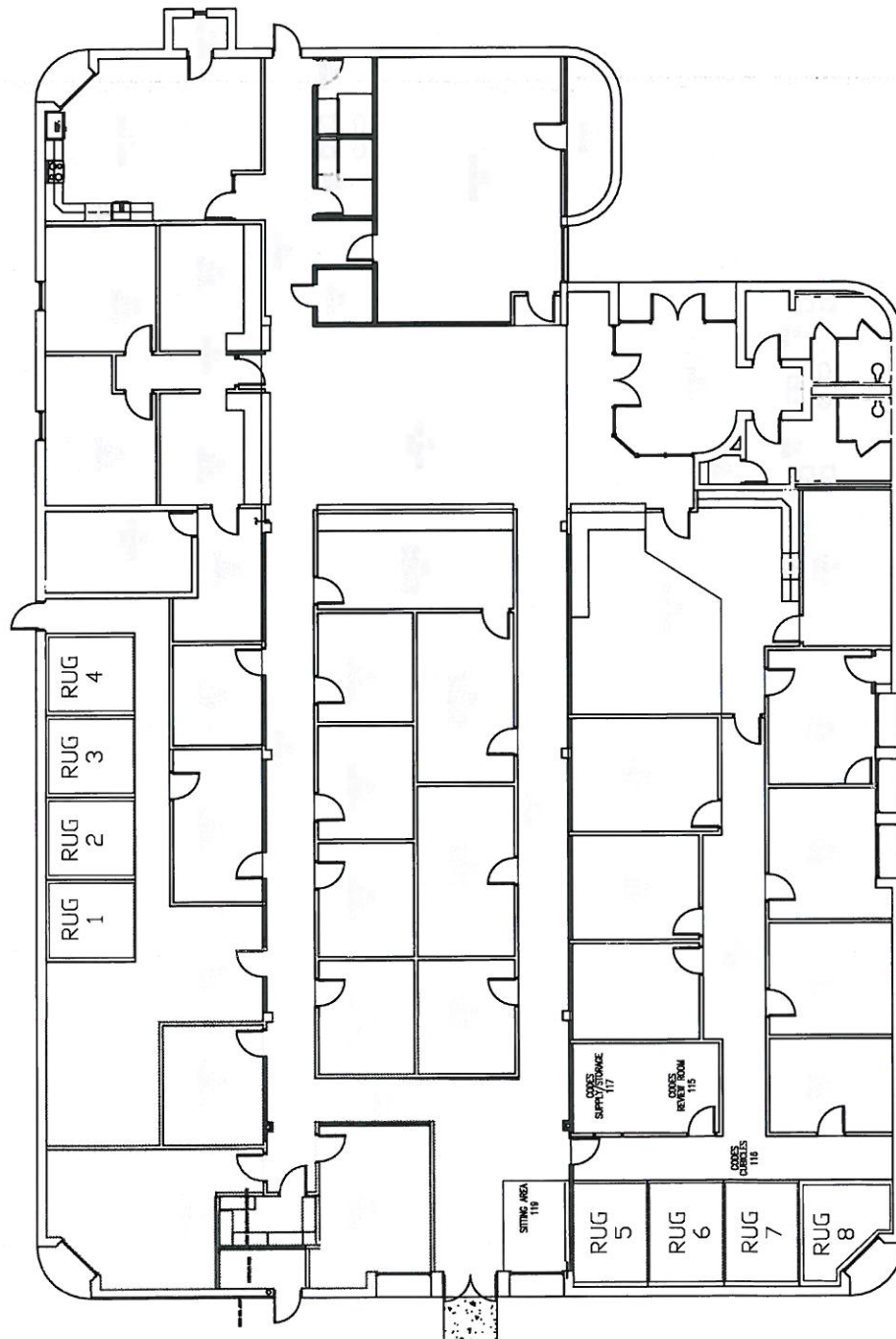
COMMON AREA- 2800 sqft

CODE ENFORCEMENT-2215 sqft

TOTAL- 8665 sqft

- * Aladdin Commercial, Mass Media Collection, Breaking News, Special Coverage, 949 Instant Replay, or approved equal shall be installed in Engineering, Planning, and Common Area.
- * Pentz Commercial, Revival 7043T, 2213 Stimulus, or approved equal shall be installed in Code Enforcement.

FIGURE I



RUGS - 730 sqft total	
RUG 1- 81 sqft	
RUG 2- 89 sqft	
RUG 3- 102 sqft	
RUG 4- 90 sqft	
RUG 5- 94 sqft	
RUG 6- 94 sqft	
RUG 7- 94 sqft	
RUG 8- 84 sqft	

* Carpet material will be Aladdin Commercial, Broadloom, Rule Breaker 26, 852 Chestnut, or approved equal.

FIGURE 2

Aladdin

COMMERCIAL

BREAKING NEWS QA178

PRODUCT SPECIFICATIONS

PRODUCT TYPE	Carpet Tile
FIBER TYPE	EnviroStrand SD PET
CONSTRUCTION	Tufted
DYE METHOD	Solution Dyed
GAUGE	1/12 (47.00 rows per 10 cm)
FLAMMABILITY	ASTM E 848 Class I (Glue Down)
STATIC PROPENSITY	AATCC-134 Under 3.5 KV
SOIL RELEASE TECHNOLOGY	Mohawk Protection Plus Soil
WARRANTIES	10 Year Limited Wear Warranty 10 Year Limited Static Protection 10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty 10 Year Limited Stain Resistance Warranty 10 Year Limited Colorfastness to Light Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

For additional technical information, please contact Technical Services at 800.833.6954.



Revival|7043T

Modular

Product Specifications

Construction	Patterned loop
Backing	Nexus® Modular
Dye Method	Solution dyed
Fiber Type	Apex SDP® Polyester
Fiber Weight	16 oz.
Pile Density	6275
Product Size	24X24
Gauge	1/10
TARR	3.0

Specifications & Tests

Indoor Air Quality	GLP2526
Pill Test	Passes
Flooring Radiant Panel	Class 1 (ASTM E-648)
Smoke Density	Less than 450 (ASTM E-662)
Static Test	Less Than 3.5 kv (AATCC-134)
Lightfastness	Passes

Installation Methods

Installation Methods	Ashlar, Brick, Monolithic, Quarter Turn, Non-Directional
----------------------	--

Warranties

Lifetime Nexus® modular dimensional stability

Lifetime against delamination

Lifetime performance for wear

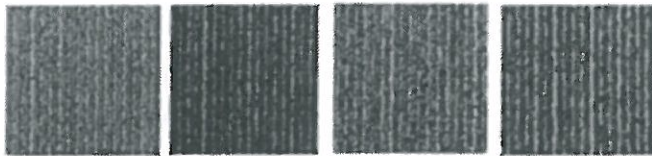
Lifetime stain removal

Lifetime colorfastness to light and atmospheric contamination

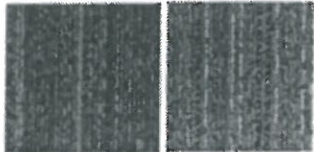
Lifetime for tuft bind strength (edge ravel, yarn pulls, zipping)

Lifetime fiber performance for static

Colorways



2211 2212 2213 2214



2215 2216



BREAKING NEWS QA178

PRODUCT SPECIFICATIONS

STYLE NAME / NUMBER	Breaking News / QA178
PRODUCT TYPE	Carpet Tile
COLLECTION NAME	Mass Media
FIBER TYPE	EnviroStrand SD PET
BACKING	UltraSet Matrix
CONSTRUCTION	Tufted
SURFACE APPEARANCE	Textured Loop
DYE METHOD	Solution Dyed
INSTALLATION METHODS	QuarterTurn, BrickAshlar, VerticalAshlar, Monolithic
GAUGE	1/12 (47.00 rows per 10 cm)
DENSITY	8,000
FLAMMABILITY	ASTM E 648 Class I (Glue Down)
SMOKE DENSITY	ASTM E 662 Less than 450
STATIC PROPENSITY	AATCC-134 Under 3.5 KV
IAQ GREEN LABEL PLUS	Green Label Plus 100055
SOIL RELEASE TECHNOLOGY	Mohawk Protection Plus Soil
TUFTED WEIGHT	16 oz. per sq. yd. (542 g/m2)
WARRANTIES	10 Year Limited Wear Warranty 10 Year Limited Static Protection 10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty 10 Year Limited Stain Resistance Warranty 10 Year Limited Colorfastness to Light Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)



innovative design. flooring performance

Submittal specification

1. PRODUCT NAME

Vinyl Wall Base, 4" Cove

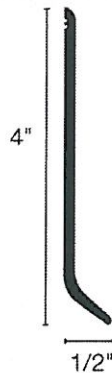
2. COMPANY INFORMATION

Flexco Corporation
1401 East 6th Street
Tuscumbia, AL, USA 35674
Phone: (256) 383-7474; (800) 633-3151
Fax: (256) 381-0322; (800) 346-9075
Email: info@flexcofloors.com, technical@flexcofloors.com
Internet: www.flexcofloors.com

3. PRODUCT DESCRIPTION

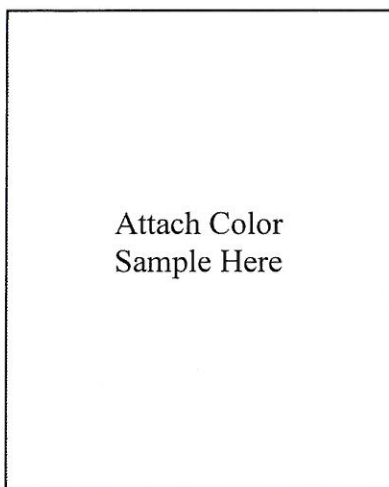
ASTM F 1861, Type TV, Group 2, Style B
Thermoplastic Vinyl Co-Extruded Formulation designed to meet or exceed the above-mentioned standard specification for Resilient Wall Base. Inside and Outside corners are available with a nominal 3" return.

VCB-XX, 4" Cove



Available in 48" Lengths and 120' Coils

Color Sample:



4. TECHNICAL DATA

ASTM E 84 (NFPA 255) - Class A
ASTM E 648 (NFPA 253) - Class 1 > .45 W/cm²
ASTM E 662 (NFPA 258) - Passes < 450
ASTM F 1861- Meets or exceeds the requirements for heat & light aging, chemical resistance and dimensional stability

5. LEED INFORMATION

May contribute to LEED® CI and NC credits MR 4, MR 5 and MR 6. For detailed LEED information, see flexco.ecoscorecard.com

6. INSTALLATION

Maintain the installation area, wall base, and adhesive between 65° F and 85° F for at least 48 hours before installation, during installation, and after the installation. Use only on structurally sound interior wall surfaces such as dry plaster, cured drywall, exterior grade plywood, concrete and masonry that are clean, smooth, dry and structurally sound. All surfaces must be free from moisture, alkali, old adhesive, dust dirt, wax, oil, grease, loose paint or plaster, nonporous wall coverings or paints and other extraneous coatings or materials that could prevent a successful bond. Any rough or uneven surfaces may telegraph through the wall base. Refer to Vinyl Wall Base Installation instructions for detailed information.

7. ADHESIVES

Adhesive for Porous Substrates

1100 Wall Base Adhesive is a premium solvent free Acrylic adhesive with aggressive wet suction grip for all Flexco Wall Base products. Coverages are described on the 1100 Wall Base Adhesive quick spec.

Adhesive for Non-Porous Substrates

Use a premium contact adhesive for installation over all non-porous substrates such as metal, FRP panels, etc.

8. PRODUCT MAINTENANCE

Refer to Flexco Vinyl Wall Base Maintenance Information for detailed instructions

9. AVAILABILITY AND COST

Products are available through Flexco distributors. Contact Flexco Customer Service or visit www.flexcofloors.com for a list of distributors.

10. LIMITED WARRANTY

Limited Two (2) Year Warranty





SAFETY DATA SHEET

Section 1 - Identification

Product Identifier WITHSTAND Non-Buff Maximum Wear / Sealer Finish
 Other means of identification 0591
 Recommended use Floor finish.
 Recommended restrictions For commercial and industrial use only.

Manufacturer / Importer / Supplier / Distributor Information

Company Name National Chemical Laboratories of PA, Inc.
 Address 401 N. 10th Street - Philadelphia, PA 19123
 Telephone 1 (215) 922-1200
 Supplier Email info@nclonline.com
 Contact CHEM-TEL
 Emergency Phone 1 (800) 255-3924

Section 2 - Hazard(s) Identification

	Classification	Category
Physical Hazards	Not Classified	
Health Hazards	Not Classified	
OSHA defined hazards	Not Classified.	
Label Elements		
Hazard Symbol	None.	
Signal Word	Not Available	
Hazard Statement	The mixture does not meet the criteria for classification.	
Precautionary statement		
Prevention	Observe good industrial hygiene practices.	
Response	Wash thoroughly after handling.	
Storage	Store away from incompatible materials.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	None known.	

Section 3 - Composition/Information on ingredients

Mixture			
Hazardous Components	Ingredient Name	CAS #	%
	Tris(2-Butoxyethyl) Phosphate	78-51-3	1 - 5
	Diethylene Glycol Monoethyl Ether	111-90-0	1 - 5

Section 4 - First-aid Measures

Inhalation Move to fresh air. Get medical attention if irritation persists.
 Skin contact Wash skin with soap and water. Get medical attention if irritation persists.
 Eye contact Flush eyes thoroughly with water for at least 15 minutes. Get medical attention if irritation persists.
 Ingestion Rinse mouth thoroughly with water. Seek medical advice.
 Most Important symptoms /effects, acute and delayed Mild eye irritation.
 Indication of immediate medical attention and special treatment Treat symptomatically.
 General Information Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Section 5 - Fire-fighting measures

Suitable extinguishing media Carbon dioxide, alcohol-resistant foam, dry chemical, water spray, or water fog.
 Unsuitable extinguishing media Not available.
 Specific hazards arising from the chemical None known.

SAFETY DATA SHEET

Vapor density	Similar to water.
Relative density	1.03 ± 0.01
Relative density temperature	75 °F (23.9 °C)
Solubilities (water)	Soluble.
Partition Coefficient n-octanol/water	Not available
Auto-ignition temperature	Not Available
Decomposition temperature	Not Available
Viscosity	< 10 cP
Viscosity Temperature	75 °F (23.9 °C)

Section 10 - Stability and reactivity

Reactivity	Not available.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to Avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous Decomposition Products	Carbon monoxide. Carbon dioxide.

Section 11 - Toxicological information

Information on likely routes of exposure

Ingestion	No adverse effects due to ingestion are expected.
Inhalation	Under normal conditions of intended use, this material is not expected to be an inhalation hazard.
Skin contact	Prolonged or repeated skin contact may cause drying, cracking, or irritation.
Eye contact	May cause eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	May cause eye irritation. Prolonged or repeated skin contact may cause drying, cracking, or irritation.

Information on toxicological effects.

Acute toxicity	Not expected to be hazardous.
Skin corrosion/irritation	Prolonged or repeated contact may dry skin and cause irritation.
Serious eye damage/ eye irritation	May cause eye irritation.
Respiratory sensitization	Not classified.
Skin sensitization	Not available.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.
Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.

Section 12 - Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is expected to be biodegradable.	
Bioaccumulative potential	Not known.	
Partition coefficient n-octanol / water log (Kow)		
Components		Results
Diethylene Glycol Monoethyl Ether (CAS 111-90-0)		-0.54
Tris(2-Butoxyethyl) Phosphate (CAS 78-51-3)		3.75
Mobility in soil	Not available.	
Mobility in general	The product is water soluble and may spread in water systems.	
Other adverse effects	None known.	

Section 13 - Disposal considerations

Disposal instructions	Dispose in accordance with applicable federal, state, and local regulations.
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SAFETY DATA SHEET

Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances	Yes
Unites States Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

*A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

Section 16 - Other information, including date of preparation or last version

Revision date 1/17/2021

Version # 02

HMIS Hazard Codes

PPE A

Disclaimer

The information contained herein was obtained from current and reliable sources. However, the data is provided without any warranty, expressed or implied, regarding its correctness or accuracy. Since the conditions for use, handling, storage and disposal of this product are beyond the manufacturer's control, it is the user's responsibility both to determine safe conditions for use of this product and to assume liability for loss, injury, damage or expense arising from the product's improper use. No warranty, expressed or implied, regarding the product described herein shall be created by or inferred from any statement or omission in this SDS. Various government agencies may have specific regulations concerning the transportation, handling, storage, use or disposal of this product which may not be reflected in this SDS. The user should review these regulations to ensure full compliance.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)



World Class Cleaning & Hygiene Solutions™

NATIONAL CHEMICAL LABORATORIES, INC.

5.2.a

SAFETY DATA SHEET

Section 1 - Identification

Product Identifier BARE BONES® No-Rinse/No-Scrub Liquifying Stripper
Other means of identification 1058
Recommended use Floor finish remover.
Recommended restrictions For commercial and industrial use only.

Manufacturer / Importer / Supplier / Distributor Information

Company Name National Chemical Laboratories of PA, Inc.
Address 401 N. 10th Street - Philadelphia, PA 19123
Telephone 1 (215) 922-1200
Supplier Email info@nclonline.com
Contact CHEM-TEL
Emergency Phone 1 (800) 255-3924

Section 2 - Hazard(s) Identification

SDS Hazards and Warnings are based on the undiluted product. Refer to diluted SDS for Ready-To-Use Hazards and Warnings.

	Classification	Category	
Physical Hazards	Not Classified		
Health Hazards	Acute toxicity, dermal	4	
	Acute toxicity, inhalation	4	
	Acute toxicity, oral	4	
	Serious eye damage/eye irritation	1	
	Skin corrosion/irritation	1	
	Specific target organ toxicity, single exposure	3	TARGET ORGAN: respiratory tract irritation

OSHA defined hazards Not Classified.

Label Elements

Hazard Symbol



Signal Word Danger

Hazard Statement Causes severe skin burns and eye damage. Harmful if swallowed, in contact with skin or if inhaled. May cause respiratory irritation.

Precautionary statement

Prevention Do not breathe mist or vapor. Use only in well-ventilated areas. Wear protective gloves/clothing and eye/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Keep out of reach of children.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Storage Store locked up. Store in a well-ventilated place. Keep cool.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) Not classified.

Section 3 - Composition/Information on Ingredients

Mixture

Hazardous Components	Ingredient Name	CAS #	%
	2-Amino Ethanol	141-43-5	5 - 10
	2-Butoxyethanol	111-76-2	25 - 45

Section 4 - First-aid Measures

Inhalation Move to fresh air. If not breathing, give artificial respiration or give oxygen by trained personnel. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way

SAFETY DATA SHEET

US. California Code of Regulations, Title 8, Section 5155. Airborne Contaminants

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

US. Minnesota Hazardous Substances List (Minn. Rules 5206.0400).

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Skin designation applies.

US. NIOSH: Pocket Guide to Chemical Hazards

Component	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.100)

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

US. OSHA Table Z-1-A (29 CFR 1910.100)

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

US. Rhode Island Hazardous Substances Right-to-Know Act (R.I. Gen. Laws Section 28-21-1 et. seq.)

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

US. Tennessee. OELs Occupational Exposure Limits, Table Z1A

Components	Exposure
2-Butoxyethanol (CAS 111-76-2)	Can be absorbed through the skin.

Appropriate engineering controls Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits. Provide easy access to water supply and eye wash facilities.

Individual protection measures, such as personal protective equipment

Eye/face protection If use of product risks exposure to contact, wear safety glasses with side shields.

Skin protection

Hand protection Impervious gloves are recommended for prolonged use.

Other If use of product risk exposure to contact, wear suitable protective clothing.

Respiratory protection

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice.

Section 9 - Physical and chemical properties

Appearance	Clear.
Physical state	Liquid.
Form	Liquid.
Color	Pale Straw.
Odor	Sassafras.
Odor threshold	Not available.
pH	11.7
Melting point/freezing point	Not available.
Initial boiling point and boiling range	212 °F (100 °C)
Flash point	>201°F (94°C) TCC
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Similar to water.
Vapor density	Similar to water.
Relative density	0.97 ± 0.01
Relative density temperature	75 °F (23.9 °C)
Solubilities (water)	100 % Soluble.
Partition Coefficient n-octanol/water	Not available

SAFETY DATA SHEET

2-Butoxyethanol (CAS 111-76-2)

0.83

2-Amino Ethanol (CAS 141-43-5)

-1.31

Mobility in soil

Not available.

Mobility in general

The product is water soluble and may spread in water systems.

Other adverse effects

None known.

Section 13 - Disposal considerations

Disposal instructions

Dispose in accordance with applicable federal, state, and local regulations.

Local disposal regulations

Dispose of in accordance with local regulations.

Hazardous waste code

Waste codes should be assigned by the user based on the application for which the product was used.

Waste from residues / unused products

Dispose in accordance with all applicable regulations.

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied.

Section 14 - Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transportation in bulk according to Annex II of MARPOL 73/78 and IBC Code

This substance/mixture is not intended to be transported in bulk.

Section 15 - Regulatory Information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not on regulatory list.

CERCLA Hazardous Substance List (40 CFR 302.4)

Components

Result

2-Butoxyethanol (CAS 111-76-2)

LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard Categories	Immediate Hazard	Yes
	Delayed Hazard	No
	Fire Hazard	No
	Pressure Hazard	No
	Reactivity Hazard	No

SARA 302 Extremely hazardous substance

No

SARA 311/312 Hazardous chemical

Yes

SARA 313 (TRI reporting)

Chemical name

CAS #

% by wt.

2-Butoxyethanol

111-76-2

25 - 45

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

Food and Drug Administration (FDA)

Not regulated.

US state regulations

US.Massachusetts RTK - Substance List

Components

2-Butoxyethanol (CAS 111-76-2)

2-Amino Ethanol (CAS 141-43-5)

US.New Jersey Worker and Community Right-to-Know Act

Components

2-Butoxyethanol (CAS 111-76-2)

2-Amino Ethanol (CAS 141-43-5)

US.Pennsylvania RTK - Hazardous Substances

Components

2-Butoxyethanol (CAS 111-76-2)

2-Amino Ethanol (CAS 141-43-5)

US.Rhode Island RTK

Components

2-Butoxyethanol (CAS 111-76-2)

2-Amino Ethanol (CAS 141-43-5)

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to expose you to any chemicals currently listed as carcinogens or reproductive toxins.



World Class Cleaning & Hygiene Solutions

NATIONAL CHEMICAL LABORATORIES, INC.

5.2.a

SAFETY DATA SHEET

Section 1 - Identification

Product Identifier ONE Labor Saving Sealer/Finish
 Other means of identification 0590
 Recommended use Floor finish.
 Recommended restrictions For commercial and industrial use only.
 Manufacturer / Importer / Supplier / Distributor Information
 Company Name National Chemical Laboratories of PA, Inc.
 Address 401 N. 10th Street - Philadelphia, PA 19123
 Telephone 1 (215) 922-1200
 Supplier Email info@ncnline.com
 Contact CHEM-TEL
 Emergency Phone 1 (800) 255-3924

Section 2 - Hazard(s) Identification

	Classification	Category
Physical Hazards	Not Classified	
Health Hazards	Not Classified	
OSHA defined hazards	Not Classified.	
Label Elements		
Hazard Symbol	None.	
Signal Word	Not Available	
Hazard Statement	The mixture does not meet the criteria for classification.	
Precautionary statement		
Prevention	Observe good industrial hygiene practices.	
Response	Wash thoroughly after handling.	
Storage	Store away from incompatible materials.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	None known.	

Section 3 - Composition/Information on ingredients

Mixture			
Hazardous Components	Ingredient Name	CAS #	%
	Tris(2-Butoxyethyl) Phosphate	78-51-3	1 - 5
	Diethylene Glycol Monoethyl Ether	111-90-0	1 - 5

Section 4 - First-aid Measures

Inhalation	Move to fresh air. Get medical attention if irritation persists.
Skin contact	Wash skin with soap and water. Get medical attention if irritation persists.
Eye contact	Flush eyes thoroughly with water for at least 15 minutes. Get medical attention if irritation persists.
Ingestion	Rinse mouth thoroughly with water. Seek medical advice.
Most Important symptoms / effects, acute and delayed	Mild eye irritation.
Indication of immediate medical attention and special treatment	Treat symptomatically.
General Information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Section 5 - Fire-fighting measures

Suitable extinguishing media	Carbon dioxide, alcohol-resistant foam, dry chemical, water spray, or water fog.
Unsuitable extinguishing media	Not available.
Specific hazards arising from the chemical	None known.

SAFETY DATA SHEET

Vapor density	Similar to water.
Relative density	1.03 ± 0.01
Relative density temperature	75 °F (23.9 °C)
Solubilities (water)	Disperses
Partition Coefficient n-octanol/water	Not available
Auto-ignition temperature	Not Available
Decomposition temperature	Not Available
Viscosity	< 10 cP
Viscosity Temperature	75 °F (23.9 °C)

Section 10 - Stability and reactivity

Reactivity	Not available.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to Avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous Decomposition Products	Carbon monoxide. Carbon dioxide.

Section 11 - Toxicological information

Information on likely routes of exposure

Ingestion	No adverse effects due to ingestion are expected.
Inhalation	Under normal conditions of intended use, this material is not expected to be an inhalation hazard.
Skin contact	Prolonged or repeated skin contact may cause drying, cracking, or irritation.
Eye contact	May cause eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	May cause eye irritation. Prolonged or repeated skin contact may cause drying, cracking, or irritation.

Information on toxicological effects.

Acute toxicity	Not expected to be hazardous.
Skin corrosion/irritation	Prolonged or repeated contact may dry skin and cause irritation.
Serious eye damage/ eye irritation	May cause eye irritation.
Respiratory sensitization	Not classified.
Skin sensitization	Not available.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.
Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.

Section 12 - Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is expected to be biodegradable.	
Bioaccumulative potential	Not known.	
Partition coefficient n-octanol / water log (Kow)		
Components	Results	
Diethylene Glycol Monoethyl Ether (CAS 111-90-0)	-0.54	
Tris(2-Butoxyethyl) Phosphate (CAS 78-51-3)	3.75	
Mobility in soil	Not available.	
Mobility in general	The product is water soluble and may spread in water systems.	
Other adverse effects	None known.	

Section 13 - Disposal considerations

Disposal instructions	Dispose in accordance with applicable federal, state, and local regulations.
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SAFETY DATA SHEET

Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances	Yes
United States Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

*A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

Section 16 - Other information, including date of preparation or last version

Revision date 1/17/2021

Version # 02

HMIS Hazard Codes Health 1 Flammability 0 Physical Hazard 0 PPE 0

Disclaimer

The information contained herein was obtained from current and reliable sources. However, the data is provided without any warranty, expressed or implied, regarding its correctness or accuracy. Since the conditions for use, handling, storage and disposal of this product are beyond the manufacturer's control, it is the user's responsibility both to determine safe conditions for use of this product and to assume liability for loss, injury, damage or expense arising from the product's improper use. No warranty, expressed or implied, regarding the product described herein shall be created by or inferred from any statement or omission in this SDS. Various government agencies may have specific regulations concerning the transportation, handling, storage, use or disposal of this product which may not be reflected in this SDS. The user should review these regulations to ensure full compliance.

Attachment: Carpet Spectrum Bid (3148 : Bid for City Hall Annex Flooring)



World Class Cleaning & Hygiene Solutions™

NATIONAL CHEMICAL LABORATORIES, INC.

5.2.a

SAFETY DATA SHEET

Section 1 - Identification

Product Identifier 24-7 Extended Performance Floor Finish
Other means of identification 0593
Recommended use Floor finish.
Recommended restrictions For commercial and industrial use only.
Manufacturer / Importer / Supplier / Distributor Information
Company Name National Chemical Laboratories of PA, Inc.
Address 401 N. 10th Street - Philadelphia, PA 19123
Telephone 1 (215) 922-1200
Supplier Email info@ncnline.com
Contact CHEM-TEL
Emergency Phone 1 (800) 255-3924

Section 2 - Hazard(s) Identification

	Classification	Category
Physical Hazards	Not Classified	
Health Hazards	Not Classified	
OSHA defined hazards	Not Classified.	
Label Elements		
Hazard Symbol	None.	
Signal Word	None	
Hazard Statement	The mixture does not meet the criteria for classification.	
Precautionary statement		
Prevention	Observe good industrial hygiene practices.	
Response	Wash thoroughly after handling.	
Storage	Store away from incompatible materials.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	None known.	

Section 3 - Composition/Information on Ingredients

Mixture	Ingredient Name	CAS #	%
Hazardous Components	Diethylene Glycol Monoethyl Ether	111-90-0	1 - 5

Section 4 - First-aid Measures

Inhalation	Move to fresh air. Get medical attention if irritation persists.
Skin contact	Wash skin with soap and water. Get medical attention if irritation persists.
Eye contact	Flush eyes thoroughly with water for at least 15 minutes. Get medical attention if irritation persists.
Ingestion	Rinse mouth thoroughly with water. Seek medical advice.
Most Important symptoms /effects, acute and delayed	Mild eye irritation.
Indication of immediate medical attention and special treatment	Treat symptomatically.
General Information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Section 5 - Fire-fighting measures

Suitable extinguishing media	Carbon dioxide, alcohol-resistant foam, dry chemical, water spray, or water fog.
Unsuitable extinguishing media	Not available.
Specific hazards arising from the chemical	None known.

SAFETY DATA SHEET

Vapor density	Similar to water.
Relative density	1.03 ± 0.01
Relative density temperature	75 °F (23.9 °C)
Solubilities (water)	Soluble.
Partition Coefficient n-octanol/water	Not available
Auto-ignition temperature	Not Available
Decomposition temperature	Not Available
Viscosity	< 10 cP
Viscosity Temperature	75 °F (23.9 °C)

Section 10 - Stability and reactivity

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to Avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous Decomposition Products	Carbon monoxide. Carbon dioxide.

Section 11 - Toxicological information

Information on likely routes of exposure

Ingestion	No adverse effects due to ingestion are expected.
Inhalation	Under normal conditions of intended use, this material is not expected to be an inhalation hazard.
Skin contact	Prolonged or repeated skin contact may cause drying, cracking, or irritation.
Eye contact	May cause eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	May cause eye irritation. Prolonged or repeated skin contact may cause drying, cracking, or irritation.

Information on toxicological effects.

Acute toxicity	Not expected to be hazardous.
Skin corrosion/irritation	Prolonged or repeated contact may dry skin and cause irritation.
Serious eye damage/ eye irritation	May cause eye irritation.
Respiratory sensitization	Not classified.
Skin sensitization	Not available.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.
Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.

Section 12 - Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is expected to be biodegradable.	
Bioaccumulative potential	Not known.	
Partition coefficient n-octanol / water log (Kow)		
Components		Results
Diethylene Glycol Monoethyl Ether (CAS 111-90-0)		-0.54
Tris(2-Butoxyethyl) Phosphate (CAS 78-51-3)		3.75
Mobility in soil	Not available.	
Mobility in general	The product is water soluble and may spread in water systems.	
Other adverse effects	None known.	

Section 13 - Disposal considerations

Disposal instructions	Dispose in accordance with applicable federal, state, and local regulations.
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SAFETY DATA SHEET

Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances	Yes
Unites States Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

*A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

Section 16 - Other information, including date of preparation or last version

Revision date 1/17/2021

Version # 02

HMIS Hazard Codes Health 1 Flammability 0 Physical Hazard 0 PPE 0

Disclaimer
The information contained herein was obtained from current and reliable sources. However, the data is provided without any warranty, expressed or implied, regarding its correctness or accuracy. Since the conditions for use, handling, storage and disposal of this product are beyond the manufacturer's control, it is the user's responsibility both to determine safe conditions for use of this product and to assume liability for loss, injury, damage or expense arising from the product's improper use. No warranty, expressed or implied, regarding the product described herein shall be created by or inferred from any statement or omission in this SDS. Various government agencies may have specific regulations concerning the transportation, handling, storage, use or disposal of this product which may not be reflected in this SDS. The user should review these regulations to ensure full compliance.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/14/22 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase one Dodge Durango Police Vehicle.



BARTLETT POLICE DEPARTMENT

3730 Appling Road Bartlett, TN 38133
901-385-5502



Mayor McDonald,

The Police Department respectfully requests to purchase one (1) 2022 Dodge Durango Police Vehicle. Due to recent damage claims and monies saved from other purchases, the Police Department has procured funding for this acquisition. Funds are available in Account #311.48311.785.20322 (\$10,878) and Account #11042100.36347 (\$23,000).

Representatives from our organization have contacted various vendors regarding this purchase. Due to the global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock require a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase this vehicle utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a supply source for all Tennessee State Agencies and provides guaranteed discounted pricing.

We have spoken with the State of Tennessee Vehicle Contract Vendor, Columbia CDJR, and they have agreed to provide the state-contracted price for this purchase. Columbia CDJR has this vehicle in stock, and it is available for immediate delivery. The total cost for this purchase is \$33,878.

An official quote from Columbia CDJR, the State of Tennessee Vehicle Contract Information, and the State of Tennessee Vehicle Contract Usage Instructions are attached for review. Your consideration of this request is greatly appreciated.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "J. Cox".

Jeff Cox, Chief of Police
Bartlett Police Department

Attachment: Dodge Durango Purchase Request (3153 : Purchase Dodge Durango Police Vehicle)

Chrysler Dodge Jeep RAM Fiat of Columbia
106 S. James Campbell Boulevard
Columbia, TN 38401



QUOTE

RAMQ4399-01
May 31, 2022

Tennessee State Wide Contract # 209

Quoted To:

Chris Golden
Bartlett Police Department
3730 Appling Road
Bartlett, TN 38133

Prepared By:

Russell Alan Moles
Regional Fleet Sales Manager

Phone: (901) 385-5539
Fax:

Phone: 865-719-0014
Email: rmoles@cdjrcolumbia.com

Basic Vehicle Model & Price	Unit Price	Qty	Ext. Price
WDEE75 - DURANGO PPV - AWD - 3.6L V6	\$32,714.00	1	\$32,714.0
Engine	Unit Price	Qty	Ext. Price
3.6L V6 24V VVT ENGINE UPG I W/ESS		1	
Transmission	Unit Price	Qty	Ext. Price
8-SPD AUTO 850RE TRANS (MAKE)		1	
Interior & Trim	Unit Price	Qty	Ext. Price
BLACK CLOTH BUCKET SEATS W/ SHIFT INSERT		1	
BLACK VINYL FLOOR COVERING	\$0.00	1	\$0.0
BLACK CLOTH 2ND ROW 60/40 FOLDING SEAT	\$0.00	1	\$0.0
Notable Standard Equipment	Unit Price	Qty	Ext. Price
POWER WINDOWS, POWER LOCKS, & REMOTE KEYLESS ENTRY W/(4) FOBKEYS	\$0.00	1	\$0.0
INTEGRATED VOICE COMMAND W/BLEETOOTH	\$0.00	1	\$0.0
PARKVIEW REAR BACK-UP CAMERA	\$0.00	1	\$0.0
PARKSENSE REAR PARK ASSIST W/INDICATOR	\$0.00	1	\$0.0
BLIND SPOT AND CROSS PATH DETECTION	\$0.00	1	\$0.00

Attachment: Dodge Durango Purchase Request (3153 : Purchase Dodge Durango Police Vehicle)

	Unit Price	Qty	Ext. Price
CLASS IV RECEIVER HITCH	\$0.00	1	\$0.0
FULL SIZE MATCHING SPARE WHEEL & TIRE	\$0.00	1	\$0.0

Exterior Color	Unit Price	Qty	Ext. Price
- Specific Colors Subject to Availability of Stock Ordered/On-GROUND - White/Black Are No Charge Color Options Other Colors Add Cost to Quote			
PW7 - WHITE KNUCKLE CLEAR COAT (OPTIONAL)	\$0.00	1	\$0.0
PXJ - DB BLACK CLEAR COAT (OPTIONAL)	\$0.00	1	\$0.0
PDN - DESTROYER GREY CLEAR COAT (OPTIONAL)	\$395.00	1	\$395.0
PFQ - F8 GREEN CLEAR COAT (OPTIONAL)	\$95.00	1	\$95.0
PRV - OCTANE RED PEARL COAT (OPTIONAL - SELECTED)	\$395.00	1	\$395.0
PRM - REDLINE 2 COAT PEARL (FIRE RED) (OPTIONAL)	\$0.00	1	\$0.0

Factory Options & Charges	Unit Price	Qty	Ext. Price
FULL LENGTH FLOOR CONSOLE (STANDARD RETAIL CONSOLE)	\$295.00	1	\$295.00
FLOOR CARPET	\$125.00	1	\$125.00
18X8.0 PAINTED ALUMINUM WHEELS	\$349.00	1	\$349.00

Dealership Options & Charges	Unit Price	Qty	Ext. Price
DRIVER DELIVERY TO CUSTOMER	\$0.00	1	\$0.00
PACK - FIXED COST & OVERHEAD	\$0.00	1	\$0.00

Aftermarket Equipment & Charges	Unit Price	Qty	Ext. Price
NO AFTERMARKET EQUIPMENT		1	

Attachment: Dodge Durango Purchase Request (3153 : Purchase Dodge Durango Police Vehicle)

	Unit Price	Qty	Ext. Price
Totals			
Subtotal			\$33,878.0
Tax			\$0.0
Shipping			\$0.0
Grand Total			\$33,878.0

Please contact me if I can be of further assistance.

Attachment: Dodge Durango Purchase Request (3153 : Purchase Dodge Durango Police Vehicle)



MEMO

SWC# 209 Vehicles
Contract Information and Usage Instructions

Contract Period: Total Number of Years: 2 Years

Start Date: September 24, 2021
 Final End Date: December 31, 2023

Summary/Background Information: SWC 209 was created to provide state agencies, local governments, and private non-profit institutions of higher education, and eligible non-profit agencies for the purchase and delivery of new vehicles. **The contracts below cover multiple dealers/manufacturers and each contract awarded covers delivery within the state of TN.**

State Contact Information

Contract Administrator:

Michael Neely
 Category Specialist
 Central Procurement Office
 (615) 741-5971
Michael.T.Neely@tn.gov

Vendor Contact Information:

Company Name

Edison Contract Number
 Vendor Number
 Vendor Contact Information

TT of Columbia (d.b.a Chrysler, Dodge, and Jeep, Ram of Columbia) (All Regions)

72308
 0000141027
 Mr. Craig Baton
 (615) 243-1528
cbaton@cdjrcolumbia.com
 106 S. James Campbell Blvd., Columbia, TN 38401

Chrysler, Dodge, Jeep, Ram,

1000187716	Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)
1000187717	Sedans, CDJR, Generic SWC209 Asset (All Regions)
1000187718	Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187719	Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)
1000187720	Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name

Edison Contract Number
 Vendor Number

Wilson County Motor Co. (All Regions)

72307
 0000000869

Not Ready To Accept? Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

This page was created using QuoteValet - The online quote delivery and acceptance vehicle for QuoteWerks.

Attachment: Dodge Durango Purchase Request (3153 : Purchase Dodge Durango Police Vehicle)

Vendor Contact Information

Danielle Rodriquez, Fleet Manager
(615) 444-9642

danielle@wilsoncountyauto.com

903 South Hartmann Drive, Lebanon, TN 37090

Chevrolet, GMC, Buick, Hyundai

1000187722	Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)
1000187723	Sedans, Chevy, Generic SWC209 Asset (All Regions)
1000187724	Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187725	Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)
1000187726	Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187727	Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187750	Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187751	Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)
1000187752	Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187754	Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)
1000187733	Sedans, Hyundai, Generic SWC209 Asset (All Regions)
1000187734	Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)t
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name
Regions)

Alan Jay Automotive Management Inc. (All

Edison Contract Number

72319 (Toyota, Nissan, Chevy, Hyundai), 72370 (Ford),
72420 (CJDR)

Vendor Number

0000233695

Vendor Contact Information

Matt Forte

(863) 402-4216

matt.forte@alanjay.com

Ford, Chevy, GMC, Nissan, Toyota, Chrysler, Dodge, Jeep, Ram

	Contract 72320
1000179934	Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
1000179935	Sedans, Ford, Generic SWC209 Asset (All Regions)
1000179936	Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000179937	Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)

1000179938	Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
	Contract 72319
1000187740	Sedans, Toyota, Generic SWC209 Asset (All Regions)
1000187741	Minivan and Full-size Vans, Toyota(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187742	Sport Utility Vehicles, Toyota(SUVs), Generic SWC209 Asset (All Regions)
1000187743	Light Trucks, Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187744	Sedans, Nissan, Generic SWC209 Asset (All Regions)
1000187745	Minivan and Full-size Vans, Nissan(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187746	Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset (All Regions)
1000187747	Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset
1000187722	Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)
1000187723	Sedans, Chevy, Generic SWC209 Asset (All Regions)
1000187724	Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187725	Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)
1000187726	Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187727	Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187750	Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187751	Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)
1000187752	Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
	Contact 72420
1000187716	Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)
1000187717	Sedans, CDJR, Generic SWC209 Asset (All Regions)
1000187718	Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187719	Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)
1000187720	Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name
Edison Contract Number

Ford of Murfreesboro (All Regions)
72320

Vendor Number
Vendor Contact Information

0000141024
Mr. Keith McCullough
(615) 542-1843 (cell)
(615) 893-4121 ext. 1390 (office)
kmccullough@fordofmurfreesboro.com

Jason McCullough
(615) 785-9141 (cell)
(615) 893-4121 ext. 1312 (Office)
jmccullough@fordofmurfreesboro.com
1550 NW Broad Street, Murfreesboro, TN 37129

Ford

1000179934	Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
1000179935	Sedans, Ford, Generic SWC209 Asset (All Regions)
1000179936	Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000179937	Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
1000179938	Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179939	Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name

Edison Contract Number
Vendor Number
Vendor Contact Information

Lonnie Cobb, LLC (All Regions)

72318
0000146108
Steven Blackstock, Fleet Manager
(731) 989-2121
Lcag.fleet@gmail.com
1618 U.S. Hwy 45 North, Henderson, TN 38340

Ford

1000179934	Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
1000179935	Sedans, Ford, Generic SWC209 Asset (All Regions)
1000179936	Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000179937	Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
1000179938	Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179939	Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

1000179941	Optional Equipment, Generic SWC209 Asset
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Company Name

Edison Contract Number

Vendor Number

Vendor Contact Information

Ted Russell Ford Inc. (All Regions)

72478

0000001088

Tony Smith

(65) 299-5845

tsmith@tedrussell.com

8551 Kingston Pike, Knoxville, TN 37919

Ford

1000179939	Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name

Edison Contract Number

Vendor Number

Vendor Contact Information

Cumberland International (All Regions)

72311

0000081551

Erick Creasey

(615) 767-8681

ecreasey@cltte.com

1901 Lebanon Pike, Nashville, TN 37210

International

1000187736	Medium Trucks, International(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset

Company Name

Edison Contract Number

Vendor Number

Vendor Contact Information

Worldwide Equipment of TN, Inc (All Regions)

72310

0000084264

Dylan Cutshaw

(865) 688-4300 ext 73805

Dylan.cutshaw@thetruckpeople.com

6614 Wilbanks Rd, Knoxville, TN 37912

Kenworth, Hino

1000187738	Medium Trucks, Hino(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
1000187739	Medium Trucks, Kenworth(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

1000187762	Medium Trucks, Mack (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
1000196425	Medium Trucks Isuzu(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
1000179941	Optional Equipment, Generic SWC209 Asset

Usage Instructions:

All documents needed to purchase a vehicle off the contract can be found on the Statewide Contract 209: Vehicles web page, located here:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-/swc-209-vehicles.html>

- Delivery times will vary, but the dealer will give an estimated date
- Please contact the selected dealer for an exact quote.
- The option clause can be used for both factory and aftermarket equipment installed at the time of purchase. It can also be used to delete or add any factory installed equipment.
- **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.

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments. Specify delivery location to the

dealership when ordering; delivery times will vary.



Invitation to Bid (ITB)
For SWC209 Vehicles
Event # 11885

1. Section 1 -- Background Information

- 1.1. This contract is to provide vehicles for Transportation and Vehicle Asset Management as needed. All items must meet the specifications as listed in the solicitation bid sheet. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty three million (\$33,000,000) ("Estimated Liability").

- 1.2. **Statewide Contract.** The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.

- 1.3. **Pre-response Conference Notification.** The Central Procurement Office will hold a pre-response conference for this solicitation at the date, time, and location specified below:

Date/Time: June 22, 2021 2:00PM

Location: MS Teams Due to Covid

Please use the link below to download MS Teams and join the meeting.

[Join conversation \(microsoft.com\)](https://www.microsoft.com/join-conversation)

Prospective respondents are encouraged to attend this pre-response conference; however attendance is not mandatory in order to submit a response. The Central Procurement Office conducts pre-response conferences to discuss and answer questions prior to response due date. The pre-response conference is for informational purposes only. Nothing stated at the pre-response conference shall change the solicitation unless the change is reflected in writing and disseminated to all prospective respondents that attended the pre-response conference.

- 1.4. **Accommodation for People with Disabilities.** Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Solicitation Coordinator to discuss any auxiliary aids or services needed. Such contact should be made no less than three (3)

business days prior to the public meeting to allow time for the Solicitation Coordinator to provide needed aids or services.

- 1.5. **Questions.** Respondents may submit written questions about this ITB to the Solicitation Coordinator. All questions must be submitted no later than 4:00PM on June 24, 2021.
- 1.6. **Responses Due.** The response must be received by the State on or before the date and hour designated for the response opening. Responses that are submitted untimely shall be rejected.

2. Award Criteria

- 2.1. **Multiple Awards-Per Manufacturer.** Multiple Awards –Per Manufacturer. The State will award up to three separate contracts to the lowest responsive and responsible Dealers per Manufacturer.

The evaluation will be based upon the dealer's two (2) Year Fixed Fleet Price per Manufacturer on Attachment A – General Pricing Sheet.

3. Standard Terms of the Solicitation

- 3.1. **Respondent Registration.** Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

- 3.2. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required pursuant to the terms and conditions of this ITB.
- 3.3. **Quality of Workmanship and Materials.** Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.
- 3.4. **Performance.** The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services are subject to inspection and evaluation by the State.
- 3.5. **Clarifications.** The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.

- 3.6. **Negotiations.** The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

- 3.7. **Response Cancellation and Rejection.** The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.

- 3.8. **Communications and Contacts.** Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-741-5971
Michael.t.Neely@tn.gov

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:

Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities and small businesses as well as general, public information

relating to this ITB (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--godbe-general-contacts.html> for contact information); and

The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and associated federal regulations:

Helen Crowley
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102
615-741-1035
Helen.Crowley@tn.gov

- 3.9. **Responses Submitted by Mail.** If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.

- 3.10. **Models Included in Response.** All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.
- 3.11. **Respondent Certification.** By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.
- 3.12. **Exceptions or New Terms or Conditions.** Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.

- 3.13. **Conflict of Interest.** The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this ITB:
- a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.14. **Specifications Govern.** Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.
- 3.15. **Firm Offer.** The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.
- 3.16. **F.O.B. Destination.** Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.
- 3.17. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.
- 3.18. **Prompt Pay Discount.** Any prompt pay discounts offered by respondents shall be extended to all authorized users of the contract.
- 3.19. **Fixed Discount or Surcharge.** The percent discount or surcharge per line item must be fixed for the contract's term.
- 3.20. **On-site Inspection.** All respondents should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances. No allowances will be made by the State for errors in quotations due to any respondent not visiting the site prior to submitting their response. Respondents shall be responsible for their own measurements.

- 3.21. **Authorized Service Centers.** Respondents must include a list of all authorized factory service centers in their responses.
- 3.22. **Tennessee Contractor License.** Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, *et seq.* in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.
- 3.23. **Department of Revenue Registration.** Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/#1>
- 3.24. **Prohibition of Illegal Immigrants.** Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to the State.
- 3.25. **Inspection of Procurement File.** All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.
- 3.26. **Protest by Respondent.** Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: <https://www.tn.gov/generalservices/procurement.html>. If a written protest and a protest bond are not received by the end of the seven-day period to protest then the Solicitation Coordinator will proceed with the contract award.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>

directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ☐ Yes ☐ No		
If yes, which designation does the Respondent qualify? ☐ MBE ☐ WBE ☐ DSBE ☐ SDVBE ☐ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____

Date: _____

Printed Name and Title of Signatory _____



Statewide Contract # SWC209 Vehicles

4. SCOPE:

- 4.1. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

4.2. Warranty Clauses:

- 4.2.1. **Warranty.** The Standard Manufacturer Warranty shall apply to all models. A properly executed warranty must be delivered with the equipment. The warranty shall not become effective until the unit is delivered. The warranty shall not be affected by any aftermarket equipment installed on the delivered equipment, including paint. For warranty of aftermarket equipment and/or paint, Dealer may utilize a third party warranty to meet this requirement. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract..

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- 4.2.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in

conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

- 4.3. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

5. TERM OF CONTRACT:

- 5.1. **Term of Contract.** This Contract shall be effective on October 01, 2021 ("Effective Date") and extend for a period of twenty four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- 5.2. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

6. PAYMENT TERMS AND CONDITIONS:

- 6.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty three million dollars (\$33,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- 6.2. **Compensation Firm.** The prices identified in this Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- 6.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 6.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting

documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

1. Invoice number (assigned by the Contractor);
2. Invoice date;
3. Contract number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. Total amount due for the invoice period.

b) Contractor's invoices shall:

1. Only include charges for goods delivered or services provided as described in this Contract and in accordance with payment terms and conditions set forth in this Contract;
2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
3. Not include a line item for Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
4. Include shipping or delivery charges only as authorized in this Contract.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

6.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

6.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.

6.7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the

Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

6.8. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

7. MANDATORY TERMS AND CONDITIONS:

- 7.1. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.
- 7.2. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.
- 7.3. **Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within two hundred ten (210) days after receipt of a purchase order. All quotations shall be F.O.B. destination.
- 7.4. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

- 7.5. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

Contractor
Contractor's Contact Name & Title
Address
Email Address
Telephone Number

State of Tennessee:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-741-5971
Michael.t.Neely@tn.gov

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

- 7.6. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.
- 7.7. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- 7.8. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of

any liability to the State for any damages or claims arising under this Contract.

7.9. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

7.10. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

7.11. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

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

7.13. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
2. Layoff or termination;
3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

7.14. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html>, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the

federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- 7.15. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 7.16. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 7.17. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- 7.18. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- 7.19. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.
- 7.20. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- 7.21. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract

(including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

7.22. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

7.23. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

7.24. **Statewide Contract Reports.** All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a) **Quarterly Reports:** Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit

entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency, Other Governmental Body or not-for-profit entity
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b) **Diversity Business and Subcontractor Usage Reports:** The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.
- c) **Custom Reports:** When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

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

- a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the

Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 7.26. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 7.27. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- 7.28. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 7.29. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- 7.30. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- 7.31. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.
- 7.32. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- 7.33. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

7.34. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

7.35. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a) any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b) this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
- c) any clarifications of or addenda to the Contractor's response seeking this Contract;
- d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;
- e) any technical specifications provided to respondents during the procurement process to award this Contract; and,
- f) the Contractor's response seeking this Contract.

7.36. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

7.37. Insurance Requirements:

7.37.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/14/22 06:00 PM

Department: Finance

Category: Presentation

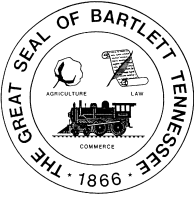
Prepared By: Dick Phebus

Department Head: Dick Phebus

Property, general liability, auto, workers' compensation, and other insurance renewals.

The city received property, general liability, auto, and workers' compensation insurance renewal quotes from Public Entity Partners. Bartlett School Board has elected to renew its general liability insurance separately. Property and workers' compensation insurance are quoted with combined city and school annual premiums as detailed in June 14, 2022 memorandum attached.

Thank you for your consideration of this insurance coverage renewal for fiscal year 2023.



City of Bartlett

A. Keith McDonald, Mayor

FINANCE DEPARTMENT MEMORANDUM

DATE: June 14, 2022
TO: Mayor and Board of Aldermen
FROM: Dick Phebus
RE: Property, Liability, Auto, and Other General Insurance renewals

We have received our Property, General Liability, Auto, and other insurance renewal quotes for the 2023 fiscal year. Here is a summary of the various coverages:

	Fiscal 2020	Fiscal 2021	Fiscal 2022	Fiscal 2023
Gen. Liability, Law Enforcement, E & O, Auto Liability, Auto Physical Damage	City \$456,890	City \$383,849	City \$440,445	City \$422,141
Building & Property, EDP, Mobile Equip., Employee Dishonesty, Automatic Coverages	City \$176,582 Schools \$287,997 Total \$464,579	City \$217,160 Schools \$314,891 Total \$532,051	City \$247,138 Schools \$359,371 Total \$606,509	City \$228,441 Schools \$321,433 Total \$549,874
Workers' Comp.	City \$650,264 Schools 104,647 Total \$774,911	City \$544,523 Schools 74,542 Total \$619,065	City \$547,992 Schools \$ 72,520 Total \$670,512	City \$635,606 Schools \$101,339 Total \$736,945

Notes:

- Bartlett City Schools has elected to renew their general liability policy separately in FY2023. They will reimburse the City of Bartlett for their share of the building and property premiums and workers' compensation premiums as shown in premium breakdown in Fiscal 2023 column in table above.
- Total Earthquake coverage is \$10 million. (*premium included in automatic coverages with Public Entity Partners*)
- Workers' Comp base rate decrease of 9.5%. Our experience modifier increased from .851 to .867. Payroll increase over \$5.5 million.
- Decrease to General Liability base rate of 6.0%; increase in Building & Property premium due to 4% value increase due to inflation and increased exposures.
- General liability premium includes coverage for *Ransomware, Social Engineering, and Data Restoration Expense*.
- All rates and premiums are net of Public Entity Partners member dividends of \$246,101 (an increase of \$19,692 from prior year) as follows:

○ Gen. Liability	\$ 69,841
○ Buildings & Property	\$ 39,823
○ Work Comp	\$136,437

After carefully reviewing all rates, it is our recommendation that we continue coverage with Public Entity Partners and renew our insurance coverages shown in the table for fiscal year 2023.

Thank you for your consideration of this item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3150)

Meeting: 06/14/22 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 3150

Resolution 13-22, a resolution to establish the Mayor's salary and vehicle stipend for the four-year period beginning January 1, 2023.

WHEREAS, Article XI, Section 9 of the Tennessee Constitution prohibits "altering the salary prior to the end of the term for which such public officer was selected," and

WHEREAS, the City of Bartlett has a policy of establishing the salaries of elected officials in the year of a mayoral election, and

WHEREAS, a mayoral election will be held in November 2022, and it is in the public interest that salaries for the term of offices up for election to be known prior to the election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1.

The following salary schedule is hereby established for the elected position of Mayor of the City of Bartlett:

Effective January 1, 2023, \$105,000 per year

Effective January 1, 2024, \$105,000 per year

Effective January 1, 2025, \$105,000 per year

Effective January 1, 2026, \$105,000 per year

SECTION 2.

A. Throughout the term beginning January 1, 2023, the Mayor agrees to use his personal vehicle for required travel and local trips necessary in carrying out his job duties. In consideration of the use of his personal vehicle, the City will reimburse auto expenses at a flat rate of \$500.00 (Five Hundred Dollars) per month. In addition to the monthly auto reimbursement, the City will reimburse fuel expenses

- for trips extending beyond a 50 mile radius of the Mayor's home or office.
- B. The Mayor understands and agrees that proceeds received under this provision may be subject to Federal taxes which will be withheld in accordance with prevailing tax laws.
- C. The Mayor agrees to maintain liability insurance equal to or greater than \$100,000 (One Hundred Thousand Dollars) per person, \$300,000 (Three Hundred Thousand Dollars) per accident, and \$100,000 (One Hundred Thousand Dollars) property damage.

ADOPTED THIS 14TH DAY OF JUNE 2022.

W. C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3151)

Meeting: 06/14/22 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 3151

Resolution 14-22, a resolution to establish the salaries of Aldermen in the City of Bartlett beginning January 1, 2023.

WHEREAS, Article XI, Section 9 of the Tennessee Constitution prohibits “altering the salary prior to the end of the term for which such public officer was selected,” and

WHEREAS, the City of Bartlett has a policy of establishing the salaries of elected officials in the year of a mayoral election, and

WHEREAS, a mayoral election and elections of Aldermen Positions 1, 2, and 3 will be held in November 2022, and it is in the public interest that salaries for the term of offices up for election to be known prior to the election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The following salaries are hereby established for the Aldermen in Positions 1 through 6:

Effective January 1, 2023 - \$12,000 per year

Effective January 1, 2024 -\$12,000 per year

Effective January 1, 2025 -\$12,000 per year

Effective January 1, 2026 -\$12,000 per year

ADOPTED THIS 14TH DAY OF JUNE 2022.

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3152)

Meeting: 06/14/22 06:00 PM

Department: Administration

Category: Agreement

Prepared By: Penny Medlock

Initiator: David Parsons

Sponsors:

DOC ID: 3152

Resolution 15-22, a resolution recommending and encouraging homeowner and property owner associations review covenants, bylaws, and regulations regarding rental and lease properties and neighborhoods without a present property owners association actively participate in and establish neighborhood associations and/or property owners associations that can establish rules, regulations, conditions, and standards for maintaining and ensuring the quality of neighborhoods and the use and occupancy of properties within such neighborhoods.

WHEREAS, the Bartlett Board of Mayor and Aldermen believes that it is in the best interest of the City of Bartlett and the citizens, communities, and neighborhoods of the City of Bartlett that residences and residential properties be owner-occupied; and

WHEREAS, the Bartlett Board of Mayor and Aldermen recognizes that there has been a substantial increase in demand for residential properties in the City of Bartlett and in the surrounding metropolitan area that has attracted real estate investors interested in purchasing investment properties to convert such residential properties to lease or rental investment properties; and

WHEREAS, the Bartlett Board of Mayor and Aldermen recognizes that the citizens and neighborhoods of the City of Bartlett have an interest in preserving the quality of neighborhoods and the residential communities of the City of Bartlett and in preserving or establishing rules, regulations, or conditions for the maintenance, upkeep, and use of such communities and neighborhoods; and

WHEREAS, the Bartlett Board of Mayor and Aldermen desires to encourage and emphasize that homeowner associations and property owners associations should review their covenants, bylaws, rules, and regulations regarding their respective associations and the properties within their respective associations and community and ensure that their covenants, bylaws, rules, and regulations provide for the necessary rules and regulations for their associations and the related community and neighborhoods, including residential properties being owner-occupied and not converted to rental or lease properties for some business or commercial purpose; and

WHEREAS, the Bartlett Board of Mayor and Aldermen desires to encourage neighborhoods and communities without a present property owners association to review their neighborhoods and communities and to actively participate in and establish neighborhood associations and/or property owners associations that can establish rules, regulations, conditions, and standards for maintaining and ensuring the quality of

neighborhoods and the use and occupancy of properties within such neighborhoods.

NOW, THEREFORE, the Bartlett Board of Mayor and Aldermen hereby adopts and approves the following resolution:

RESOLVED, that the Bartlett Board of Mayor and Aldermen hereby recommends and encourages:

1. That each homeowners association and property owners association review their covenants, bylaws, rules, and regulations regarding their respective associations and the properties within their respective associations and community and ensure that their covenants, bylaws, rules, and regulations provide for the necessary rules and regulations for their association and the related community and neighborhoods, including residential properties being owner-occupied and not converted to rental or lease properties for some business or commercial purpose; and
2. That neighborhoods and communities without a present property owners association review their neighborhoods and communities and actively participate in and establish neighborhood associations and/or property owners associations that can establish rules, regulations, conditions, and standards for maintaining and ensuring the quality of neighborhoods and the use and occupancy of properties within such neighborhoods.

ADOPTED this day of June 14, 2022.

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3146)

Meeting: 06/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3146

Resolution 16-22, a resolution to amend the Fiscal Year 2022 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 9-6, has approved a budget amendment on May 26, 2022, which increases its Education Capital Projects Fund expenditures by \$40,000. Funds were provided for Education Capital Projects Fund expenditures from fund balance transfer from General Purpose School Fund; and

WHEREAS, resolution 9-6 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendments to the FY2022 General Purpose School Fund and Education Capital Projects Fund of the Bartlett City Board of Education are approved.

Adopted this day of June 14, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 9-6

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2021-2022 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the General Purpose Fund Budget and the Education Capital Projects Fund Budgets for the 2021-2022 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts:

2021-22 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$37,203,694.17
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$37,203,694.17 to \$37,163,694.17	(\$40,000)
Amended General Purpose Fund Balance	\$37,163,694.17
2021-22 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES	\$23,311,198.34
Revenues are amended in the following categories:	
177-49800-00000-000-0000-5490 Education Capital Projects-Transfer in from General Fund – Freeman Park Concessions Building is amended from \$0,000 to \$40,000	\$40,000
Amended 2021-22 Education Capital Projects Fund Budget Revenues	\$23,351,198.34
2021-22 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES	\$23,311,198.34
Expenditures are amended in the following categories:	

177-91300-72400-000-0000-5490 Education Capital Projects-Site Development-Freeman Park Concessions Building (fence) is amended from \$0,000 to \$40,000	\$40,000
Amended 2021-22 Education Capital Projects Fund Budget Expenditures	\$23,351,198.34

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective Thursday May 26, 2022 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of May, 2022.

D. Bryan Woodruff, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: June 14, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to pass General Purpose School amendment 9-6.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve the resolution amending the General Purpose School Fund and Education Capital Projects Fund as presented in School Board resolution 9-6 adopted on May 26, 2022.

BACKGROUND: The Bartlett City School Board passed an amendment to its General Purpose School Fund and the Education Capital Projects Fund. The amendment transfers \$40,000 from General Purpose School Fund Balance to its Education Capital Projects Fund. This is for the purpose of construction of a concessions building at A.J. Freeman Park.

DISCUSSION: Details of the Bartlett City Schools amendment 9-6 follows:

- Transfer of \$40,000 from General Purpose School Fund to Education Capital Projects Fund will be used for \$40,000 construction of concessions building at A.J. Freeman Park.

BUDGET IMPACT: Approval of the Bartlett City Board of Education amendment 9-6 provides necessary resources for needed expenditures as approved by the BOE.

PROPOSED MOTION: To approve resolution as presented amending the BOE FY2022 budget.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3145)

Meeting: 06/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3145

Resolution 17-22, a resolution to amend the Fiscal Year 2022 General Fund Budget to appropriate \$93,600 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2021 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$93,600 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2022 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2022 General Fund budget is amended to appropriate \$93,600 in revenues and expenditures for the 2021 Peace Officer Supplement Pay for police personnel.

Adopted this day of June 14, 2022

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3154)

Meeting: 06/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3154

Resolution 18-22, a resolution to amend the FY2022 and FY2023 General Fund budgets to recognize projected Use of Fund Balance; to appropriate additional General Fund Expenditures for Police Salaries, and to transfer \$300,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police Equipment.

WHEREAS, the safety and wellbeing of all students enrolled in the Bartlett City School System is of the utmost importance and concern of the Bartlett City Board of Education, the Bartlett City Board of Mayor and Aldermen, and the citizens of Bartlett; and

WHEREAS, essential policies to enhance the safety operations and provide safeguards at each separate elementary, middle and high school require Bartlett Police Department personnel stationed at each school; and

WHEREAS, the Bartlett Police Department has determined personnel costs, including salaries, vehicles, equipment and accessories necessary to provide secure coverage at each school; and

WHEREAS, the Bartlett City Board of Mayor and Aldermen wish to provide adequate resources for this additional cost of personnel and equipment, recognizing the lead time necessary to acquire these services and equipment prior to school opening in August 2022;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund FY2022 budget is amended by transferring \$300,000 in General Fund balance to the CIP fund for purchase of police vehicles and equipment.

BE IT FURTHER RESOLVED By the Board of Mayor and Aldermen, that the FY2023 General Fund budget adopted on final reading on May 24, 2022, is amended to appropriate a use of fund balance for necessary salaries and benefits for additional police officers. General Ledger account descriptions to be amended are summarized in the table below.

Accounts	Description	Amount
110.30000.36990	Use of Fund Balance FY2022	\$ 300,000
110.30000.36990	Use of Fund Balance FY2023	\$ 750,000
110.42100	Operating Expenditures FY2023	\$ 750,000
110.46000.999	Transfers to CIP Fund FY2022	\$ 300,000

Adopted this day of June 14, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

School Resource Officer Expansion Cost

Employee Wages Breakdown		
Salary	Positions	Employee Wages Sub-Total
\$ 53,836.00	6	\$ 323,016.00
\$ 73,706.00	1	\$ 73,706.00
Total Employee Wages		\$ 396,722.00

Fringe Benefits		
Single Officers	Positions	Fringe Benefits Sub-Total
\$ 31,659.00	6	\$ 189,954.00
\$ 39,454.00	1	\$ 39,454.00
Total Fringe Benefits		\$ 229,408.00

Other Salaries		
Category	Avg Per Officer	Total Officer Breakdown
Overtime	\$ 2,623.14	\$ 18,361.98
Holiday Pay	\$ 2,564.00	\$ 17,948.00
Bonus	\$ 83.00	\$ 581.00
Total Other Salaries Cost		\$ 36,890.98

Academy Training & Travel		
Category	Single Officer	Total Officer Breakdown
TLETA	\$ 3,300.00	\$ 23,100.00
Per Diem	\$ 600.00	\$ 4,200.00
Fuel	\$ 600.00	\$ 4,200.00
Total Academy Training & Travel Cost		\$ 31,500.00

Personal Equipment		
Category	Single Officer	Total Officer Breakdown
Uniforms	\$ 2,200.00	\$ 15,400.00
Vest	\$ 750.00	\$ 5,250.00
Firearms	\$ 2,850.00	\$ 19,950.00
Radio	\$ 1,900.00	\$ 13,300.00
BWC	\$ 1,000.00	\$ 7,000.00
Total Personal Equipment Cost		\$ 60,900.00

Vehicles & Equipment		
Category	Single Vehicle	Total Vehicle Breakdown
Vehicles	\$ 29,412.00	\$ 205,884.00
Emerg Equipment	\$ 5,472.00	\$ 38,304.00
In-Car Radio	\$ 1,939.00	\$ 13,573.00
Graphics	\$ 1,500.00	\$ 10,500.00
Electronic Equip	\$ 3,800.00	\$ 26,600.00
Total Vehicle & Equipment Cost		\$ 294,861.00

Project Description

To expand the City of Bartlett's existing complement of School Resource Officers (SROs), the department would need to hire six (6) new police officers and promote one (1) Lieutenant. These additions would allow the department to assign SROs to the following Bartlett City Schools: Altruria Elementary, Bartlett Elementary, Bon Lin Elementary, Ellendale Elementary, Oak Elementary, and Rivercrest Elementary. Moreover, the additional supervisor would specifically oversee the School Resource Program, which would take our existing complement of five (5) SROs to eleven (11). Currently, these duties are managed by one (1) Lieutenant who supervises eight (8) traffic officers, five (5) building security personnel, and those five (5) SROs mentioned above.

The provided cost breakdown accounts only for those officers required to attend the Basic Law Enforcement Academy and could be reduced by adding POST-certified officers. In addition, the proposed vehicles would be outfitted as supervisor cars to condense costs further. A thorough breakdown of those costs is outlined in the provided tables.

Total Cost: \$ 1,050,281.98

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: June 14, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to amend General Fund FY2022 and FY2023 budget.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve a resolution amending the General Fund FY2022 and FY2023 budgets.

BACKGROUND: The Bartlett City School Board requests additional School Resource Officers to provide security at various school buildings within the school district. The amendment transfers \$300,000 from General Fund fund balance to its Capital Improvements Projects Fund. This is for the purpose of purchase of vehicles and equipment for the officers and amends the FY2022 General Fund budget. This resolution further amends the FY2023 General Fund budget to increase police salaries, benefits, training, and personal equipment required to hire seven additional officers for this activity. FY2023 General Fund budget is increased \$750,000, using fund balance reserves.

DISCUSSION: Details of the Bartlett General Fund amendment follows:

- Current FY2022 transfer of \$300,000 from General Fund to Capital Improvement Projects Fund will be used for purchase of police vehicles and equipment. FY2023 General Fund amendment will increase police expenditures by \$750,000 for the purpose of hiring and equipping seven (7) additional police officers for SRO expansion.

BUDGET IMPACT: Approval of the resolution requires use of General Fund fund balance in both FY2022 and FY2023. Current projections of FY2022 General Fund operations indicate sufficient resources to provide the \$300,000 transfer to the CIP Fund for vehicles and equipment. The FY2023 amendment does require a budgeted use of fund balance in the General Fund. While this will be a recurring expenditure in future years, the administration strongly approves this amendment which will provide additional security measures at Bartlett city school buildings.

PROPOSED MOTION: To approve resolution as presented amending the General Fund FY2023 and FY2023 budgets.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/14/22 06:00 PM
Department: Administration
Category: Presentation
Prepared By: Penny Medlock
Department Head: Emily Elliott

Announcement of Resignation.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3149)

Meeting: 06/14/22 06:00 PM

Department: Administration

Category: Agreement

Prepared By: Penny Medlock

Initiator: Mark Brown

Sponsors:

DOC ID: 3149

Resolution 19-22, a resolution to accept the resignation of Alderman Emily Elliott and declare vacant Position 2 on the Board of Mayor and Aldermen.

WHEREAS, Article III, Section 7 of the City of Bartlett's private act charter stipulates that a vacancy shall exist on the Board of Mayor and Aldermen if the mayor or an alderman resigns, or moves his residency from the city; and

WHEREAS, Alderman Emily Elliott has advised the Board of Mayor and Alderman that she is moving her residency from the City of Bartlett, Tennessee; and

WHEREAS, the City of Bartlett Board of Mayor and Alderman respectfully wishes to accept the resignation submitted by Alderman Elliott; and

WHEREAS, Article III, Section 7 of the City of Bartlett's private act charter stipulates the declaration of a vacancy, as defined herein, in the office of mayor or in the office of alderman may be made by motion of any member of the board at any meeting thereof; and

WHEREAS, such vacancy shall be deemed to have occurred upon the passage of such motion by the board; and,

WHEREAS, Article III, Section 7 (c) stipulates within thirty days after a vacancy occurs in the office Alderman, the Board shall appoint to such office a citizen, who would be eligible for election thereto, to serve the office of Alderman until the next regular November General Election, at which time an election will be held to fill the remainder of the unexpired term;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that:

- I. The resignation of Alderman Emily Elliott is hereby accepted.

- 2. The Board of Mayor and Alderman hereby declare the Aldermanic Position 2 seat to be vacant.**

ADOPTED THIS 14TH DAY OF JUNE 2022.

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/14/22 06:00 PM

Department: Board of Mayor and Aldermen

Category: Presentation

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Recognition in Honor of Alderman Emily Elliott.