



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, APRIL 12, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, April 14 at 6 p.m.

Historic Preservation Commission, April 18 at 7 p.m.

Bartlett Arts Council, April 19 at 6 p.m.

BPACC Advisory Board, April 19 at 6 p.m.

Design Review Commission, April 19 at 6:30 p.m.

Board of Zoning Appeals, April 21 at 6:30 p.m.

RECOGNITIONS

Blue and Green Day Mid-South Recognition

Official Business of the Day

Announcement of emergency pipe purchase on Old Brownsville Road from Core & Main for \$31,426.55.

MINUTES ACCEPTANCE

Minutes of the March 22, 2022 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Special event permit for Faith Family Fireworks. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, July 3 from 4:30 p.m. to 10 p.m. at 8300 Highway 70.
Rain date for this event will be Wednesday, July 6.

2 Force main relocation on Old Brownsville Road. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from ENSCOR, LLC in the amount of \$95,247.00, plus a contingency of \$10,000.00 for a total cost of \$105,247.00. Funds are available in Account 510.51000.945.

NEW BUSINESS

1 Appoint Jason Sykes to the Family Assistance Commission. (A. Keith McDonald, Mayor)

2 Resolution 07-22, a resolution to amend the FY2022 Drug Enforcement Fund budget to provide funds for police vehicles. (Dick Phebus, Director of Finance)

3 Purchase of three 2022 Dodge Durango Police Vehicles. (Jeff Cox, Police Chief)

Request to purchase three 2022 Dodge Durango police vehicles from Columbia Chrysler Dodge Jeep Ram for \$33,483 per vehicle, a total cost of \$100,449.00. These vehicles will be purchased using the State of Tennessee Vehicle Contract SWC #209. Funds are available in Account 124.48124.935.

4 Resolution 08-22, a resolution to amend the FY2022 General Fund budget to recognize projected increases in General Fund Revenues; Use of Fund Balance; to appropriate additional General Fund Expenditures, and to transfer \$1,081,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police, Public Works, and Parks Equipment. (Dick Phebus, Director of Finance)

5 Purchase one T66 T4 Bobcat Compact Track Loader. (Shan Criswell, Director of Parks and Recreation)

Request authorization to purchase one T66 T4 Bobcat Compact Track Loader from Williams Equipment and Supply as a single source purchase at a total cost of \$68,042.68. Funds are available in Account 11044300.939.

6 Purchase 80 wireless routers for Police and Fire emergency vehicles. (Jeff Cox, Police Chief)

Request authorization to purchase 80 wireless routers and multi-function antennas that are required in order to support the City's forthcoming Computer Aided Dispatch (CAD) and Records Management System (RMS) upgrade. These devices will be installed

in emergency vehicles to allow for use of mobile digital computers (MDT's). They will provide gigabit-class LTE connectivity as well as Ethernet and Wi-Fi capabilities.

This purchase will be made at the State of Tennessee contracted price of \$851 per unit from AT&T/FirstNet, the State contracted vendor. The total cost for this purchase is \$68,080.00.

The funds are available in Account 311.48311.785.20322.

7 Request to purchase 40 Sig Sauer M400 rifles and accessories. (Jeff Cox, Police Chief)

Request to purchase 40 Sig Sauer M400 rifles with the associated optics and stream lights from Accurate Law Enforcement, Tennessee's single source vendor for Sig Sauer products and accessories for law enforcement. The price for each rifle and accessory set is \$1,332.06 for a total cost of \$53,282.40. The funds are available in account 110.42100.939.

8 Purchase seven in-car video cameras. (Jeff Cox, Police Chief)

Request authorization to purchase seven Watchguard in-car video cameras from Watchguard at a total cost of \$44,310.00. Watchguard is a single-source provider.

Funds for this purchase are subject to Board of Mayor and Aldermen approval of the proposed Capital Improvements Funds transfer. Upon approval, funds will be available in Account 311.48311.785.

9 Purchase of seven 2022 Dodge Charger Police Pursuit Vehicles. (Jeff Cox, Police Chief)

Request to purchase seven 2022 Dodge Charger police pursuit vehicles from Columbia Chrysler Dodge Jeep Ram for \$29,412.00 per vehicle, a total cost of \$205,884.00. These vehicles will be purchased using the State of Tennessee Vehicle Contract SWC #209.

Funds for this purchase are subject to Board of Mayor and Aldermen approval of the proposed Capital Improvements Funds transfer. Upon approval, funds will be available in Account 311.48311.785.

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MARCH 22, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, 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 Larry Turner, Harmony Church

FUTURE MEETINGS

Family Assistance Commission, April 4 at 6 p.m.

Planning Commission, April 4 at 7 p.m.

Beer Board, April 5 at 6 p.m. (canceled)

Bartlett Station Commission, April 6 at 7:30 a.m.

City Beautiful Commission, April 7 at 6:30 p.m.

RECOGNITIONS

Government Finance Officers Association Distinguished Budget Presentation Award (Dick Phebus)

Mayor McDonald presented Director of Finance Dick Phebus with the Government Finance Officers Association's Distinguished Budget Presentation Award for 2021.

2021 Employees of the Year (Ted Archdeacon)

Personnel Director Ted Archdeacon announced 2021 Employee of the Year:

Public Works Department - Marquist Moore

Personnel Department - Natalie Payne

Fire Department - Jeremy Upchurch

Parks and Recreation Department - Mark Patterson

Police Department - Jana Erb

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

Minutes Acceptance: Minutes of Mar 22, 2022 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE

Minutes of the March 8, 2022 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

- 1 Special event permit for 2022 National Police Week 5K Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, May 7 from 8 a.m. to 1 p.m. at Appling Lake First Responder Monument.
- 2 Ninth year renewal of water tank maintenance project (10 Years). (Rick McClanahan, Director of Engineering)**
In 2013, the bid for water tank maintenance from Utility Service Company (Suez) was accepted. The project bid in 2013 was for maintenance during a 10 year period. Please award year nine of the project for a total amount of \$396,667.29. Funds are available in Account 510.51200.945.
- 3 Treasurer's Report for February 2022. (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$87,957,409
Year-to-date Expenditures	\$67,513,883
Budgeted Revenues	\$87,957,409
Year-to-date Revenues	\$71,505,373

NEW BUSINESS

- 1 Survey and engineering design services for pond grading and erosion repairs at Stoneridge Park Lake in the amount of \$38,000.00. (Shan Criswell, Director of Parks and Recreation)**
Recommend approving the Allen and Hoshall proposal in the amount of \$38,000.00. Funds are available in Account 311.48311.780.51422.

Director of Parks and Recreation Shan Criswell made a presentation of the erosion at Stoneridge Park Lake. Vice Mayor Young asked if the runoff to the lake had increased. Director of Engineering Rick McClanahan explained that the lake is a detention pond and does receive runoff from the surrounding area and must be maintained. Water runoff is increased by more rooftops and less vegetation. Both Aldermen Elliott and Pleasant commented on the erosion and surrounding ponds and lakes. Alderman Parson inquired to the Red West pond. Mr. McClanahan stated that pond was on private property and is the responsibility of owners and Home Owner Associations to maintain bodies of water on private lands.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

OPEN DISCUSSION

Alderman Simmons asked the number of crossing guards currently employed by the City. Chief of Police Jeff Cox stated that the police department has 30 budgeted positions and currently employ 26. Both Mayor McDonald and Chief Cox commented that crossing guard positions have never been a full complement due to the nature of the job.

ADJOURNMENT

Meeting adjourned at 6:26 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Mar 22, 2022 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Faith Family Fireworks.



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



8300 Hwy 70
Address
38002
Zip Code
Sunday July 3, 2022
Dates of the Event
4:30 / 10:00
Hours of the Event
Public Attraction - Fireworks
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Faith Baptist Church
Property Owner
Buckhead Creek Recreation
Special Event Permit Applicant
8300 Hwy 70
Address of Applicant
901-213-2933
Phone Number
Shannonbuckhead@gmail.com
E-Mail

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$64.00 Total Permit Fee

Shannon Gregg
Responsible Person

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.

Attachment: 8300 HWY 70-FAITH FAMILY FIREWORKS-2022 (3106 : Faith Family Fireworks)

Special Event Checklist

Event: Faith Baptist Church "Faith Family Fireworks"
 Location: Buck Head Creek 8300 Hwy 70
 Dates: July 3, Sunday, 2022 / Rain Make up wednesday 6, 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 1 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		✓		<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				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	NA		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	✓		Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	
24	✓		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25	✓		Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26	✓		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.	We have our own Security
27	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	Two Bartlett Cops
28	✓		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	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34	✓			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	✓			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	✓			Location and number of proposed temporary public toilets.	
37	✓			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	✓			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	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	✓		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		✓	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	✓		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	✓		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	✓		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	✓		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



MELVIN BURGESS

Assessor of Property

Shelby County, TN

[Property Search](#)[Property Details](#)[Maps](#)

Property

[Property Address](#)

HWY 70

[Parcel ID](#)

B0149 00980

[Owner Name](#)

FAITH BAPTIST CHURCH OF BARTLETT

[2019 Appraised Value](#)

\$390,600

[Property/Assessment Details](#)[Click Here](#)[Deed Information](#)[Click Here](#)[County Tax](#)[Click Here](#)

Layers

[Search Property Sales](#)

Attachment: 8300 HWY 70-FAITH FAMILY FIREWORKS-2022 (3106 : Faith Family Fireworks)

MELVIN BURGESS, ASSESSOR OF PROPERTY
Hosted by GEOGRAPHIC INFORMATION SYSTEMS



CERTIFICATE OF LIABILITY INSURANCE

5.1.a

DATE (MM/DD/YYYY)

03/22/2022

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 901-867-7171 901-867-7878 Corporate Insurance Group LLC 5674 CLEAVES DR SUITE 102 Ken Brady Arlington, TN 38002		CONTACT NAME: Corporate Insurance Group LLC PHONE (A/C, No, Ext): 901-867-7171 FAX (A/C, No): 901-867-7878 E-MAIL ADDRESS: ken@callcig.com	
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38134		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: ClearPath Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	☒		PHPK2364191	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Abuse & Molestation \$ Included
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2364191	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$	☒		PHUB798317	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	00178890	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Faith Family Fireworks is a named insured.

Upcoming event is to be held at Buckhead Creek Hwy 70 Arlington TN on Sunday July 3, 2022 (rain date Wednesday July 6, 2022)

CERTIFICATE HOLDER

City of Bartlett
 Office of Code Enforcement
 Bartlett TN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ken Brady



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 04/12/22 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Force main relocation on Old Brownsville Road.

The Force Main Relocation project on Old Brownsville Road was advertised in *The Daily News* on March 11, 2022. The contractors that obtained bid documents are as follows:

Delgado General Corp.
ENSCOR, LLC
White Construction & Associates, Inc.

On March 24, 2022, we received two bids for the force main relocation on Old Brownsville which were opened at City Hall.

Based on the bid prices submitted, the Engineering Department recommends awarding this contract to ENSCOR, LLC with the bid amount of \$95,247.00, plus a contingency of \$10,000.00 for a total cost of \$105,247.00.

Bidder	Total Base Bid
ENSCOR, LLC	\$ 95,247.00
White Construction & Associates, Inc	\$138,726.25

ENSCOR, LLC has performed work for the City of Bartlett on other projects.

Funds are available in Account 510.51000.945.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Jason Sykes to the Family Assistance Commission.

Jason Sykes will complete Paul Foree's term. The term will expire December 31, 2022.

FAMILY ASSISTANCE COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Sykes, Jason	12/31/2022	New Appointment (replacing Paul Foree)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3107)

Meeting: 04/12/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3107

Resolution 07-22, a resolution to amend the FY2022 Drug Enforcement Fund budget to provide funds for police vehicles.

WHEREAS, the City of Bartlett Drug Enforcement Fund has need for additional vehicles for drug fund operations in the police department; and

WHEREAS, the City of Bartlett Drug Enforcement Fund has sufficient fund balance to purchase these vehicles in the current FY22 year budget; and

WHEREAS, it is prudent to purchases these vehicles now using State of Tennessee state contract pricing rather than delaying this purchase to the next fiscal year budget

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett Drug Enforcement Fund FY2022 budget is amended to increase capital expenditures for vehicles and increase use of fund balance. General Leger accounts to be amended are shown in the table below.

Account	Description	Amount
124.48124.935	Vehicles	\$120,000
124.30000.36990	Use of Fund Balance	\$120,000

Adopted this day of April 12, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: April 12, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to amend Drug Enforcement Fund budget for FY22 to provide funds for police vehicles.

INTRODUCTION: The purpose of this agenda item is to request the Board of Mayor and Aldermen to amend the FY2022 Drug Enforcement Fund budget to provide funds for purchase of three (3) supervisor vehicles for estimated \$40,000 each.

BACKGROUND: The Board of Mayor and Aldermen approved the FY2022 Drug Enforcement Fund budget to include four (4) patrol cars for an estimated \$180,000. Additional vehicles are available now through the State of Tennessee contract with Columbia CDJR. Lead time on other vehicles are typically 8 months or more due to computer chip shortage from overseas.

DISCUSSION: A budget amendment now in the Drug Enforcement Fund allows the police department to purchase needed vehicles in the current fiscal year. A delay in approving these funds to the FY2023 budget year would likely delay delivery to calendar 2023.

BUDGET IMPACT: This amendment only applies to the Drug Enforcement Fund. Increasing the line item for vehicles will require a use of fund balance in the Drug Enforcement Fund and will not affect other funds. There are sufficient reserves in this fund to support this amendment.

PROPOSED MOTION: To approve the resolution to amend the Drug Enforcement Fund by increasing the vehicle line item by \$120,000. Source of funds will be the use of fund balance in the Drug Enforcement Fund.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase of three 2022 Dodge Durango Police Vehicles.



BARTLETT POLICE DEPARTMENT PATROL DIVISION

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



Chief Cox,

The Patrol Division respectfully request to purchase (3) 2022 Dodge Durango Police Vehicles. Because of a recent budget amendment, these items have been allocated in our current fiscal year. Funds for this purchase are available in Account # 12448124.935.

Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to the global supply chain issues, the vast majority of dealers are unable to fulfil this purchase. In addition, vendors who may have this type of vehicle in stock are requiring a sale price of equal too or higher than the manufacturer's suggest retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply 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 provided the state contracted price of \$33,483 per vehicle. Columbia CDJR has these vehicles in stock and they are available for immediate delivery. The total cost for this purchase is \$100,449.

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

Respectfully,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

Attachment: 3 DODGE DURANGO POLICE VEHS PURCHASE (3109 : Police Drug Fund Vehicle Purchase, State Contract)



WWW.CDJRCOLUMBIA.COM

865-719-0014

106 S. James Campbell, Columbia, TN 38401

Quote RAMQ4399

Prepared For:

Bartlett Police Department
Chris Golden
Phone: (901) 385-5539
3730 Appling Road
Bartlett, TN 38133
cgolden@bartlettspolice.org

Prepared By:

Russell Alan Moles
Regional Fleet Sales Manager
Phone: 865-719-0014
Fax: 865-684-4911
Email: rmoles@cdjrcolumbia.com



Below is the interactive version of the quote, you can choose options and see the quote totals. If you make modifications they will not be reflected in the attached PDF. Please Request an Updated PDF if required.

Please note that pricing is valid for current model year production only. Any Equipment & Installation not directly produced in vehicle by Fiat-Chrysler Automobile are installed at customer request and for the convenience of the customer. These Items are covered and guaranteed by the respective manufacturer and installer, not by TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat please contact 3rd party installer directly for warranty and questions regarding installations.

White is the standard color unless Specified Otherwise on Purchase Order

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
Basic Vehicle Model & Price				
1	WDEE75 - DURANGO PPV - AWD - 3.6L V6		\$32,714.00	\$32,714.00
Engine				
1	3.6L V6 24V VVT Engine Upg I w/ESS			
Transmission				
1	8-Spd Auto 850RE Trans (Make)			
Interior & Trim				
1	Black Cloth Bucket Seats w/ Shift Insert			
1	Black Vinyl Floor Covering		\$0.00	\$0.00
1	Black Cloth 2nd Row 60/40 Folding Seat		\$0.00	\$0.00
Notable Standard Equipment				
1	Power Windows, Power Locks, & Remote Keyless Entry w/(4) FOBKEYS		\$0.00	\$0.00
1	Integrated Voice Command w/Bluetooth		\$0.00	\$0.00
1	ParkView Rear Back-up Camera		\$0.00	\$0.00
1	ParkSense Rear Park Assist w/Indicator		\$0.00	\$0.00
1	Blind Spot and Cross Path Detection		\$0.00	\$0.00
1	Class IV Receiver Hitch		\$0.00	\$0.00
1	Full Size Matching Spare Wheel & Tire		\$0.00	\$0.00

Exterior Color

- Specific Colors Subject to Availability of Stock Ordered/On-GROUND
 - White/Black Are No Charge Color Options Other Colors Add Cost to Quote

☐	1	PW7 - White Knuckle Clear Coat	\$0.00	\$0.00
☐	1	PXJ - DB Black Clear Coat	\$0.00	\$0.00
☐	1	PDN - Destroyer Grey Clear Coat	\$395.00	\$395.00
☐	1	PFQ - F8 Green Clear Coat	\$95.00	\$95.00
☐	1	PRV - Octane Red Pearl Coat	\$395.00	\$395.00
☐	1	PRM - Redline 2 Coat Pearl (Fire Red)	\$0.00	\$0.00

Factory Options & Charges

☐	1	Full Length Floor Console (Standard Retail Console)	\$295.00	\$295.00
☐	1	Floor Carpet	\$125.00	\$125.00
☐	1	18X8.0 Painted Aluminum Wheels	\$349.00	\$349.00

Dealership Options & Charges

☐	1	No Charges or Options		
--------------------------	---	-----------------------	--	--

Aftermarket Equipment & Charges

☐	1	No Aftermarket Equipment		
--------------------------	---	--------------------------	--	--

Update Totals

SubTotal: \$33,483.00
 Shipping: \$0.00
 Sales Tax: \$0.00
Total: \$33,483.00

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Orders not in dealer stock are subject to production by Fiat-Chrysler Automobile

☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 143.170.97.130

PO Number

(A Faxed PO is Required.)

Comments

Email Address cgolden@bartlettspolice.org

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

Click to Accept

Have Questions?

Not Ready To Accept? Have Questions?

(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.



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

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

Edison Contract Number
Vendor Number
Vendor Contact Information

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

Central Procurement Office • Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Tel: 615-741-1035 • Fax: 615-741-0684 • tn.gov/generalservices/

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 0000141024
 Vendor Contact Information 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
------------	--

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 \(microsoft.com\)](#)

 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.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.37.2. Workers' Compensation and Employer Liability Insurance.

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by

accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
1. The Contractor employees fewer than five (5) employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.37.3. Commercial General Liability Insurance.

- a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

7.38. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

7.39. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary

steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- 8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- 8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

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

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

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

- 8.4. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the

goods and transfer title in the goods to any third parties.

8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 2. Any pricing related to the new lines, items, or options;
 3. The expected effective date for the availability of the new lines, items, or options; and
 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

8.6. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

8.7. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after

delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3112)

Meeting: 04/12/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3112

Resolution 08-22, a resolution to amend the FY2022 General Fund budget to recognize projected increases in General Fund Revenues; Use of Fund Balance; to appropriate additional General Fund Expenditures, and to transfer \$1,081,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police, Public Works, and Parks Equipment.

WHEREAS, the City of Bartlett has reviewed FY2022 state and local sales tax revenue collections for the remainder of this fiscal year; and

WHEREAS, certain capital asset expenditures have up to eighteen months lead time from purchase order to acquisition due to global supply chain delays; and

WHEREAS, the City of Bartlett desires to fund various capital asset expenditures in the current FY2022 operating budget and transfer other funds to the CIP budget for those capital asset items which require extended lead times for acquisition;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund FY2022 budget is amended to recognize additional state and local sales tax revenues in the current fiscal year; to appropriate a use of fund balance for one-time capital items funded both in the General Fund and the Capital Improvement Fund, and to transfer sufficient funds to its Capital Improvement Program Fund for Police, Public Works, and Parks capital asset acquisitions. General Ledger account descriptions to be amended are summarized in the table below and itemized in the Budget Amendment - Attachment A, which by reference is made part of this resolution.

Description	Amount
State and Local Sales Tax Increases	\$1,200,000
Use of Fund Balance	\$ 887,000
Operating Expenditures	\$1,006,000
Transfers to CIP Fund	\$1,081,000

Adopted this day of April 12, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



CITY OF BARTLETT
Budget Amendment - Attachment A
FY 2022
April 12, 2022



	<u>Amount</u>
Revenues	
Local Sales Tax	\$ 500,000
Sales Taxes Half Cent	200,000
State Sales Tax	500,000
Use of Fund Balance	887,000
Total Revenues	<u>\$ 2,087,000</u>
Expenditures	
<u>Operating</u>	
City Shop - Fuel Increase	\$ 250,000
Police - Urban Patrol Rifles (\$50k), Cell door, locks, Intercom, Camera & Monitoring System (\$70k)	120,000
Fire - Station 1 Repair, Breathing Air Compressor, 1 Vehicle	127,000
Codes Enforcement - 1 Vehicle	40,000
Public Works - Kubota Tractor (\$32k), Kubota Zero-turn Mower (\$16k)	48,000
Engineering: Replace worn carpet (\$45k), 2 Vehicles (\$90k)	135,000
Parks - Two 60" Hustler mowers (\$29k), Bobcat T66 (\$68k), 15 Cycle Bikes (\$41k), Carpet Replacement (\$29k), Inflatables (\$13k), Splash Pad Drains (\$13k), Access Ramp/Gate (\$11k), Pool Lane Lines (\$8k), Magnetic Door Access (\$4k), Front entry doors (\$18k), 1 HVAC unit (\$9k), Rescreen wood floors (\$9k)	252,000
Performing Arts: Lobby Cove Lights (\$7k), HVAC#12 (\$8k), Parking Lot lights (\$9k), Awning (\$3k), Banquet Chairs (\$7k)	34,000
Total Operating	<u>\$ 1,006,000</u>
<u>CIP</u>	
Police - 7 Patrol vehicles, including equipping (\$400k)	\$ 400,000
Public works - 2 F-150 Animal Control Trucks with kennel compartments (\$99k); General Maintenance - John Deere Backhoe (\$121k)	220,000
Parks - RTU 6 & 7 (\$238k), Fire system upgrade (\$100k), ADA transition improvements (\$50k), Replace ADA ramps in front hall (\$25k), Restrooms - ADA remodel (\$48k)	461,000
Total CIP	<u>\$ 1,081,000</u>
Total Expenditures	<u>\$ 2,087,000</u>

Attachment: Repairs Vehicles and Equipment Bdgt Amd 4-12-22 (3112 : Res. 08-22, General Fund Amendment)

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: April 12, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to amend General Fund budget for FY22 to provide funds for capital expenditures and to transfer funds to the CIP Fund for equipment and vehicle acquisition.

INTRODUCTION: The purpose of this agenda item is to request the Board of Mayor and Aldermen to amend the FY2022 General Fund budget to recognize increases in projected revenues and use of fund balance and to provide funding for capital asset acquisition in FY2022 rather than delay these purchases to FY2023. The resolution also transfers funds to the CIP Fund for purchase of equipment and vehicles needed now but due to supply issues would not be delivered until FY2023 or after.

BACKGROUND: The Board of Mayor and Aldermen approved the General Fund budget on June 28, 2021. A current review of selected sales tax revenue projections results in increases in the original budget estimates by \$1,200,000. After our current review of expected revenue and expenditure details in the General Fund, the Administration wishes to use \$887,000 of expected surplus to fund capital items requested in the current FY2022 budget plus transfer \$1,081,000 to the City's CIP fund. Due to global supply chain issues and delays we are experiencing 12-18 month delays in receiving vehicles and other equipment. Building improvements are also delayed due to material and supply shortages and labor issues. The Administration further wishes to avoid issuing capital outlay notes in the FY2023 budget cycle and to reduce its bond issuance to \$5 million or less in FY2023. The City can achieve both of these objectives by purchasing an estimated \$756,000 in equipment, vehicles, and improvements using current resources and transferring funds to the CIP fund, which provides resources for projects which require an extended time period to complete.

DISCUSSION: A budget amendment for the General Fund allows increased appropriation for fuel use at city shop, the purchase of equipment, vehicles, and certain one-time improvements to be completed in the current fiscal year in the operating expenditures for departments itemized in Attachment A of this resolution. The amendment further provides resources in the City's CIP Fund which will extend the time period required for acquisition of equipment, vehicles and improvements in the Police, Public Works, and Parks Departments. Delay in moving these funds will likely increase budget requests in these departments for FY2023 and increase bond and note requirements in the Capital Improvement Program funding in future years. We expect to lock in prices now to mitigate price increases in the future.

BUDGET IMPACT: This amendment increases revenue and expenditure budget estimates for the fiscal year ending June 30, 2022. The result will decrease expenditure requirements in FY2023 for capital items and improvements resulting in lower debt issuance and future interest costs.

PROPOSED MOTION: To approve the resolution to amend the General Fund by increasing the revenue and expenditure budget accounts shown in the resolution and Attachment A.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

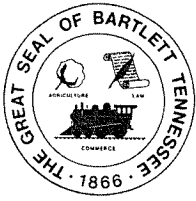
Department: Parks and Recreation

Category: Purchase

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Purchase one T66 T4 Bobcat Compact Track Loader.



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director
Paul Wright, Assistant Parks Director

MEMORANDUM

TO: Mayor A. Keith McDonald
cc: Mark Brown
FROM: Shan Criswell
RE: PURCHASE OF T66 T4 BOBCAT COMPACT TRACK LOADER
DATE: April 1, 2022

We would like to request that we be allowed to purchase the approved T66 T4 Bobcat Compact Track Loader for Parks Maintenance from Williams Equipment and Supply as a single source purchase. They are a member of Sourcewell, as is the City of Bartlett, and can get the equipment at the lowest price. The price is \$68,042.68 and funds are available in account 110.44300.939. I have discussed this with Mr. Phebus.

Attachment: Purchase T66 T4 Bobcat 4.5.22 (3115 : Purchase of T66 T4 Bobcat Track Loader)



Bobcat

Product Quotation

Quotation Number: HMM-28419

Date: 2022-02-21 09:21:16

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BARTLETT PARKS MAINTENANCE DIVISION Attn: JAMES DRAFFIN 3587 ALTURIA RD BARTLETT, TN 38135 Phone: (901) 734-8140 Email: jdraffin@cityofbartlett.org	Sam Williams Equipment and Supply Company, Memphis, TN 3655 AMERICAN WAY MEMPHIS TN 38118 Phone: (901) 366-9195 Fax: (901) 432-2317	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	\$46,247.04	\$46,247.04
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	- Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt - Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 - Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Solid Mounted Carriage with 4 Rollers			
Cylinder Cushioning - Lift, Tilt	Tracks: Rubber, 12.6" Wide			
Engine/Hydraulic Performance De-rate Protection	Warranty: 2 years, or 2000 hours whichever occurs first			
Glow Plugs (Automatically Activated)				
Horn				
Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.				
Lift Arm Support				
60 Month Protection Plus (2000 Hours)	9986213	1	\$2,100.00	\$2,100.00
P69 Performance Package	M0349-P06-P69	1	\$5,573.52	\$5,573.52
"Power Bob-Tach	Dual Direction Bucket Positioning			
7-Pin Attachment Control	Automatic Ride Control			
High Flow	Reversing Fan"			
Two-Speed				
C68 Comfort Package	M0349-P07-C68	1	\$5,595.84	\$5,595.84
"Enclosed Cab with HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0349-R01-C04	1	\$583.92	\$583.92
15.7" C-Pattern Rubber Track	M0349-R09-C02	1	\$1,149.84	\$1,149.84
15.7" C-Pattern Rubber Track				
74" Heavy Duty Bucket	7272680	1	\$1,078.44	\$1,078.44
--- Bolt-On Corner Cutting Edge Kit	6729084	1	\$52.08	\$52.08
Total of Items Quoted				\$62,380.68
Dealer P.D.I.				\$200.00
Freight Charges				\$1,444.00
Dealer Assembly Charges				\$0.00

Attachment: Purchase T66 T4 Bobcat 4.5.22 (3115 : Purchase of T66 T4 Bobcat Track Loader)

Other Charges: Material and Logistics
 Quote Total - US dollars

\$4,018.00
 \$68,042.68

Notes:

**Prices per the Sourcewell Contract #040319-CEC.
 *Terms Net 60 Days. Credit cards accepted.
 *FOB Destination
 *State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
 TID# 38-0425350

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

 SIGNATURE

 DATE

 PRINT NAME AND TITLE

 PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Attachment: Purchase T66 T4 Bobcat 4.5.22 (3115 : Purchase of T66 T4 Bobcat Track Loader)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase 80 wireless routers for Police and Fire emergency vehicles.



Angela Antrican
FirstNet Solutions Consultant

AT&T Public Safety
1733 Sycamore View
Memphis, TN 38135
901.412.5439 | AC2302@att.com

City of Bartlett

6400 Stage Road.
Bartlett, TN 38134

SWC# R911 FIRST RESPONDER TELECOMMUNICATIONS SERVICES AND EQUIPMENT-FIRSTNET

Equipment Description- One time charge	Qty	Rate	Amount
IBR900 Compact, ruggedized Gigabit-Class LTE router for in vehicle, with Cloud-Managed networking for first responders, service vans, taxis and other applications. Includes 3yr of NetCloud Manager, Cradlepoint Technical Support, and next day replacement through Cradlepoint	80	(\$786.00 - \$200.00) \$586.00	\$46,880
PANORAMA ANTENNAS, INC. : 5 IN 1 SHKG-6-60-DW SFIN ANT 2xWIFI GNSS-BLK.5m FTD EX CBLS	80	\$265.00	\$21,200
Total			\$68,080

SWC# R911 FIRST RESPONDER TELECOMMUNICATIONS SERVICES AND EQUIPMENT-FIRSTNET

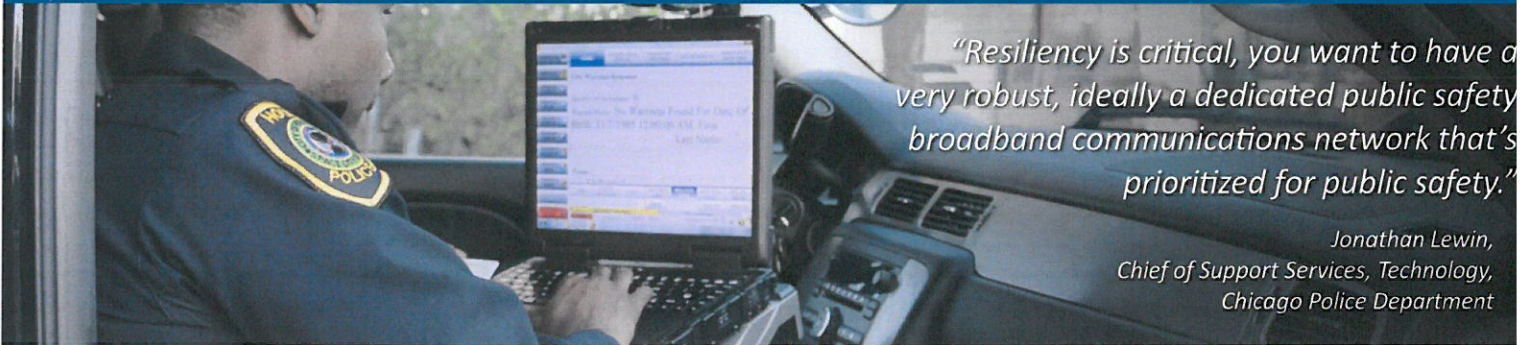
Service Description FirstNet Mobile Plan – Recurring cost	Qty	Rate	Amount
Unlimited for Data-only devices	80	\$34.00	\$2720.00
Total			\$2720.00²

²Rates do not include Government Fees and Surcharges

FirstNet – State & Local Government Benefits

- No Service Termination Fees
- No Activation Fees
- Always on Network Priority
- Unlimited Data with *no usage limits or throttling*
- Dedicated Customer Service

FirstNet and Law Enforcement



"Resiliency is critical, you want to have a very robust, ideally a dedicated public safety broadband communications network that's prioritized for public safety."

Jonathan Lewin,
Chief of Support Services, Technology,
Chicago Police Department

Up-to-date, reliable information is an invaluable tool for law enforcement officers. From running a license plate to identifying where other officers are located, knowing as much as you can before you go *into the field* and while on the scene. But congestion on commercial wireless networks during a large event or emergency or a remote response location can limit your access to a data network – and the vital information you need. That's where FirstNet can help.



Always-on connection, priority and preemption, innovative tools

Whether sending images of wildfires or downloading building plans, FirstNet provides law enforcement personnel improved network coverage and network priority, preemption, and quality of service. The FirstNet network will also enable you to:

- Share images and video, or access weather and traffic data for a clearer operational picture as incidents unfold
- Quickly and reliably connect to other agencies and jurisdictions as an emergency unfolds
- Track assets and personnel
- Take the network along to remote locations
- Use mapping applications that share lookout positions, escape routes, safety zones, and water sources



Through robust consultation effort with states, territories, tribes, public safety associations, first responders, and its Public Safety Advisory Committee, the First Responder Network Authority works with law enforcement as a guiding force in network planning to help ensure the FirstNet network meets your needs.

Complementing radio networks, available for agencies or BYOD

FirstNet provides high-speed data services and non-mission-critical voice to augment the capabilities of today's Land Mobile Radio (LMR) systems. Because many law enforcement depend on their personal mobile devices on the job, FirstNet is available for qualified, individual first responders who want to transition to the FirstNet network.

For use cases and testimonials, visit FirstNet.gov/FirstNetinAction

Learn more about the First Responder Network Authority at FirstNet.gov;
learn FirstNet products and services on FirstNet.com

The FirstNet network supports:

Mission critical applications

- CAD
- GIS
- Weather/traffic
- Video sharing
- Site logging
- Emergency guides
- Equipment calculators
- Secure browser

Administrative applications

- Email/text/calendar
- Office tools (PDF, Word)
- Records management
- Reporting
- Database access
- Medical references

Secure connectivity

- Strong user authentication
- Application VPN
- Secure mobile gateway

Device management

- Device authentication
- MDM policy controls
- Containerization and encryption
- Device lock and data wipe



MEMO

SWC# R911 FIRST RESPONDER TELECOMMUNICATIONS SERVICES AND EQUIPMENT - FIRSTNET

Contract Information and Usage Instructions

Contract Period: The Contract became effective November 9, 2018 and will expire November 8, 2023.

Summary/Background Information: The Contractor shall provide an Enterprise level **Wireless** Telecommunications network with dedicated wireless services for First Responders. The contract covers wireless cellular Service Plans for Voice, data and Voice/Data along with necessary equipment (phones, accessories, and data only devices). **State of Tennessee Agencies must order service and equipment through the Department of Safety.** Local governmental entities, and other qualified entities as defined under Section E.13, Statewide Contract, of the Contract. Qualified Local entities must enter into separate agreements with the only authorized Firstnet Contractor, AT&T but are eligible for the same pricing as contracted for State Agencies. Qualified Local entities may use any of the language of the Statewide contract and augment with language that may be required by local entity laws, policies, and procedures.

The First Responder Network Authority (Firstnet) was under the Middle Class Tax Relief and Job Creation Act of 2012. The purpose of Firstnet is to establish, operate, and maintain an interoperable nationwide wireless cellular network.

Table of Contents

- State Contact Information
- Contractor contact information
- Use of Catalogs

Access to Contract Documents Online:

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

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

2. Click on the "Statewide Contract (SWC) Search" The link below will take you to the Statewide Contract List.

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN_PUBLIC_SUPPLIER.TN_ACTI



MEMO

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

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

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

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

Local Government Entity Instructions:

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



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

At&T Mobility National Ac
1900 Gallows Rd

Vienna, VA 22182

Vendor ID: 0000070576

Contract Number: 0000000000000000000060837

Title: Wireless First Responder Service

Start Date : November 09, 2018 End Date: November 08, 2023

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

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

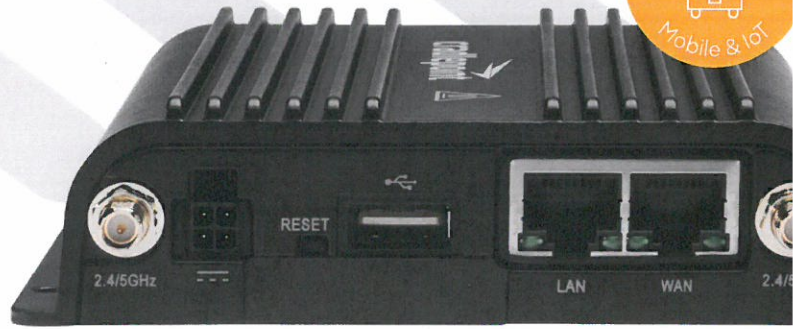
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of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

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



Data Sheet

IBR900 Series Ruggedized Router



The Cradlepoint IBR900 Series Router is a ruggedized, Gigabit-Class LTE networking platform. It is designed for persistent connectivity across a wide range of in-vehicle and mobile applications as well as portable or fixed IoT installations. The IBR900 Series is available with either Mobile or IoT NetCloud Service plans, which provide features optimized for the differing deployments.

Notable Features

- Define policies through centralized cloud-based management for easy deployment at scale.
- Gain fast, reliable connectivity with an embedded Cat 11 or Cat 18 LTE modem.
- Add a second cellular modem for simultaneous dual-carrier LTE connectivity.
- Prioritize access on public safety networks for reliable, secure connectivity.
- Deploy Wave 2 dual-band, dual-concurrent, Gigabit Wi-Fi for the best possible connections.
- Integrate into Automatic Vehicle Location (AVL) systems with Active GPS.
- Provide a ruggedized solution to endure harsh environments.
- Configure GPIO ports for IoT and vehicle integrations.

High Performance Mobile Connectivity

For organizations that depend on field forces and mobile networks, the Cradlepoint IBR900 Series Router with the NetCloud Mobile service plan provides a ruggedized GPS-enabled, in-vehicle network solution. When coupled with the Advanced Mobile service plan, it provides threat management, web filtering, application visibility, analytics, and advanced GPS functionality including location tracking and cellular coverage maps. The IBR900 accommodates environmentally harsh environments while delivering enterprise-class standards of reliability, scalability, comprehensive management, and security.

Ruggedized IoT Solution

When coupled with the NetCloud Ruggedized IoT service plan, the IBR900 provides a compact, ruggedized, 4G LTE router solution for connecting and protecting IoT devices at scale. It is ideal for IoT deployments including oil and gas monitoring, Smart City infrastructure, and other IoT deployments operating under harsh conditions. With an extensive list of safety and hardening certifications, it can be confidently deployed in the field, in buildings, or in embedded systems to deliver complete visibility, security, and control of connected devices anywhere.

Performance

Stateful Firewall Throughput	NetCloud Perimeter Throughput	IPSec VPN Throughput	Concurrent VPN Tunnels	Concurrent Sessions (TCP)	Typical Client Count
940 Mbps	20 Mbps	20 Mbps	10	16,000	10[†]

Performance testing conducted based on requirements as defined in RFC2544 using fixed-frame 1518 byte packets. Throughput results reflect uni-directional UDP traffic with less than 1% packet loss as tested with wired connections.

Results do not reflect performance of the cellular wireless operator networks.

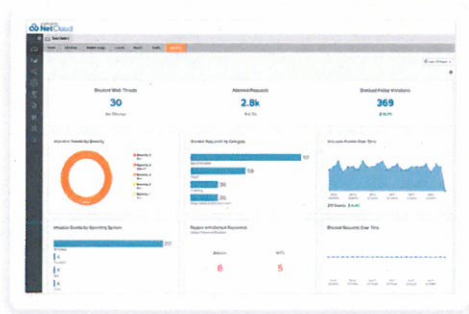
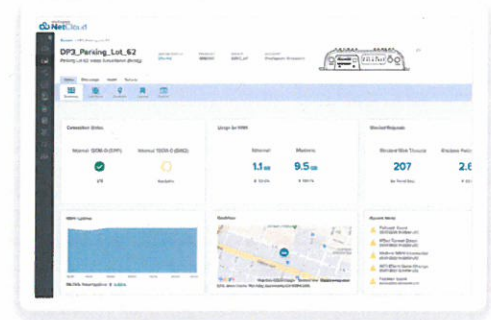
[†]When Cradlepoint Secure Threat Management or Applications Analytics are enabled in NetCloud Manager, the client count is reduced to 5.

Key Software Capabilities

Cradlepoint NetCloud Service for the IBR900 provides everything needed to unlock the power of LTE and connect vehicles, users, and IoT to critical applications and services. The available NetCloud IoT or Mobile service plans include the appropriate router software with powerful cloud management features for managing IoT at scale, or mobile-specific features like coverage maps, and application aware analytics. Everything within NetCloud works together, making it easy to deploy, connect, and secure edge applications at scale across the organization.

Router Services

Next generation hardware provides local processing power to handle demanding router-delivered services, such as support for VPN tunneling encryption including DMVPN, IPsec, GRE, and other tunneling technologies.

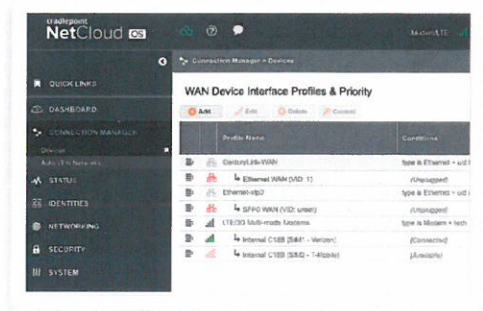


Security Services

NetCloud Service includes security features and options to optimize the IBR900 to meet the evolving security needs of mobile and IoT environments. The service includes stateful zone-based firewall with the ability to add application aware security policies with the Advanced Mobile service plan.

Connection Manager

Connection Manager provides the ability to manage all WAN connections types including wireless, Wi-Fi as WAN, and wired, from a single software-defined policy. Our custom-built modem software ensures users establish Wireless WAN connectivity faster while maintaining the highest level of resiliency.



Cloud Services

NetCloud Manager delivers true zero-touch deployment with the ability to define and deliver policy across entire groups of endpoints. Users can create a cloud-orchestrated hub and spoke VPN network and gain insights and analytics required for rapid troubleshooting and diagnostic workflows. Support operations with real time location services and vehicle information.

Hardware Specifications

The following features are delivered through the hardware.

INTERFACES	
Modem:	One of the following: — Embedded 1200M-B modem — 2 x SMA cellular antenna connectors — Embedded 600M modem — 2 x SMA cellular antenna connectors Optional dual modem (requires the the COR Extensibility Dock): — Modular MC400 Modem
Ethernet:	2 x GbE (LAN/WAN switchable)
Wi-Fi:	Dual-radio, dual-band, concurrent operation (2.4 GHz and 5 GHz) — 2x2 MU-MIMO 802.11ac Wave 2 (Wi-Fi 5) and 256 QAM support — Modes: AP, Wireless Client, and Wi-Fi as WAN — 574 Mbps (2.4 GHz) and 1,200 Mbps (5 GHz) — 2 RP-SMA Wi-Fi antenna connectors — WPA/WPA2 Personal, WPA2 Enterprise, Open — 802.11k, 802.11v
Expansion:	1 x USB 2.0 Type A (output: 5V, 500mA, 2.5W) 1 x Extensibility Port — Extensibility Dock — 9-Wire Power and GPIO Cable — Serial Port Adapter
GNSS/GPS:	1 x SMA GNSS antenna connector
ENVIRONMENTAL	
Temperature:	Operating: -30 °C to 70 °C (-22 °F to 158 °F) Storage: -40 °C to 85 °C (-40 °F to 185 °F)
Humidity:	Operating: 5% to 95% Storage: 5% to 95%
Ingress Protection:	IP54 compliant (includes protection from dust and splashing water)
PHYSICAL	
Size:	118 x 114 x 30 mm (4.6 x 4.5 x 1.2 in)
Weight:	400 g (14 oz)
CERTIFICATIONS	
Safety:	UL/cUL, CB Scheme, EN 60950-1, EN 62368-1, e-Mark
Materials:	WEEE, RoHS, RoHS-2, California Prop 65
Security:	FIPS 140-2 Inside (FIPS models only)
Shock/Vibration/Humidity:	MIL STD 810G and SAE J1455
Hazardous Locations:	Class 1 Div 2 (IBR900-600M NA only)
POWER	
Required:	One of the following: — 9-33 VDC steady state input (vehicle installations with 9-24 VDC requires 3A inline fuse, >24 VDC requires 2.5A fuse) — External DC power supply, 100-240 VAC input, 12 VDC 2A output (included) — External DC power supply, 100-240 VAC input, 12 VDC 3A or 5.5A output (optional)
Features:	Reverse polarity and transient voltage protection (ISO 7637-2) Ignition sensing (automatic ON & time-delay OFF)
Consumption:	— Idle: 4W — LTE Tx/Tx: 6.25W — Wi-Fi Tx/Rx: 9W
WI-FI POWER	
FCC:	2.4 GHz: 18 dBm conducted 5150–5250 MHz: 32.94 dBm conducted 5250–5350 MHz: 29.90 dBm conducted 5470–5725 MHz: 30.00 dBm conducted 5725–5850 MHz: 32.81 dBm conducted
IC:	2.4 GHz: 33.14 dBm conducted 5150–5250 MHz: 25.74 dBm conducted 5250–5350 MHz: 25.84 dBm conducted 5470–5725 MHz: 29.82 dBm conducted 5725–5850 MHz: 32.81 dBm conducted
Europe:	2.4 GHz: 19.93 dBm conducted 5150–5250 MHz: 22.76 dBm conducted 5250–5350 MHz: 22.92 dBm conducted 5500–5700 MHz: 29.08 dBm conducted
Australia/New Zealand:	2.4 GHz: 19.93 dBm conducted 5150–5250 MHz: 22.98 dBm conducted 5250–5350 MHz: 22.98 dBm conducted 5500–5700 MHz: 29.82 dBm conducted 5475–5825 MHz: 32.81 dBm conducted
LEDs	
Refer to the IBR900 Series Ruggedized Router Quick Start Guide	

Enterprise-Class Modem Specifications

SPECIFICATION	1200M-B
Technology:	Cat 18 LTE Advanced Pro (3GPP Rel. 12) — Dual SIM slots, mini 2FF form factor — SIM-based carrier auto-selection
Fallback:	WCDMA/UMTS/HSPA+
Carrier Aggregation:	Up to 5CA downlink, 2CA uplink Refer to the Modem Carrier Aggregations article.
Peak Downlink Rates:	LTE: 1 Gbps WCDMA: 42.2 Mbps
Peak Uplink Rates:	LTE 150 Mbps WCDMA: 5.76 Mbps
MIMO:	2x2 MIMO
QAM:	Up to 256
LTE Bands:	LTE FDD — B3, B4, B5, B7, B8, B12, B13, B14, B17, B18, B19, B20, B25, B26, B28, B29, B39, B41, B66, B71
WCDMA Bands:	B1, B2, B4, B5, B8, B19
Power:	LTE 23 dBm ± 1, DC-HSPA+ 23 dBm ± 1 (typical conducted)
Antennas:	SMA female connectors, external 600 MHz - 6 GHz cellular paddle antennas (Qty 2, included)
GNSS/GPS:	Active GNSS — GPS, GLONASS, BeiDou, Galileo — DC voltage bias supplied (typical 3.1v)
SMS:	Yes
Regulatory:	FCC (U.S.), IC (Canada)
Network Operator Standards:	PTCRB (U.S.)
Network Operator Certifications:	AT&T, Verizon†
Public Safety Network Certifications:	Verizon Frontline, FirstNet Ready™
Private Cellular Network:	N/A

† Cellular carriers and operators throughout the world may only require telecom industry certifications, like PTCRB or GCF, to operate on their network. Some carriers require additional testing and approval, beyond telecom certifications. A carrier listed in the approvals section means Cradlepoint completed additional testing and acquired technical approval for that given carrier. Any carrier not listed may not require additional testing or approval beyond telecom industry certifications to operate on their network.

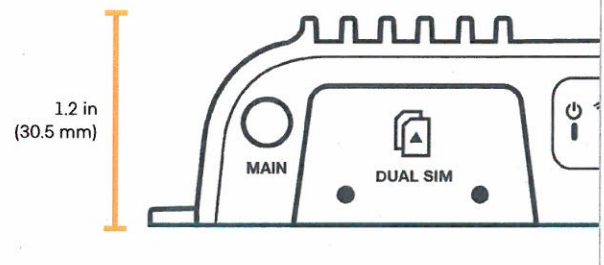
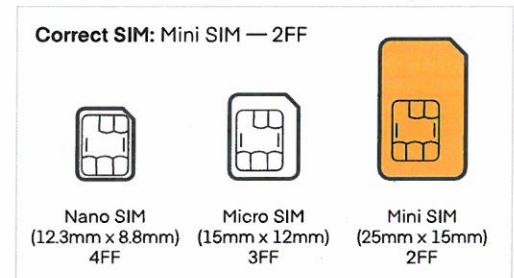
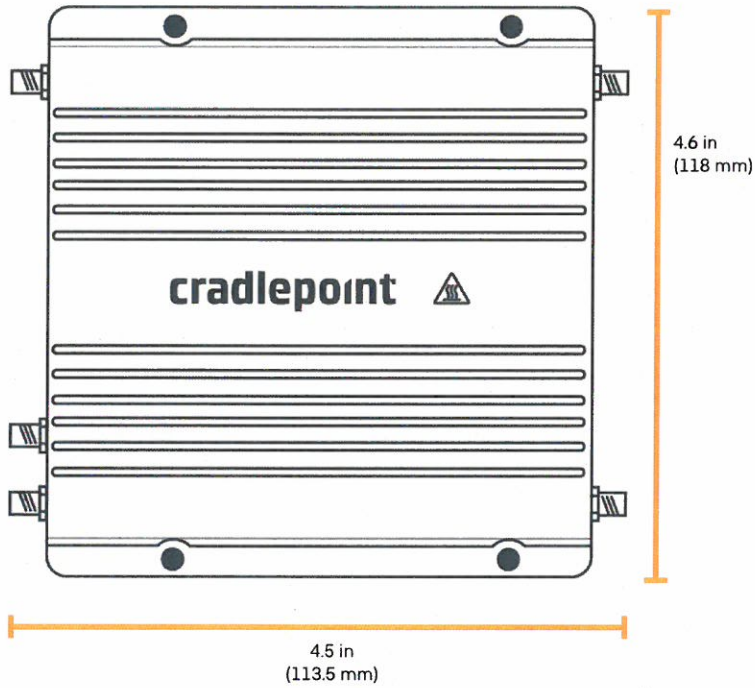
Enterprise-Class Modem Specifications

SPECIFICATION	600M
Technology:	Cat 11 LTE Advanced (3GPP Rel. 11) — Dual SIM slots, mini 2FF form factor — SIM-based auto-carrier selection
Fallback:	WCDMA/UMTS/HSPA+
Carrier Aggregation:	Up to 3CA downlink, 2CA uplink Refer to modem carrier aggregations article
Peak Downlink Rates:	LTE: 600 Mbps WCDMA: 42.2 Mbps
Peak Uplink Rates:	LTE: 75 Mbps WCDMA: 5.76 Mbps
MIMO:	2x2 MIMO
QAM:	Up to 256
LTE Bands:	LTE FDD — B1, B2, B3, B4, B5, B7, B8, B12, B13, B17, B20, B25, B26, B28, B29, B30, B66 LTE TDD — B38, B40, B41
WCDMA Bands:	B1, B2, B4, B5, B8
Power:	LTE 23 dBm ± 1; HSPA+ 23 dBm ± 1 (typical conducted)
Antennas:	SMA female connectors, external 600 MHz - 6 GHz cellular paddle antennas (Qty 2, included)
GNSS/GPS:	Active GNSS — GPS, GLONASS, BeiDou, Galileo — DC voltage bias supplied (typical 3.1v)
SMS:	Yes
Regulatory:	FCC (U.S.), IC (Canada), CE (EU), RCM (AU/NZ), ICASA (ZA), iMDA (SG), SIRM QAS (MY), Ifitel NOM (MX), Subtel (CL/CR), CRC (CO)
Network Operator Standards:	PTCRB (U.S.), GCF (Worldwide)
Network Operator Certifications:	AT&T, Verizon, Sprint, Optus, Telstra, EE [†]
Public Safety Network Certifications:	Verizon Frontline, Verizon Response Verified
Private Cellular Network:	N/A

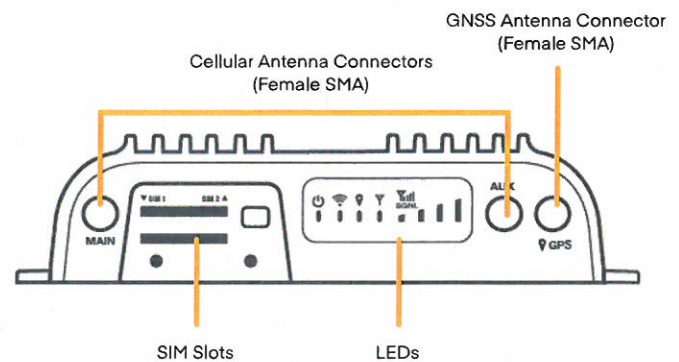
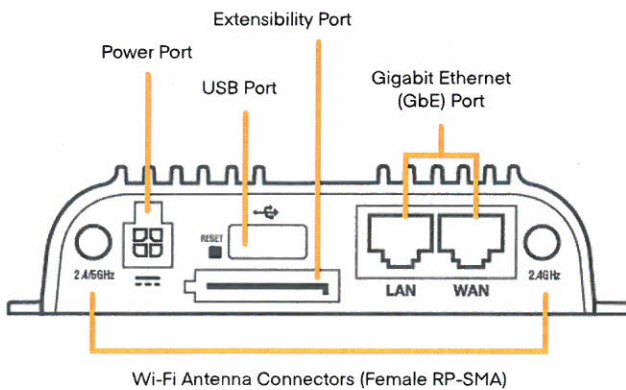
[†] Cellular carriers and operators throughout the world may only require telecom industry certifications, like PTCRB or GCF, to operate on their network. Some carriers require additional testing and approval, beyond telecom certifications. A carrier listed in the approvals section means Cradlepoint completed additional testing and acquired technical approval for that given carrier. Any carrier not listed may not require additional testing or approval beyond telecom industry certifications to operate on their network.

Hardware

Physical Measurements



Sides



Ordering Guide

NetCloud Mobile and NetCloud Ruggedized IoT Essentials packages and plans contain all the features and capabilities required for a broad range of mobile, in-vehicle, and IoT applications. Essentials packages include 24x7 support (phone support: 24 hour weekdays with emergency response on weekends, web: 24x7, chat: 24x5) and a limited lifetime warranty.

For additional capabilities, a **NetCloud Mobile Advanced Plan** or **NetCloud Ruggedized IoT Advanced Plan** can be added to the NetCloud Mobile or Ruggedized IoT Essentials Package at any time.

See additional details of what is included in the Essential and Advanced NetCloud software: cradlepoint.com/netcloud-service

For more details on the IBR900 Series of routers, included with the NetCloud Enterprise Branch Packages, see below.

NetCloud Package & Plans

REGION	PACKAGE	DESCRIPTION	PART NUMBER
The Americas: U.S., Canada & Mexico	Mobile	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	MAx-0900120B-NNA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600Mbps modem), North America	MAx-0900600M-NNA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	MA0x-0900600M-MX
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), North America	MAx-0900NM-ONA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	MAAx-0900120B-NA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), North America	MAAx-0900600M-NA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	MAAx-0900600M-MX
	FIPS	NetCloud Mobile FIPS Essentials Plan, Advanced Plan, and IBR900 FIPS router with Wi-Fi (600 Mbps modem), North America	MAx-900F600M-XFA
		NetCloud Mobile FIPS Essentials Plan, Advanced Plan, and IBR900 FIPS router with Wi-Fi (1000 Mbps modem), North America	MAx-900F120B-XFA
	Ruggedized IoT	NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), North America	TC0y-0900600M-NN
		NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	TC0y-0900600M-MX
		NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	TC0y-0900120B-NN
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600Mbps modem), North America	TCAy-0900600M-NN
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	TCAy-0900600M-MX
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	TCAy-0900120B-NN

NetCloud Package & Plans

REGION	PACKAGE	DESCRIPTION	PART NUMBER
Europe: European Union, Saudi Arabia, South Africa, United Arab Emirates & United Kingdom	Mobile	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Europe	MAx-0900600M-EWA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), Europe	MAx-0900NM-OWA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Europe	MAAx-0900600M-EA
	Ruggedized IoT	NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), EMEA	TC0y-0900600M-EM
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), EMEA	TCAy-0900600M-EM
Asia Pacific: Australia, Malaysia, New Zealand & Singapore	Mobile	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	MAx-0900600M-PWA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), APAC	MAx-0900NM-OWA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	MAAx-0900600M-PA
	Ruggedized IoT	NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	TC0y-0900600M-PM
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	TCAy-0900600M-PM
All Regions	Mobile	Renewal NetCloud Mobile Essentials Plan	MAx-NCESS-R
		NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAx-NCADV
		Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAx-NCADV-R
		Renewal NetCloud Mobile Essentials and Advanced Plans	MAAx-NCEA-R
	FIPS	Renewal NetCloud Mobile FIPS Essentials and Advanced Plan, FIPS Only	MAx-NCESSF-R
		Renewal NetCloud Ruggedized IoT Essentials Plan	TC0x-NCESS-R
		NetCloud Ruggedized IoT Advanced Plan (requires corresponding Essentials Plan)	TC0x-NCADV
		Renewal NetCloud Ruggedized IoT Advanced Plan	TC0x-NCADV-R
		Renewal NetCloud Ruggedized IoT Essentials and Advanced Plans	TCAx-NCEA-R

x = 1, 3, or 5 years

y = 3 or 5 years

Support & Warranty

The IBR900 Router is only sold as a component of NetCloud Mobile/ NetCloud Ruggedized IoT Essentials or Essentials and Advanced Packages.

- NetCloud Packages include support for the full subscription term.
- All Cradlepoint hardware products are covered by a limited lifetime warranty for as long as they have a subscription license to an active NetCloud Service Plan.

Find the most up-to-date information at cradlepoint.com/ibr900

Accessories

INCLUDED	PART NUMBER
NetCloud Mobile Packages Only:	
— GPIO Cable, Small 2x2, Black, 3 meters, 22AWG	170585-001
NetCloud Ruggedized IoT Packages Only:	
— Cellular Antenna, Black, 600 MHz - 6 GHz, SMA, 180 mm (Qty. 2)	170760-000
— Wi-Fi Antenna, Black, Dual-Band 2.4/5 GHz, RPSMA, 194 mm (Qty. 2)	170628-000
One of the following:	
— Power Supply, 12V Small 2x2 1.5 meters (North America Type A)	170716-000
— Power Supply, 12V Small 2x2 1.5 meters (Mexico Type A)	170716-001
— Power Supply, 12V Small 2x2 1.5 meters (NA-UK-EU-AU Types A-G-C-I)	170717-000
OPTIONAL	PART NUMBER
Power Supply, 12V, Small 2x2, 1.5 meters (North America Type A)	170717-000
Power Supply, 12V, Small 2x2, 1.5 meters (Mexico Type A)	170716-001
Power Supply, 12V, Small 2x2, 1.5 meters (NA-UK-EU-AU Types A-G-C-I)	170717-000
Power Supply, 12V, Small 2x2 (C7 line cord not included), -30 °C to 70 °C	170869-000
Power Supply C7 Line Cord Options:	
— Line Cord, U.S. (C7), 1.8 meters, North America	170623-001
— Line Cord, U.S. (C7), 1.8 meters, European Union	170623-002
— Line Cord, U.S. (C7), 1.8 meters, United Kingdom	170623-003
— Line Cord, U.S. (C7), 1.8 meters, Australia	170623-004
Power Supply, vehicle, 12V, 2x2, 2 meters	170635-000
Small 2x2 Power to Barrel Adapter, 152 mm	170665-000
GPIO Cable, SATA with Lock Black 1.7 meters	170680-000
GPIO Cable, Small 2x2 Black, 3 meters 22AWG	170585-001
NetCloud Mobile Packages (bench testing only):	
— Cellular Antenna, Charcoal, 600 MHz - 6 GHz, SMA, 180 mm (Qty. 2)	170801-000
— Wi-Fi Antenna, Charcoal, Dual-Band 2.4/5 GHz, RP-SMA, 194 mm (Qty. 2)	170836-000
— Optional power supply (see above)	Varies (see above)
Din Rail Mounting Bracket	170656-002
Mag Mount Kit	170718-000
COR Extensibility Dock	170700-000
COR Extensibility Cable, SATA-DB9, Black, 305mm	170656-002
Second MC400 Modular Modem (for use with the COR Extensibility Dock) [†] :	MA-MC400-1200M-B MC400LP6 MC400LP5

[†] Refer to the [Cradlepoint MC400 Modular Modem](#) webpage for more information about modular modems.

4G/5G Sharkfin MiMo Antenna SHKG[W]-6-60[-VAR]

PANORAMA ANTENNAS



- OEM style sharkfin with 2x2 MiMo for 4G/5G
- Optional GPS/GNSS with Advanced Filtering
- Up to 4x MiMo WiFi

The SHKG 'Sharkee' range has become a byword for industry leading technology in a discrete OEM sharkfin housing. The SHKG-6-60 brings 5G capability to the product family.

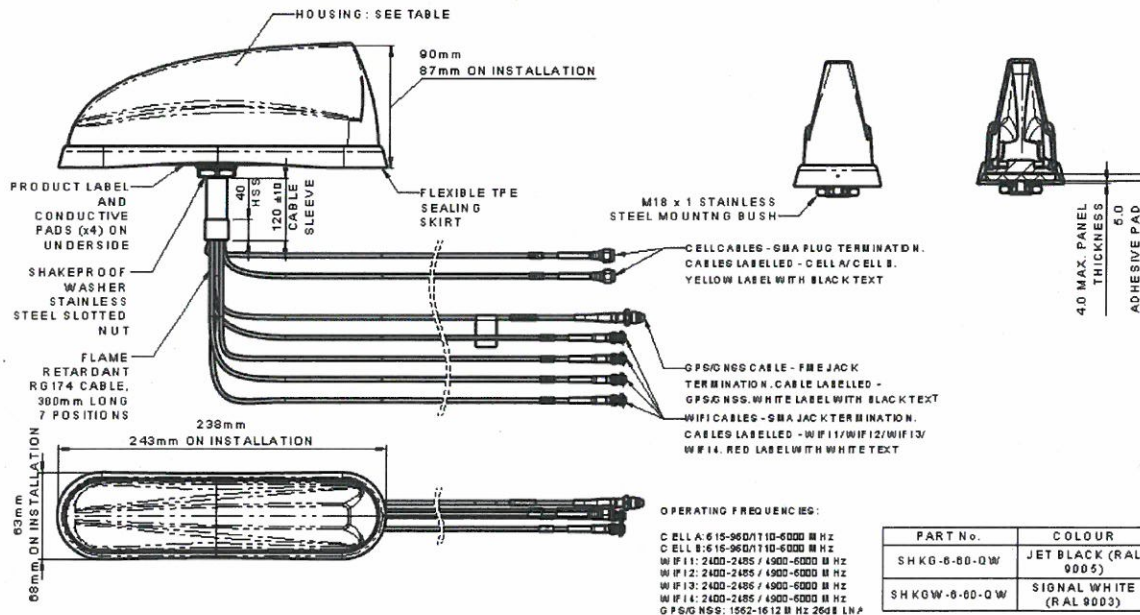
The antenna can be fitted on a metallic or non-metallic panel and still offer similar performance.

The OEM style shark fin housing contains a 2x2 MiMo antenna function for 4G/5G (617-960/1710-6000MHz) and option of 2x2, 3x3 or 4x4 MiMo dual band WiFi, which supports WiFi 6. An active antenna for GPS/GLONASS/Galileo/BeiDou is included, with 26dB gain LNA and advanced filtering for LTE Band 13/14 operation.

The SHKG shark fin style design provides multiple antenna functions while remaining discreet and is suitable for public safety (over/covert), industrial and transport applications where a cost effective, efficient and robust antenna is essential. Requiring only a single hole mounting, the SHKG reduces vehicle damage, installation time & cost and visual impact whilst protecting a vehicle's resale value.

Technical Drawing

SHKG-6-60-QW Shown



4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

PANORAMA  ANTENNAS

Product Data

Part No.		SHKG[W]-6-60-QW	SHKG[W]-6-60-TW	SHKG[W]-6-60-DW	SHKG[W]-6-60
Electrical Data					
Frequency Range (MHz)	Element 1	1562-1612			
	Elements 2 & 3	2x 617-960, 1710-6000			
	Elements 4, 5 6 & 7	4 x 2.4/5.0/7.1GHz	3 x 2.4/5.0/7.1GHz	2 x 2.4/5.0/7.1GHz	-
Peak gain: Isotropic*	5dBi (617-960MHz)				
	Elements 2 & 3	8dBi (1710-3800MHz)			
	9dBi (4900-6000MHz)				
	Elements 4, 5, 6 & 7	5dBi (2396-2485MHz)	5dBi (2396-2485MHz)	5dBi (2396-2485MHz)	-
		11dBi (4900-7200MHz)	11dBi (4900-7200MHz)	11dBi (4900-7200MHz)	-
Isolation**	4G/5G	>12dB			
	WiFi	> 15dB	> 15dB	> 15dB	-
Typical Efficiency* w/o Cable Loss	Elements 2 & 3	> 40% (617-698MHz) >60% (698-960/1710-6000MHz)			
Correlation Co-efficient	Elements 2 & 3	<0.2			
Polarisation	Vertical				
Pattern	Omni-directional				
Impedance	50Ω				
Max Input Power (W)	10				
GPS/GNSS Data					
Frequency Range (MHz)	1562-1612				
VSWR	<2:1				
Gain: LNA	26dB				
Polarisation	Right Hand Circular				
Out of Band Rejection	>40dB (+/- 100MHz f) Notch Filter @787MHz - 23dB				
Operating Voltage	3-5V DC (fed via coax)				
Current	<20mA				
Mechanical Data					
Dimensions (mm) - Installed	Total Height	90 (3.54")			
	Length	243 (9.56")			
	Width	63 (2.48")			
Operating Temp (°C)	-40° / +80°C (-40° / 176°F)				
Material	ASA, Silicone Rubber, Aluminium Alloy				
Colour	Black or White (SHKGW part numbers)				
Ingress Protection	IP69K				
Mounting Info					
Fixing	Panel Mount				
Hole Size (mm)	19 (3/4")				
Cable Data					
Cable Type - All Feeds	FR RG174 (UN ECE R 118 Compliant)				
Dimensions (mm)	Diameter	2.8 (0.11")			
	Length	300 mm (12")			
	GPS/GNSS	FME (f)			
	4G/5G	2 x SMA plug			
	WiFi	4x SMA (f)	3x SMA (f)	2x SMA (f)	-

*Peak gain and efficiency simulated in CST Microwave Studio on 600x600mm (2'x2') ground plane and exclude cable loss.

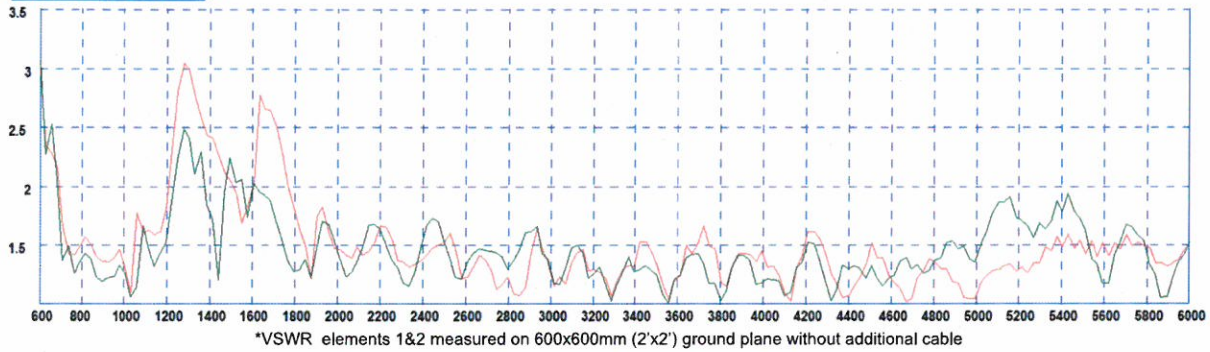
** Isolation measured on a 600x600mm (2'x2') ground plane with 5m (16') of CS32 cable and excludes cable loss.

4G/5G Sharkfin MiMo Antenna SHKG[W]-6-60[-VAR]

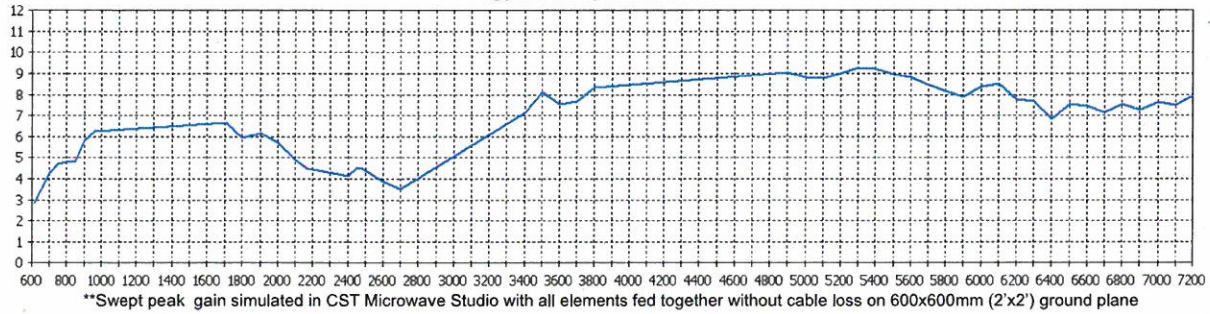
PANORAMA ANTENNAS

Electrical Data on
Ground Plane - Cell

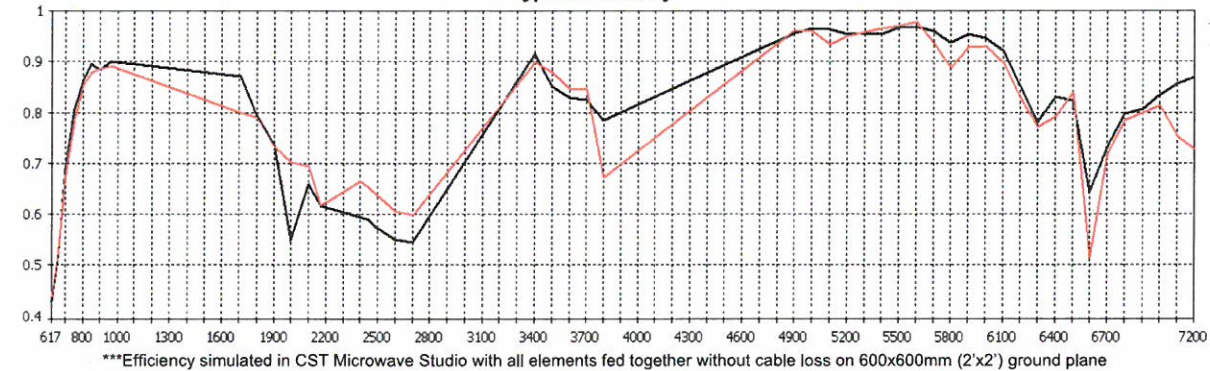
Typical VSWR*



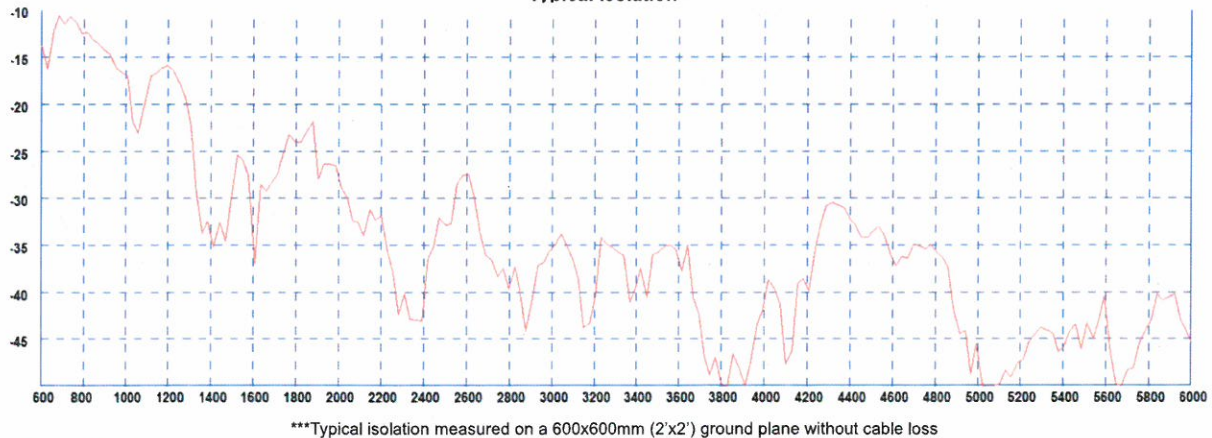
Typical Swept Peak Gain **



Typical Efficiency ***



Typical Isolation ***

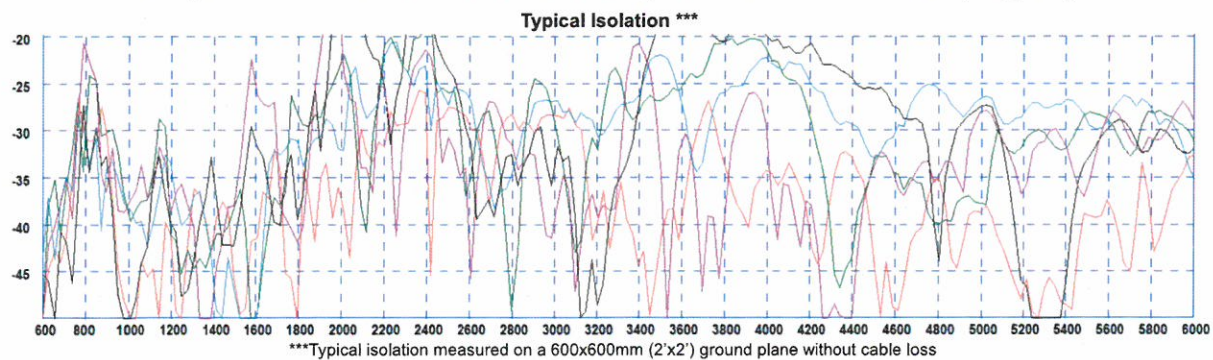
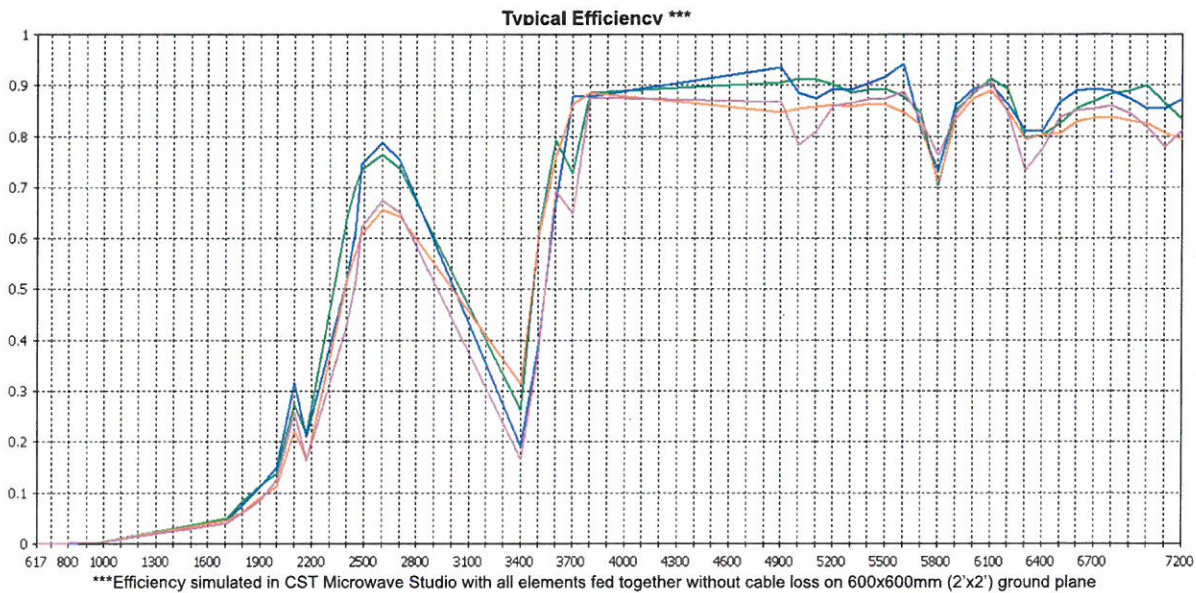
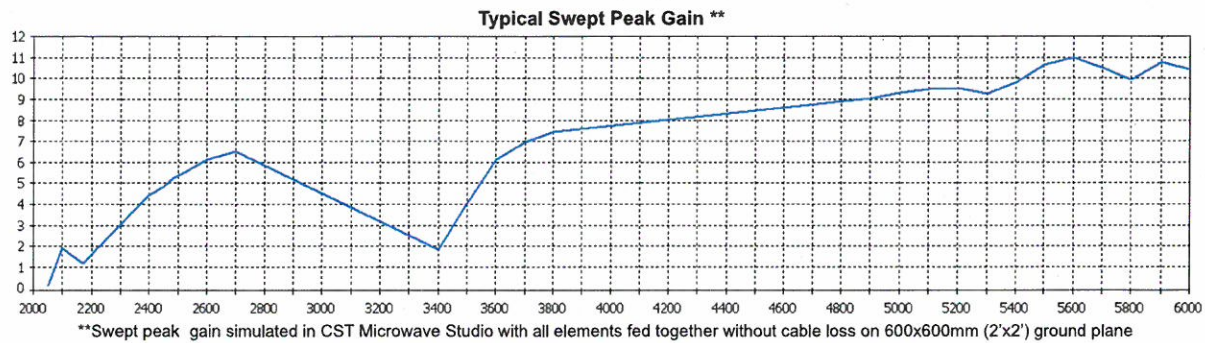
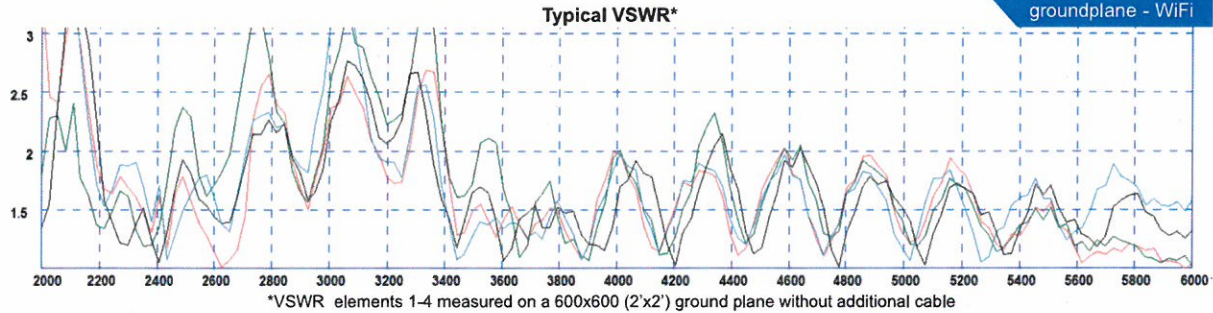


4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

PANORAMA ANTENNAS

Electrical Data -on
groundplane - WiFi



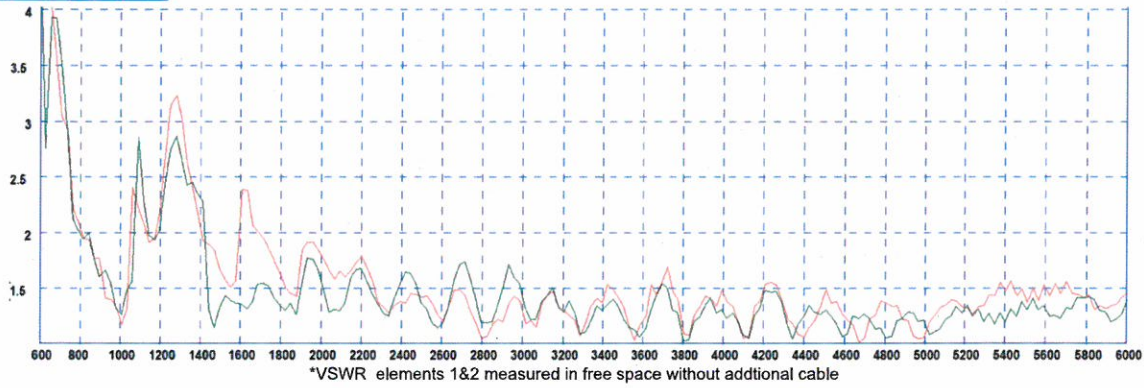
4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

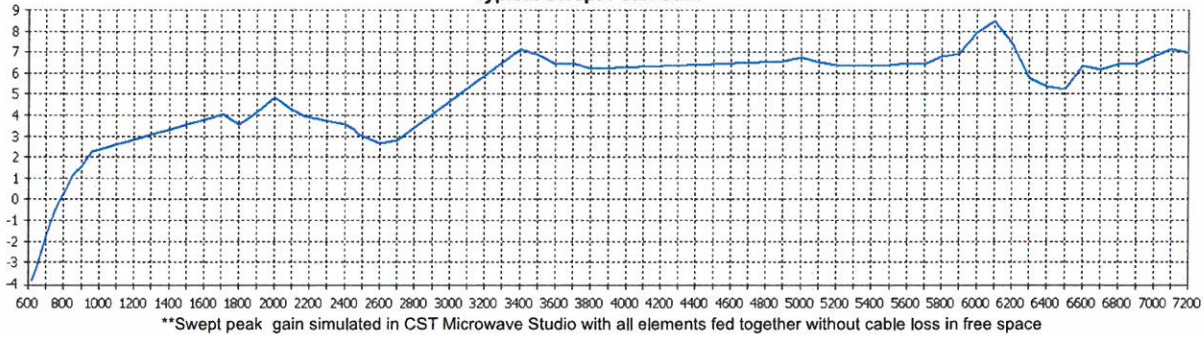
PANORAMA ANTENNAS

Electrical Data in
Free Space - Cell

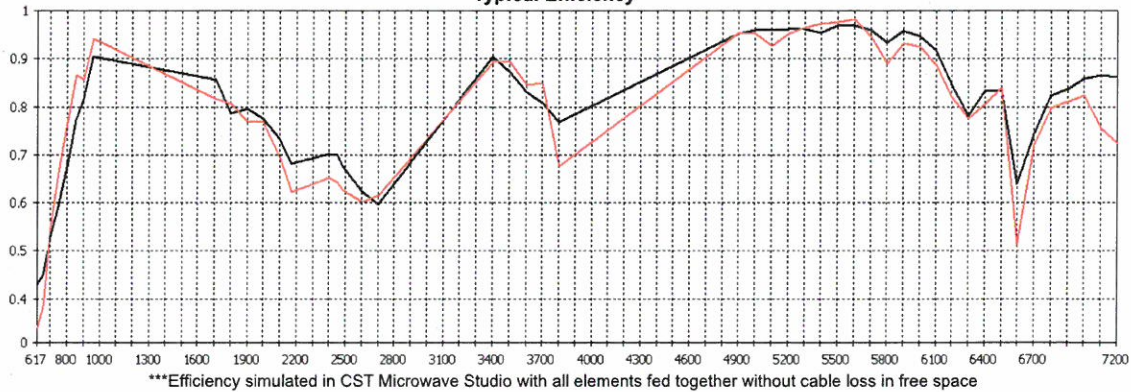
Typical VSWR*



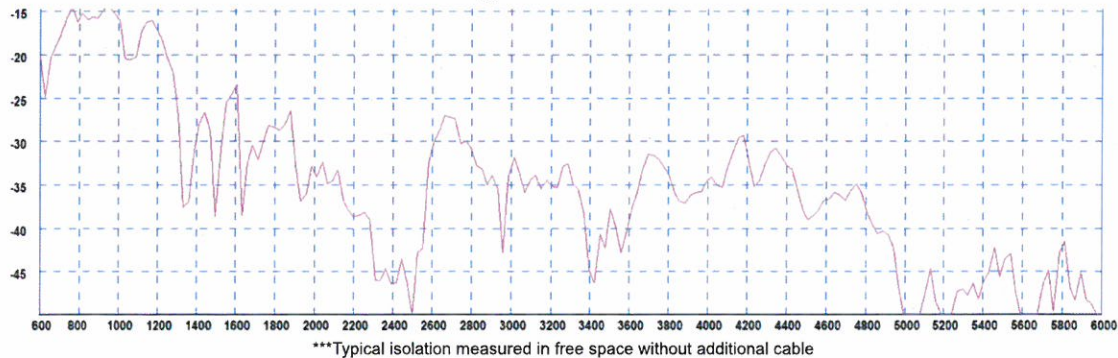
Typical Swept Peak Gain **



Typical Efficiency ***



Typical Isolation ***

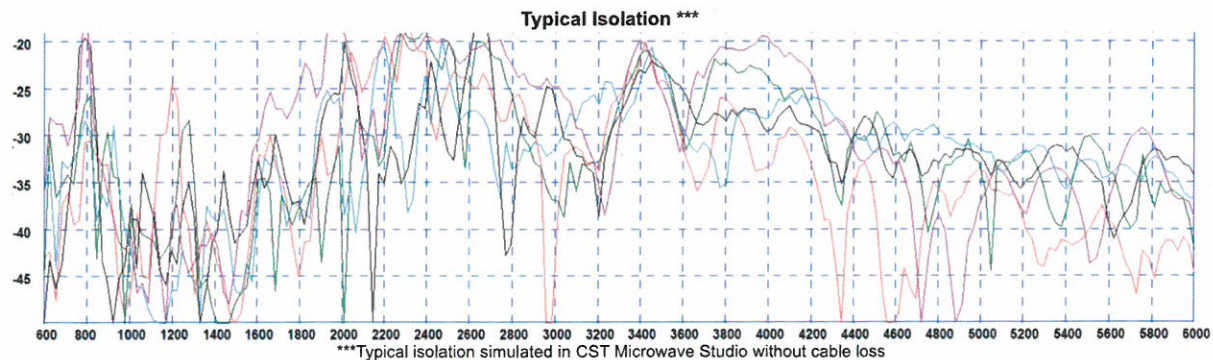
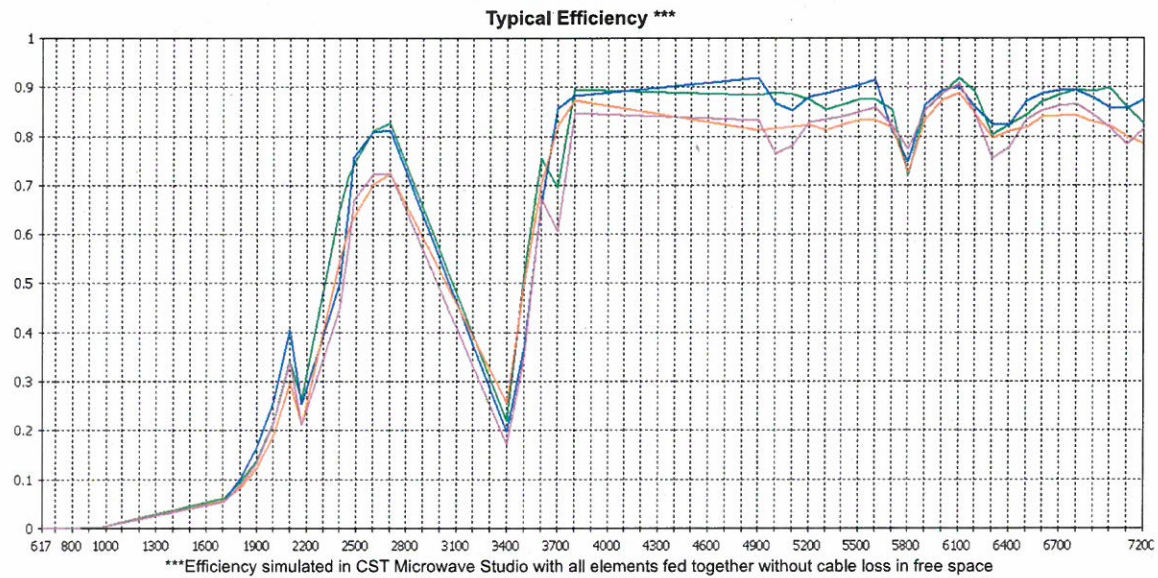
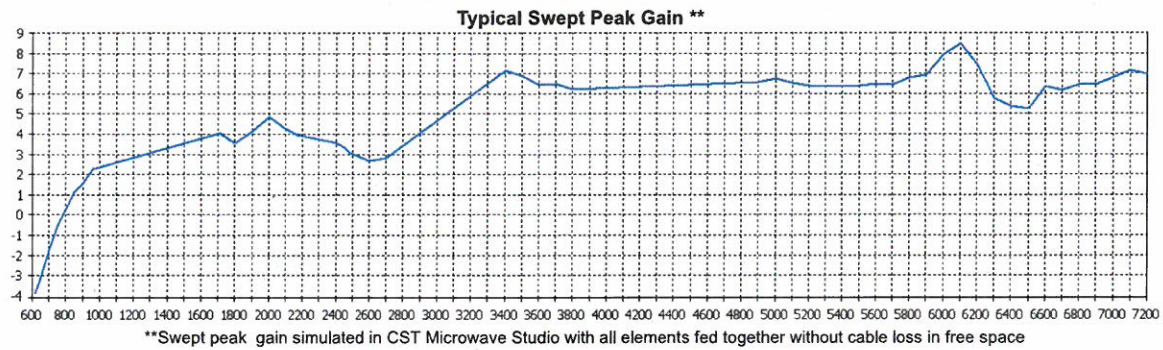
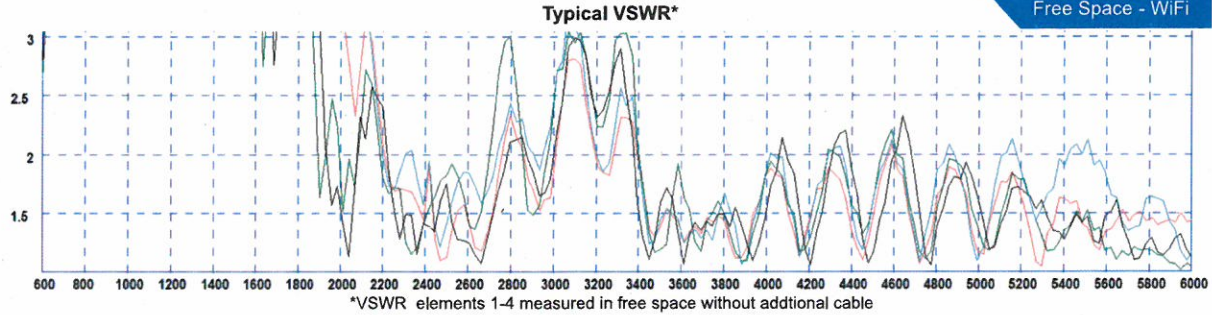


4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

PANORAMA ANTENNAS

Electrical Data -in
Free Space - WiFi



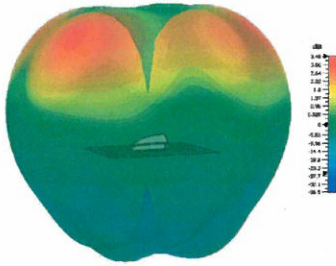
4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

PANORAMA ANTENNAS

3D Patterns on Ground Plane -Cell

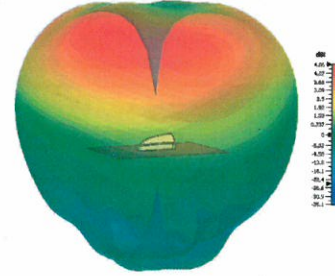
3D Pattern All Elements (650MHz)



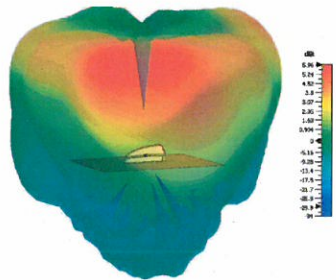
3D Pattern All Elements (750MHz)



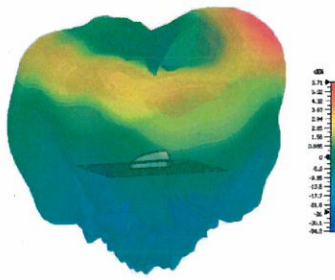
3D Pattern All Elements (850MHz)



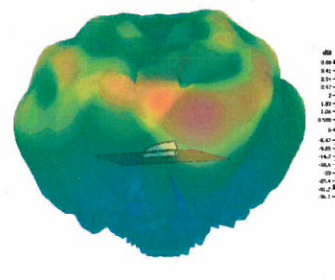
3D Pattern All Elements (1800MHz)



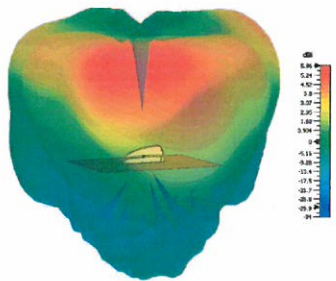
3D Pattern All Elements (2000MHz)



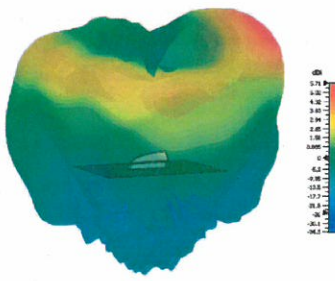
3D Pattern All Elements (2600MHz)



3D Pattern All Elements (3600MHz)

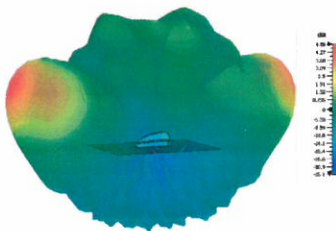


3D Pattern All Elements (5400MHz)

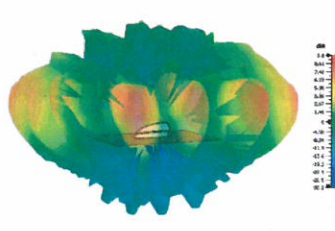


3D Patterns on Ground Plane -WIFI

3D Pattern All WiFi Elements (2450MHz)



3D Pattern All WiFi Elements (5400MHz)



3D Pattern All WiFi Elements (7100MHz)



3D patterns all simulated in CST Microwave Studio with all elements of same type fed together excluding cable loss

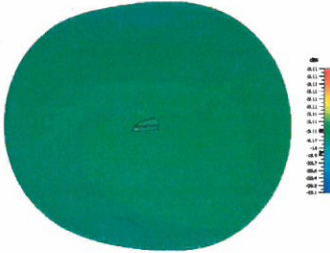
4G/5G Sharkfin MiMo Antenna

SHKG[W]-6-60[-VAR]

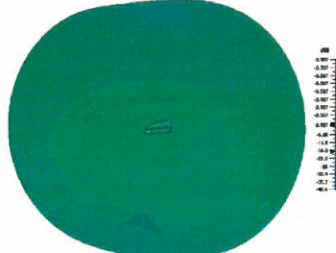
PANORAMA ANTENNAS

Electrical Data -in
Free Space - Cell

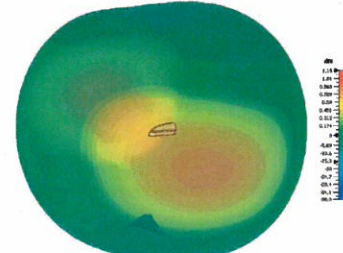
3D Pattern All Elements (650MHz)



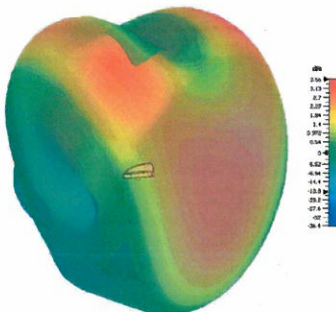
3D Pattern All Elements (750MHz)



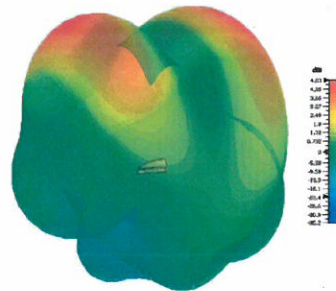
3D Pattern All Elements (850MHz)



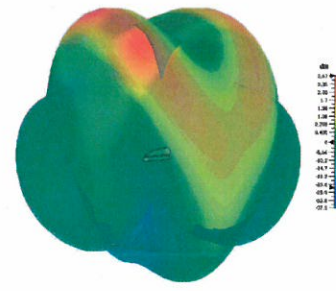
3D Pattern All Elements (1800MHz)



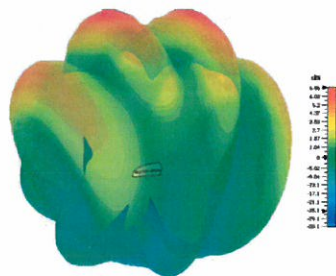
3D Pattern All Elements (2000MHz)



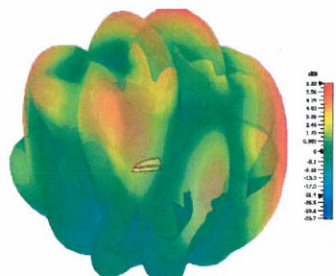
3D Pattern All Elements (2600MHz)



3D Pattern All Elements (3600MHz)

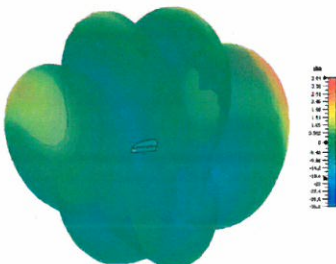


3D Pattern All Elements (5400MHz)

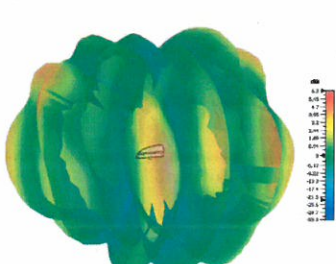


Electrical Data -in
Free Space - WiFi

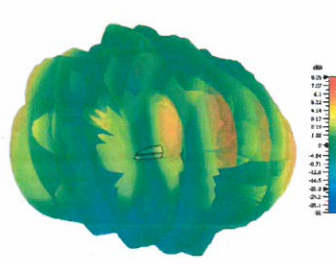
3D Pattern All WiFi Elements (2450MHz)



3D Pattern All WiFi Elements (5400MHz)



3D Pattern All WiFi Elements (7100MHz)

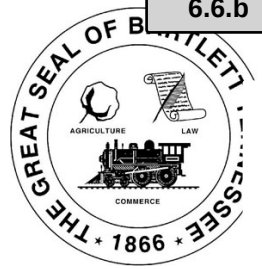


3D patterns all simulated in CST Microwave Studio with all elements of same type fed together excluding cable loss



BARTLETT POLICE DEPARTMENT PATROL SERVICES

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



6.6.b

Supporting Equipment for Police and Fire CAD – RMS Upgrades

Project Description:

- The Board of Mayor and Alderman approved resolution 01-22 on January 13, 2022. This resolution amended the FY2022 General Fund budget to recognize a one-time appropriation to the FY2022 Capital Improvement Program Fund to provide funds for Police and Fire CAD/RMS upgrades. The purpose of this resolution was to support the Police and Fire Department's efforts to fund mobile digital computers and supporting equipment budgeted in the FY2022 Capital Improvement Program.
- The Police and Fire Department are now seeking to purchase a number of Ruggedized Wireless Routers and Multi-Function Antennas that are required to incorporate the department's forthcoming Computer Aided Dispatch and Records Management System. These devices will aid the departments in providing Gigabit-Class LTE connectivity as well as Ethernet and Wi-Fi capabilities to emergency vehicles

State of Tennessee Purchase Contract Options:

- The State of Tennessee, Department of General Service Central Procurement Office has established a wide variety of purchasing contracts, which establishes a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these Contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these Contracts by purchasing directly from the Contractor in accordance with all applicable policies and procedures.

Vendor Selection Process:

- Over the past several months, the Bartlett Police Department has thoroughly reviewed this list of related vendors with purchasing contracts through the State of Tennessee, Department of General Service Central Procurement Office.
- Based upon capabilities, cost comparison, and suitability for our municipality, First Responder Network Authority, or FirstNet, was determined to be the best choice for implementation. FirstNet is an independent government authority mandated to provide a single interoperable platform for emergency and daily public safety communications. FirstNet is built through a first-of-its-kind private-public partnership with AT&T.
- FirstNet built with AT&T is the only Enterprise level Wireless Telecommunications network with dedicated wireless service for First Responders. FirstNet built with AT&T is the only State of Tennessee Contract dedicated to First Responder Telecommunications Services and Equipment. Addition information regarding this contract can be found in the attached SWC# R911 documents.

Attachment: Wireless Routers for BMA (3114 : Purchase of Wireless Access Points)

- Therefore, the Bartlett Police Department seeks to use AT&T Mobility National Account LLC the provider of the described equipment.

6.6.b

Equipment & Cost:

- The Police & Fire Department believes that incorporating (80) Ruggedized Wireless Routers and (80) Multi-Function Antennas will be required to thoroughly integrate the department's forthcoming Computer Aided Dispatch and Records Management System. These devices will be allocated in the following manner:
 - Police Department – (70) Wireless Routers & Multi-Function Antennas
 - Fire Department – (10) Wireless Routers & Multi-Function Antennas
- The Police & Fire Department will incur monthly service fees from AT&T Mobility in order to incorporate these devices. These fees are equivalent to other lines of services that will be canceled and/or reallocated in order to ensure that no budgetary increase is needed for either department.
- AT&T has provided our agency with pricing that is less than that of those provided to the public and far less than that of other vendors listed on the referenced State of Tennessee, Department of General Service Central Procurement Office contract list

The purchase cost for said items are as follows:

Equipment Description- One time charge	Qty	Rate	Amount
IBR900 Compact, ruggedized Gigabit-Class LTE router for in vehicle, with Cloud-Managed networking for first responders, service vans, taxis and other applications. Includes 3yr of NetCloud Manager, Cradlepoint Technical Support, and next day replacement through Cradlepoint	80	(\$786.00 - \$200.00) \$586.00	\$46,880
PANORAMA ANTENNAS, INC. : 5 IN 1 SHKG-6-60-DW SFIN ANT 2xWIFI GNSS-BLK.5m FTD EX CBLs	80	\$265.00	\$21,200
Total			\$68,080

Documentation:

- The following documents are attached for further review:
 - AT&T Mobility Quote
 - FirstNet and Law Enforcement Information
 - SWC# R911 First Responder Telecommunications Services & Equipment Contract
 - IBR 900 Data Sheet
 - SHKG-6-60-DW Data Sheet

Thank you for your consideration,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

Attachment: Wireless Routers for BMA (3114 : Purchase of Wireless Access Points)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

Department: Police

Category: Purchase

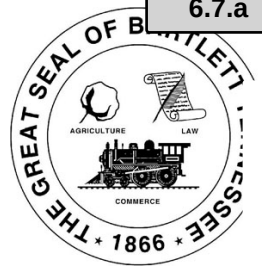
Prepared By: Juliea Goodman

Department Head: Jeff Cox

Request to purchase 40 Sig Sauer M400 rifles and accessories.



BARTLETT POLICE DEPARTMENT URBAN PATROL RIFLE PROPOSAL



6.7.a

Project Notes:

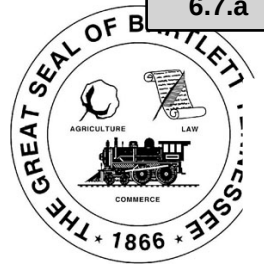
- Due to an increased threat of violence and the prevalence of high-powered weaponry used by offenders in mass casualty incidents across the United States and beyond, the standardized best practice in law enforcement has involved equipping police officers with patrol rifles that are light, easy to operate, reliable, and accurate. Therefore, in 2020, the Bartlett Police Department endeavored to establish a stand-alone Urban Patrol Rifle (UPR) program. Previously, the department utilized a government lease program consisting of Vietnam-era Colt rifles to achieve this ambition. Those rifles were required to be returned in December of 2021 due to government policy changes.
- At the onset of this initiative, Bartlett Police Department Firearms Training Unit representatives evaluated numerous options for the pursued UPR program. After this thorough vetting process, the department chose the Sig Sauer M400 rifle.
- This decision coincided with the Bartlett Police Department's previous 2004 conclusion to exclusively utilize Sig Sauer handguns for all sworn personnel. As a result, the Bartlett Police Department's Firearms Training Unit members have subsequently become certificated Sig Sauer armors for all of the vendor's weapon platforms, including the rifles mentioned above. Moreover, since commencing the program, the department has purchased 59 Sig Sauer M400 patrol rifles and seeks to purchase an additional 40 rifles to outfit all sworn personnel assigned to the Patrol Division.

Vendor Selection Process:

- During the aforementioned vetting process, it was discovered that no vendors other than Accurate Law Enforcement are authorized to sell Sig Sauer products and accessories to law enforcement agencies in the state of Tennessee. As a result, Accurate Law Enforcement has been the sole provider of the previously purchased Sig Sauer M400 rifles and handguns.
- The Sig Sauer Senior Director of Law Enforcement Sales, Matt Farkas, provided a single-source letter confirming that "Accurate Law Enforcement is the only authorized distributor for the sale of SIG products and accessories to law enforcement agencies inside the state of Tennessee."
- Given the countless hours of advanced and comprehensive training that has been placed into the existing UPR program, the Bartlett Police Department desires to maintain a consistent operational response with the continuous implementation of the Sig Sauer M400 rifle. In addition, the subsequent use of the weapon platform further supports the functional necessities for officers in the field, provides a consistent training standard, and allows our educated staff to continue performing regular maintenance on the sought equipment.
- Therefore, the Bartlett Police Department seeks to use Accurate Law Enforcement as the single-source provider of the described equipment.



BARTLETT POLICE DEPARTMENT URBAN PATROL RIFLE PROPOSAL



6.7.a

Cost:

- Accurate Law Enforcement can supply the described rifles, slings, optics, and lights, with a lifetime warranty on these accessories, at the cost of \$1,332.06 per rifle.
- The total purchase price for 40 Sig Sauer M400 rifles and accessories is \$53,282.40. An official quote from Accurate Law Enforcement and the single source letter from Sig Sauer is attached. Funds for this purchase are available in ACN 11042100.939 (Other Equipment).

Thank you for your consideration,

A blue ink signature of Jeff Cox, Chief of Police.

Jeff Cox, Chief of Police
Bartlett Police Department

Attachment: 2022 PATROL RIFLE PURCHASE (3110 : Purchase of Rifles and Accessories)



Subject: Authorized SIG Law Enforcement Distributor

Reference: SIG SAUER, Inc. Contracted Distributor for Tennessee

Effective: March 30, 2022

To Whom It May Concern,

SIG SAUER, Inc. (SIG) hereby confirms that **Accurate Law Enforcement** (located at 3562 Summer Ave., Memphis, Tennessee, USA) is the contracted and authorized SIG Law Enforcement representative for the state of Tennessee. Furthermore, **Accurate Law Enforcement** is the only authorized distributor for the sale of SIG products and accessories to law enforcement agencies inside the state of Tennessee.

Please let me know if any additional information is required.

Respectfully,

M. Farkas

Matt Farkas
Senior Director, Law Enforcement Sales
SIG SAUER, Inc.

Attachment: 2022 PATROL RIFLE PURCHASE (3110 : Purchase of Rifles and Accessories)



ESTIMATE

ACCURATE LAW ENFORCEMENT
3562 SUMMER AVENUE
MEMPHIS TN 38122 US

DATE DUE ESTIMATE #
3/30/2022 4/30/2022

BILL TO
BARTLETT POLICE
DEPARTMENT
3730 APPLING RD
BARTLETT TN 38133

SHIP TO
BARTLETT POLICE
DEPARTMENT
3730 APPLING RD
BARTLETT TN 38133

DESCRIPTION	QTY	RATE	AMOUNT
Firearms:Sig Sauer:Sig Firearms:WRM400-556N-14B-PRO-SBR (F/O)			
Sig Sauer SIGM400, 5.56 NATO, SBR, 14.5IN CB, PRO, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL HG, (1) 30RD AL MAG	40.00	1,013.50	40,540.00
Miscellaneous:Optics - Lasers:SOR52001			
Sig Sauer Romeo 5 Compact Red Dot Sight, 1x20MM	40.00	129.50	5,180.00
Streamlight:69440			
Streamlight 69440 TLR RM 1 - Includes rail locating keys, tail cap switch, remote pressure switch, mounting clips & lithium battery - Box	40.00	131.96	5,278.40
Miscellaneous			
Bravo Company, 3" Polymer Picatinny Rail Section, MLOK Compatible, Black	40.00	9.50	380.00
Miscellaneous			
Magpul MS4 Sling Black (MAG518BLK)	40.00	57.60	2,304.00
Miscellaneous			
Return on Sig Sauer 2 Point Sling	40.00	-10.00	-400.00

53,282.40

Attachment: 2022 PATROL RIFLE PURCHASE (3110 : Purchase of Rifles and Accessories)

SIG SAUER® ACADEMY

Certificate of Achievement

This is to certify that

Josh Pike

has attended the course of instruction in

SIG SAUER M400/M16/M4/AR15 Armorer Certification

and is awarded this certificate in recognition thereof.



Director, SIG SAUER Academy
Steven Gilcreast

December 6-7, 2021
Expires December 8, 2024



Chief Training Officer
Scott Reidy

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase seven in-car video cameras.

 MOTOROLA SOLUTIONS		Motorola Solutions 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Bartlett Police Department - Attention: Billy Hiner			Date:	04-04-22
Project Name:	(7) Vista/4RE			Quote ID:	WDR-0436-05

Qty	Item #	Description
(7)	IV-BND-VW-PX-10	4RE (VISTA WiFi Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, VISTA WiFi Radio Base and Smart PoE Switch. VISTA WiFi sold separately. <u>Hardware</u> • 4RE/VISTA WiFi Bundle • Standard DVR Camera System • HD Panoramic Front Camera • Touch Screen Display • Integrated 200GB automotive grade hard drive • 32GB USB removable thumb drive • Rear facing cabin camera • Internal GPS • 1 Yr Hardware Warranty • Cabling and your choice of mounting bracket. • VISTA WiFi Radio Base • Smart PoE Switch <u>Software</u> • 4RE Firmware • Record-After-the-Fact® (RATF) technology • Multiple Resolution Encoding • H.264 High Profile Video Compression
Subtotal Price (Excluding sales tax)		\$33,285.00

Qty	Item #	Description
(7)	WGA00600-300	Vista Wifi Body Camera (No GPS) • VISTA HD, WiFi Extended Wearable Camera
Subtotal Price (Excluding sales tax)		\$6,965.00

Qty	Item #	Description
(7)	WGA00564-100	VISTA HD, Molle Vest Adapter Clip (with 3mm posts) v2
Subtotal Price (Excluding sales tax)		\$140.00

Attachment: Bartlett (7) Vista no gps molle 4RE 4.4.22 (3113 : In Car Video Camera Purchase for Police Interceptors)

Qty	Item #	Description
(7)	WGA00537-300-KIT	VISTA, USB Charging Base, CE Mark, R2 Kit, incl. Power and USB Cables
Subtotal Price (Excluding sales tax)		\$665.00

Qty	Item #	Description
(7)	IV-ACK-WF-CP-DM	MikroTik Configured Wireless Kit, 802.11n, Drill Mount - MikroTik Configured Wireless Kit, 4RE In-Car 802.11n - Radio, Antenna, PoE, 2-10' Ethernet Cables - Drill Mount
Subtotal Price (Excluding sales tax)		\$1,400.00

Qty	Item #	Description
(7)	IV-ACK-AU-HF-NB	Hi-Fi Microphone Kit (Bundled with 4RE or M500 kit) Non-Mutable v.2, Universal and All-in-One Mounting Brackets - Hi-Fi Microphone Kit (Bundled with 4RE or M500) Non-Mutable v.2 - Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna - Cable Assembly, DVR to Hi-Fi MIC, 180" - Universal and All-in-One Mounting Brackets
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(7)	WGW00124	Warranty, 4RE, In-Car, 1st Year (Months 1-12)
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(7)	WGP02400-100	Evidence Library 4 Web 4RE In-Car Device License Key
Subtotal Price (Excluding sales tax)		\$1,050.00

Qty	Item #	Description
(7)	WGP02400-300	Evidence Library 4 Web 4RE Combo-Discount Device License Key
Subtotal Price (Excluding sales tax)		\$525.00

Qty	Item #	Description
(7)	FRT-BWC-01	Shipping - BWC Unit Freight delivery for each Body Worn Camera Unit
Subtotal Price (Excluding sales tax)		\$105.00

Attachment: Bartlett (7) Vista no gps molle 4RE 4.4.22 (3113 : In Car Video Camera Purchase for Police Intecepters)

Qty	Item #	Description
(7)	FRT-ICV-01	Shipping - ICV Unit Freight delivery for each In Car Video Unit
Subtotal Price (Excluding sales tax)		\$175.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by:

Dana Reynolds - Customer Engagement Representative - 469-525-0242 - dana.reynolds@motorolasolutions.com

Total Price	\$44,310.00 (Excluding sales tax)
--------------------	--

Attachment: Bartlett (7) Vista no gps molle 4RE 4.4.22 (3113 : In Car Video Camera Purchase for Police Inteceptors)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/12/22 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase of seven 2022 Dodge Charger Police Pursuit Vehicles.



BARTLETT POLICE DEPARTMENT PATROL DIVISION

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



6.9.a

Chief Cox,

The Patrol Division respectfully requests to purchase (7) 2022 Dodge Charger Police Vehicles. Because of a recent budget amendment, these items have been allocated in our current fiscal year. Funds for this purchase are subject to BMA approval of the proposed CIP transfer.

Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to the global supply chain issues, the vast majority of dealers are unable to fulfil this purchase. In addition, vendors who may have this type of vehicle in stock are requiring a sale price of equal too or higher than the manufacturer's suggest retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply 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 provided the state contracted price of \$29,412 per vehicle. Columbia CDJR will order these vehicles and estimates a delivery time of one to six months. The total cost for this purchase is \$205,884.

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

Respectfully,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

Attachment: 7 Patrol Chargers Request (3111 : Police Vehicle Purchase, State Contract)



WWW.CDJRCOLUMBIA.COM

865-719-0014

106 S. James Campbell, Columbia, TN 38401

Quote RAMQ4412-01

Prepared For:

Bartlett Police Department
Chris Golden
Phone: (901) 385-5539
3730 Appling Road
Bartlett, TN 38133
cgolden@bartlettspolice.org

Prepared By:

Russell Alan Moles
Regional Fleet Sales Manager
Phone: 865-719-0014
Fax: 865-684-4911
Email: rmoles@cdjrcolumbia.com



Below is the interactive version of the quote, you can choose options and see the quote totals. If you make modifications they will not be reflected in the attached PDF. Please Request an Updated PDF if required.

Please note that pricing is valid for current model year production only. Any Equipment & Installation not directly produced in vehicle by Fiat-Chrysler Automobile are installed at customer request and for the convenience of the customer. These Items are covered and guaranteed by the respective manufacturer and installer, not by TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat please contact 3rd party installer directly for warranty and questions regarding installations.

White is the standard color unless Specified Otherwise on Purchase Order

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
1	CHARGER POLICE AWD (LDEE48)		\$28,507.00	\$28,507.00
Engine & Transmission				
1	3.6L V6 24V VVT Engine		\$0.00	\$0.00
1	8-Spd Auto 850RE Trans (Make)		\$0.00	\$0.00
Exterior Paint Color Options				
- Color Representations Only Equipment / Wheels Vary				
☐	1 White Knuckle Clear Coat		\$0.00	\$0.00
☐	1 Bright Silver Metallic Clear Coat		\$0.00	\$0.00
☐	1 Granite Crystal		\$95.00	\$95.00
☒	1 Pitch Black		\$0.00	\$0.00
Factory Installed Options				
1	HD Cloth Bucket Seats w/Vinyl Rear		\$120.00	\$120.00
1	Fleet Safety Group GPB Blind Spot Pwr Fold Pursuit Mrrs NHJ Exterior Mirrors w/Heating Element XAN Blind Spot and Cross Path Detection		\$350.00	\$350.00
1	Deactivate Rear Doors/Windows		\$75.00	\$75.00
1	Additional Non-Key Alike Fobs (6) Additional FOB KEYS		\$150.00	\$150.00

1	Black Left Spot Lamp	\$210.00	\$210.00
---	----------------------	----------	----------

Dealership Options & Charges

1	DRIVER DELIVERY TO CUSTOMER	\$0.00	\$0.00
1	PACK - FIXED COST & OVERHEAD	\$0.00	\$0.00

Update Totals

SubTotal:	\$29,412.00
Shipping:	\$0.00
Sales Tax:	\$0.00
Total:	\$29,412.00

Ready to Accept?**Order Confirmation**

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Orders not in dealer stock are subject to production by Fiat-Chrysler Automobile

☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 143.170.97.130

PO Number

(A Faxed PO is Required.)

Comments

Email Address cgolden@bartlettspolice.org

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

Click to Accept

Have Questions?**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.



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

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

Edison Contract Number 72308
 Vendor Number 0000141027
 Vendor Contact Information 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

Wilson County Motor Co. (All Regions)

Edison Contract Number 72307
 Vendor Number 0000000869
 Vendor Contact Information Danielle Rodriguez, Fleet Manager
 (615) 444-9642

Central Procurement Office • Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Tel: 615-741-1035 • Fax: 615-741-0684 • tn.gov/generalservices/

Attachment: 7 Patrol Car Documents (3111 : Police Vehicle Purchase, State Contract)

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**Ford of Murfreesboro (All Regions)**

Edison Contract Number

72320

Vendor Number

0000141024

Vendor Contact Information

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

72318

Vendor Number

0000146108

Vendor Contact Information

Lonnie Cobb, LLC (All Regions)

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

Company Name**Ted Russell Ford Inc. (All Regions)**

Edison Contract Number
Vendor Number
Vendor Contact Information

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**Cumberland International (All Regions)**

Edison Contract Number
Vendor Number
Vendor Contact Information

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**Worldwide Equipment of TN, Inc (All Regions)**

Edison Contract Number
Vendor Number
Vendor Contact Information

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 \(microsoft.com\)](#)

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/general-services/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.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.37.2. **Workers' Compensation and Employer Liability Insurance.**

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by

accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
1. The Contractor employees fewer than five (5) employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.37.3. Commercial General Liability Insurance.

- a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

- 7.38. Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

- 7.39. Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary

steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- 8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- 8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

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

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

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

- 8.4. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the

goods and transfer title in the goods to any third parties.

8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 2. Any pricing related to the new lines, items, or options;
 3. The expected effective date for the availability of the new lines, items, or options; and
 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

8.6. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

8.7. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after

delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.