



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, July 8, 2025 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Jeremy Wilson, Legacy Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 10 at 6 p.m.

YMCA Advisory Board, July 14 at 6 p.m.

Bartlett Arts Council, July 15 at 6 p.m.

Design Review Commission, July 15 at 6:30 p.m.

Historic Preservation Commission, July 21 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

- 1 Minutes of the June 24, 2025 Board of Mayor and Aldermen Regular Meeting**

CONSENT AGENDA

- 1 Bid for Above Ground Storage Tank. (Matt Crenshaw, Director of Public Works)**

Recommend accepting the bid from The Southern Company for an above ground storage tank at the Ellendale location.

- 2 Purchase four 2025 Chevy Silverado 1500 Double Cab Pickups. (Matt Crenshaw, Director of Public Works)**
Recommend approval to purchase four Chevy Silverado 1500 Double Cab Pickups from Alan Jay Fleet Sales through the State of Tennessee vehicle contract.
- 3 Purchase an Automatic Refuse Garbage Truck. (Matt Crenshaw, Director of Public Works)**
Public Works recommends approval to purchase one automatic refuse garbage truck from Labrie Environmental Group through Sourcewell contract # 110223-LEG.
- 4 Purchase a 2026 GMC Canyon Crew Cab Pickup 4WD. (Paul Wright, Director of Parks and Recreation)**
Recommend purchasing a 2026 GMC Canyon Crew Cab 4WD using the State of Tennessee vehicle contract from Alan Jay Fleet Sales for \$41,709.00. Funds are available in Account 311.48311.785.50726
- 5 Purchase a 2024 Genie TZ-34/20 towable boom lift. (Paul Wright, Director of Parks and Recreation)**
Recommend purchasing a 2024 Genie TZ-34/20 towable boom lift using the Sourcewell contract (02093-TER) from Aerial Titans for \$31,039. Funds are available in Account 311.48311.785.50726.
- 6 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Eighteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 7 Financial Report for May 2025. (Dick Phebus, Director of Finance)**

NEW BUSINESS

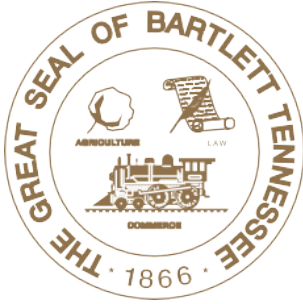
- 1 Resolution 24-25, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Buy Board. (Dick Phebus, Director of Finance)**
- 2 Resolution 25-25, a resolution to amend the Fiscal Year 2025 General Fund Budget to recognize a \$5,111 cash donation from the Lowe's Home Improvement B2B program and appropriate the funds for the Bartlett Police Department. (Dick Phebus, Director of Finance)**

3 Resolution 26-25, a resolution to amend the Fiscal Year 2025 Bartlett City General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes Tuesday, June 24, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

Present: Alderman Robert Griffin, Alderman David Reaves, Alderman Monique Williams, Alderman Kevin Quinn

Absent: Alderman Brad King, Alderman Jack Young

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Bartlett Station Commission, July 2 at 7:30 a.m.

City Beautiful Commission, July 3 at 6:30 p.m.

Family Assistance Commission, July 7 at 6 p.m.

Planning Commission, July 7 at 6:30 p.m.

RECOGNITIONS

Bartlett City Beautiful Plant Sale Presentation

City Beautiful Commission Chair Tommie Jean Moore informed those present that the annual Bartlett Plant Sale made \$11,223.20. She thanked City employees Jonathan Walker and Debbie Gelineau for their assistance. She stated that the Commission's goal is for Bartlett to be clean, green, and beautiful.

Bartlett Police Charitable Foundation Presentation

President of the Bartlett Police Charitable Foundation announced that their recent Police Week 5k had over 750 participants and raised \$52,000 which was donated to COPS, Concerns of Police Survivors.

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

MINUTES ACCEPTANCE

1 Minutes of the June 10, 2025 Board of Mayor and Aldermen Meeting

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman Griffin
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

CONSENT AGENDA

	Passed
Result:	
Mover:	Alderman David Reaves
Second:	Alderman Griffin
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

1 Bid for Fire Department Uniforms. (Tommy Gately, Fire Chief)

Recommend accepting the bid from MidSouth Solutions for the purpose of fire uniform items beginning July 1, 2025.

2 Bid for Wastewater Clarifier Overhaul (John Horne, Director of Engineering)

Recommend accepting the bid from Chris Hill Construction for wastewater treatment plant clarifier overhaul project.

3 Purchase of Water Pumps (John Horne, Director of Engineering)

Request authorization to purchase a backup US 64 booster water pump, a replacement High Service pump, a backup high service pump, and two back up water well pumps in a total amount of \$83,348.00. Funds are available in 510.51200.945.

4 Property, general liability, auto, workers' compensation, and other insurance renewals. (Dick Phebus, Director of Finance)

Recommend Public Entity Partners insurance renewals for FY2026. (Dick Phebus, Director of Finance)

5 Financial Report April 2025. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$100,937,114
Year-to-date Expenditures	\$ 83,546,434
Budgeted Revenues	\$100,937,114
Year-to-date Revenues	\$ 87,351,058

NEW BUSINESS

1 Appoint Courtney Sims to the Historic Preservation Commission. (David Parsons, Mayor)

Result:	Passed
Mover:	Alderman Robert Griffin
Second:	Alderman Reaves
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

2 Set a public hearing for July 22, 2025 for Resolution 19-25, a resolution approving a Special Use Permit to Allow a Residential Mixed-Use Development to be located at the northeast corner of Highway 70 and Highway 64, within the “SC-1” Planned Unit Commercial Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Alderman Reaves asked the Developer Keith Grant if there were any plans that did not include apartments. Mr. Grant indicated there were not, but they would be bringing some changes to their plan before the Board on July 22.

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman Griffin
Ayes:	David Parsons, Robert Griffin, Monique Williams
Nays:	David Reaves, Kevin Quinn
Abstains:	None

- 3 Resolution 21-25, a resolution to amend the fiscal year 2025 Grant Fund budget to provide for transfer of FEMA grant funds to Solid Waste Fund. (Dick Phebus, Director of Finance)**

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman Griffin
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

- 4 Resolution 22-25, a resolution to revise and update several sections of the Personnel Policies for the City of Bartlett, Tennessee. (Lori Von Bokel-Amin, Chief Human Resources Officer)**

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman Williams
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

- 5 Resolution 23-25, a resolution to adopt Amendment No. 3 to the City of Bartlett Tennessee Retirement Plan. (Lori Von Bokel-Amin, Chief Human Resources Officer)**

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman Griffin
Ayes:	Robert Griffin, David Reaves, Monique Williams, Kevin Quinn
Nays:	None
Abstains:	None

OPEN DISCUSSION

Chief Information Officer Todd Halford and Director of Community Relations Debbie Gelineau announced Food Truck Friday on June 27 and the Fireworks Extravaganza on July 3.

Gregory Williams, 7223 Santa Cruz Dr. in reference to Res. 19-25, asked the Board if the

developer could modify the plan to move apartments away from the Little Bears facility and perhaps even develop houses instead of apartments.

Jenilee Mann, 8768 Craddle Hill Cove, also in reference to Res. 19-25, suggested the developer consider a 55 and up community for that location and build townhomes or single family units and move the apartment section closer to Highway 64.

Cindy Cromwell, 8601 Highway 70, presented the Board with a petition against the special use permit for Res. 19-25. She is against apartments overlooking the playground of Little Bears Preschool.

ADJOURNMENT

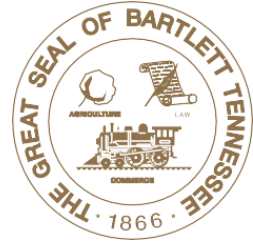
Adjourned at 6:31 p.m.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Recommend accepting the bid from The Southern Company for an above ground storage tank at the Ellendale location.

Formal Body:

On April 15, 2025, an ad was placed in *The Daily News* and on the City website. On May 27, 2025, the City of Bartlett received one bid, which was opened at City Hall.

The Southern Company	\$237,206.81
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We recommend awarding the bid to The Southern Company for a total of \$237,206.81.

Funds are available in account 311.48311.780.311.26.

Thank you for your consideration.

Attachments:

Bid Specs- Above Ground Storage Tanks- Ellendale 7662 Hwy 70 (2), Bid Specs- Above Ground Storage Tanks- Ellendale 7662 Hwy 70



Sales Quote

3101 Carrier St.
Memphis, TN 38116
Phone#: (800) 264-7626
Support@socomemphis.com

535 Daybrite Rd.
Tupelo, MS 38801

Order Number: 4002479
Order Date: 1/28/2025

Sold To:
CITY OF BARTLETT
3585 ALTRURIA RD
MEMPHIS, TN 38135-2544

Ship To:
CITY OF BARTLETT
7662 Hwy 72
Memphis, TN 38133

****CORE ITEMS MUST BE RETURNED WITHIN 14 DAYS FOR CREDIT ****

Customer P.O.		Customer No.	Terms	Date Shipped	Ship VIA	Sales Rep
		04-4000000308	DUE	04/28/2025		MATT REISINGER
Qty Ordered	Qty Shipped	Item Number	Description	Unit Price	Ext. Amount	
1.00	0.00	/003-1004	AST 8000G split 4 / 4	38,965.00	38,965.00	
2.00	0.00	352-3008	PIPE BLK 3IN X 8FT FOR VENT TH	202.00	404.00	
1.00	0.00	594-0624	3IN PRESSURE VACUUM VENT	316.48	316.48	
1.00	0.00	572-0132	3IN UPDRAFT VENT	71.33	71.33	
1.00	0.00	572-0513	CONT SPILL AST 15 GAL 3IN DUAL	1,991.79	1,991.79	
2.00	0.00	572-3246	3IN SWINGING CHECK VALVE ROUN	643.35	1,286.70	
2.00	0.00	596-0038	3IN ALUM ADAPTER M X M THRD 63	34.91	69.82	
2.00	0.00	596-0050	KAMLOCK 3IN ALUM DUST CAP	30.90	61.80	
2.00	0.00	572-9105	OVERFILL PREVENTION VALVE 3IN	1,580.00	3,160.00	
2.00	0.00	572-0417	3IN X 7FT 9IN DROP TUBE ALUMIN	201.95	403.90	
1.00	0.00	704-0024	3/4 HP QUICK SET PUMP P75U1 RJ	2,809.00	2,809.00	
1.00	0.00	704-0134	1.5 HP QUICK SET PUMP P150U1 R	3,479.00	3,479.00	
2.00	0.00	704-2000	RELAY CONTROL BOX 115 COIL	253.00	506.00	
2.00	0.00	572-0192	2IN VITON SOLENOID VALVE	1,483.59	2,967.18	
2.00	0.00	352-2002	BALL VALVE 2IN BRASS PIPE FBV	120.95	241.90	
2.00	0.00	312-2663	ATLAS 9853KX DF SINGLE SIDE L	8,200.00	16,400.00	
2.00	0.00	312-5818	RESISTOR ASSEMBLY 115V	63.00	126.00	
						Continued



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Memphis, TN 38133

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		04-4000000308	DUE	04/28/2025		MATT REISINGER
Qty Ordered	Qty Shipped	Item Number	Description	Unit Price	Ext. Amount	
2.00	0.00	572-4340	AST PEDESTAL 34X21X16.13 STABI	2,028.33	4,056.66	
2.00	0.00	572-4341	1.5IN CONNECTION BOOT	56.08	112.16	
2.00	0.00	572-4342	3/4IN CONNECTION BOOT	51.30	102.60	
1.00	0.00	320-0070-03	IRPCO HOSE 3/4IN X 14FT SAME A	115.96	115.96	
1.00	0.00	092-1076	COUPLED SWIVEL/BRKAWAY 3/4 IN	175.66	175.66	
1.00	0.00	594-0190	NOZZLE UNLEADED AUTO 3/4IN GRE	124.84	124.84	
1.00	0.00	/003-1004	IRPCO HOSE W/ STAT 1in X 14FT	209.81	209.81	
1.00	0.00	594-0129	1IN HIGH SPEED AUTO NOZZLE WIT	253.74	253.74	
2.00	0.00	594-0015	1IN COMBO SWIVEL BREAKAWAY	311.57	623.14	
2.00	0.00	572-0922	2IN CLOCK GAUGE WITH ALARM STN	1,512.66	3,025.32	
3.00	0.00	495-3001	TP HAZ D HAZARD DECAL NFPA 704	12.50	37.50	
3.00	0.00	495-2001	TP HAZ D HAZARD DECAL NFPA 704	12.50	37.50	
6.00	0.00	495-0008	DECAL 4IN X 14IN NO SMOKING RE	4.50	27.00	
4.00	0.00	495-0022	DECALS 4INX 14IN GASOLINE RED	2.69	10.76	
3.00	0.00	495-0044	DECALS ON ROAD DSL D-63	2.66	7.98	
2.00	0.00	495-0012	STOP ENGINE NO SMOKING VERTICA	5.00	10.00	
1.00	0.00	495-0039	EMERG SHUT OFF SWITCH 12IN X 8	17.98	17.98	
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Customer P.O.		Customer No.	Terms	Date Shipped	Ship VIA	Sales Rep
		04-4000000308	DUE	04/28/2025		MATT REISINGER
Qty Ordered	Qty Shipped	Item Number	Description	Unit Price	Ext. Amount	
1.00	0.00	495-0033	IN CASE OF FIRE ALUM SIGN 10.7	66.00	66.00	
1.00	0.00	632-0007	STOP EMERGRNCY TWIST RELEASE L	206.23	206.23	
14.00	0.00	315-0100	PIPE BLACK BUMPER POST 6INX7FT	232.14	3,249.96	
14.00	0.00	898-1984	BOLLARD COVER 7IN X 52IN YELLO	93.50	1,309.00	
1.00	0.00	908-9201	TLS-450PLUS CONSOLE 8IN TOUCHS	4,152.00	4,152.00	
1.00	0.00	908-1302	TLS450 PLUS OPERATING SW	4,362.00	4,362.00	
1.00	0.00	908-3341	CENTRALIZED DEVICE MANAGEMENT	107.00	107.00	
1.00	0.00	908-3351	KIT UNI IN/OUT INTERFACE MOD T	2,228.00	2,228.00	
2.00	0.00	/003-1004	TLS450+ SS PROBE, 0.1 MAG PLUS	5,001.86	10,003.72	
2.00	0.00	/003-1004	INSTALL KIT,MAG PLUS 4" FLOAT	643.98	1,287.96	
2.00	0.00	/003-1004	4" NPT RISER CUP & RING KIT	447.00	894.00	
2.00	0.00	/003-1004	MAG PROBE INSTALL KIT AST	358.97	717.94	
2.00	0.00	/003-1004	SUMP SENSOR 12' CABLE	598.23	1,196.46	
3.00	0.00	710-0006	ISLAND FORM 3FT X 3FT X 13IN 6	198.20	594.60	
1.00	0.00	/001-0002	CONSTRUCTION LABOR	45,494.00	45,494.00	
1.00	0.00	/001-0005	ELECTRICAL LABOR	46,325.00	46,325.00	
1.00	0.00	/001-0003	WELDED PIPE	26,233.00	26,233.00	
						Continued



Order Number: 4002479
Order Date: 1/28/2025

Ship To:
CITY OF BARTLETT
7662 Hwy 72
Memphis, TN 38133

****CORE ITEMS MUST BE RETURNED WITHIN 14 DAYS FOR CREDIT****

THE SOUTHERN CO., INC WARRANTY IS LIMITED TO THE ORIGINAL MANUFACTURES WARRANTY AND DOES NOT IMPLY ANY ADDITIONAL WARRANTY. PAST DUE ACCOUNTS ARE CHARGED INTEREST AT THE PERIODIC RATE OF 1.5% PER MONTH A.P.R. OR THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS. IN THE EVENT OF DEFAULT, PURCHASER SHALL BE RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING BUT NOT LIMITED TO, ATTORNEYS FEES AND COURT COSTS. SUBJECT TO ALL THE SOUTHER CO., INC.'S TERMS AND CONDITIONS, AVAILABLE UPON REQUEST.

Net Order:	237,206.81
Freight:	0.00
Sales Tax:	<u>TAX ERROR</u>
Order Total:	237,206.81

EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, John Matthew Reisinger for and on
(Printed name of Principal Officer of Company)
behalf of The Southern Company,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

[Signature]
Signature (Principal Officer)

Government Account Manager
Title:

Sworn to and subscribed before me, a Notary Public, this 27th day of

May, 2025.

Cynthia D. Steele
Notary Public

My Commission Expires: May 05, 2027



EXHIBIT C

REFERENCES

The Southern Company
Company Name (Proposer/Contractor)

References for three municipalities:

1. Reference Name: Derrick Phillyaw / Fleet Mng.

Municipality Name: City of Memphis

Contact Name: Derrick Phillyaw / General Service Veh. Cntr.

Address: 2981 Julius Lewis Dr. Memphis, TN 38118

Phone: (901) 356-6631

Email: derrick.phillyaw@memphistn.gov

2. Reference Name: Chris Barnes / Facilities Maintenance Mng.

Municipality Name: Town of Arlington

Contact Name: Chris Barnes / Public Works Dept.

Address: 11475 Memphis-Arlington Rd. Arlington TN 38002

Phone: (901) 233-0373

Email: charnes@townofarlington.org

3. Reference Name: Por Chin / Engineering Project Mng.

Municipality Name: Memphis International Airport

Contact Name: Por Chin

Address: 2491 Winchester Rd, Suite 113 Memphis, TN 38114

Phone: (901) 922-8043

Email: pchin@flymemphis.com

Note: This Qualifications & References sheet must be returned with the Proposal.

EXHIBIT D

PUBLIC ACTS 109

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

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

Southern Company

Company Name (Proposer/Contractor/Proposer)



Print Name John M. Reisinger

Signed [Signature]

Title Government Account Manager

Subscribed and sworn before me this 27 day of May, 2025.

Signed Cynthia D Steele Print Name Cynthia Steele

Title Notary

My commission expires: May 05, 2027.

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

EXHIBIT E

PUBLIC ACTS 775

(Boycott of Israel Act)

"By submission of this bid, each bidder and each person signing on behalf of any supplier certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1." (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.775.php](http://tnsos.org/acts/PublicActs.775.php).

Print Name John M. Reisinger

Signed [Signature]

Title Government Account Manager

Subscribed and sworn before me this 27th day of May,
2025.

Signed [Signature]

Print Name Cynthia D. Steele

Title Notary

My commission expires: May 05, 2027.



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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>Magnolia Station Holdings, LLC</u>	
	2 Business name/disregarded entity name, if different from above. <u>SoCo Holdings, LLC dba The Southern Co.</u>	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u>P</u> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. <u>3101 Carrier St</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Memphis, TN 38114</u>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

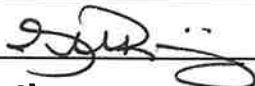
Social security number								
			-				-	
or								
Employer identification number								
8	7	-	3	2	1	2	5	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>5/26/25</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2025

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 have ADDITIONAL INSURED provisions or 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 RCP, Alera Group, LLC 8182 Maryland Ave. Suite 250 Clayton MO 63105	CONTACT NAME: Julie Schafer PHONE (A/C, No, Ext): 314-300-9516 FAX (A/C, No): E-MAIL ADDRESS: jschafer@rcpholdings.com												
INSURED StationServ Holdings LLC 2101 Cedar Springs Rd, Suite 1600 Dallas TX 75201	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Nautilus Insurance Company</td><td>NAIC # 17370</td></tr><tr><td>INSURER B: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER C: Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Nautilus Insurance Company	NAIC # 17370	INSURER B: Old Republic Insurance Company	24147	INSURER C: Starr Indemnity & Liability Company	38318	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Nautilus Insurance Company	NAIC # 17370												
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INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 1766394279 **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:	Y	Y	ECP2036546-13	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	MWTB 316604 24	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	FFX2036547-13	11/1/2024	11/1/2025	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	N/A	MWC 316602 24	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability	Y	Y	ECP2036546-13	11/1/2024	11/1/2025	Each Occurrence 1,000,000
A	Professional Liability	Y	Y	ECP2036546-13	11/1/2024	11/1/2025	Each Claim 1,000,000
C	Leased/Rented Equipment	Y	Y	ITL100065325224	11/1/2024	11/1/2025	Limit 100,000

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

Additional Insureds -

StationServ Holdings LLC
American Petroleum, LLC
B&J Titus Holdings, LLC
Magnolia Rose Holdings, LLC
Perry & Sons Holdings, LLC
Petroleum Equipment Holdings, LLC dba Durands Testing Services Inc.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Premier Project Management LLC,
as agent for Ashford TRS Memphis LLC
14185 Dallas Parkway Suite #1400
Dallas TX 75254

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

Nicholas Koennemann

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RCP, Alera Group, LLC		NAMED INSURED StationServ Holdings LLC 2101 Cedar Springs Rd, Suite 1600 Dallas TX 75201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

SoCo Holdings, LLC
 StationServ Corporation
 StationServ Management, LLC
 Jones Pump LLC
 SoCo Holdings, LLC dba The Southern Co.
 dba East Texas Pump Service
 Ashford Memphis LP, Ashford TRS Memphis LLC, Marriott, Premier Project Management LLC and Remington Lodging & Hospitality, LLC are named as additional insured as per contract, with respects to General Liability and Auto coverage and subject to the provisions and limitations of the policy. Waiver of Subrogation is included for General Liability and Auto as well as for Workers Comp.

Above Ground Storage Tank
RFP: FY2025-04-008
DUE: May 27, 2025, 2:00PM (CST)

CIP-
311.4B 311.780.31124



**3101 Carrier St.
Memphis, TN 38116
Phone 800-264-7626**

The Southern Company will supply and install the following:

- (1) 8,000-gallon double-wall AST UL142 dual-compartment tank, split 4,000-gallon unleaded and 4,000-gallon diesel with double bulkhead wall splitting the tank into two compartments
Tank to be painted white acrylic enamel
- (1) 3" dual product remote fill containment with appropriately sized ball valve, check valve, camlock adapter, and cap
- (2) 15-gallon capacity remote fill AST spill containers
Remote mechanical overfill valves
- (1) Red Jacket 3/4hp sub pump with controller for gasoline or approved equivalent
- (1) Red Jacket 1.5hp sub pump with controller for diesel or approved equivalent
- (2) Each compartment is to be monitored with electronic gauges and alarms monitored by the Veeder-Root system
- (2) Tank monitoring probes
- (1) New TLS450 PLUS Veeder-Root tank gauge system installed in the location of existing Veeder-Root and program/calibrate to work with new probes and interstitialspace.
(Correspond with City IT Department to connect web access.)
- (2) Gasboy brand Atlas single-hose dispenser model 9853KX with pulse out module or approved equivalent. (The gasoline must have red doors with a #2 decal, and diesel must have green doors with a #1 decal.)

****Each Dispenser will run on its own breaker****

Above Ground Storage Tank

RFP: FY2025-04-008

DUE: May 27, 2025, 2:00PM (CST)

(2) Morrison brand dispenser pedestals with stabilizer bar or approved equivalent

(1) ¾" X 14' dispense hose with nozzle, coupled swivel with breakaway for gasoline

(1) 1" X 14' dispense hose with nozzle, coupled swivel with breakaway for diesel

Emergency stop button

Form and pour a new concrete tank pad and piers below each saddle skid. Pad/piers are to be reinforced with rebar to provide maximum structural strength. The contractor is responsible for tank pad design. The contractor must have the design approved and signed off on by a Structural PE.

(28) 6" diameter crash bollards around the perimeter of the new tank

Form and pour a new concrete pad for the Fuel Master key fob reader

Move existing Fuel Master key fob reader to new above-ground tank location, secure properly, connect, and program to control the new dispensers

Connect new 2" schedule 40-welded piping from the tank to the new fuel dispenser and remote fill containment box with overfill alarm

All welded gas lines must be painted with an Industrial Enamel Gloss White to match the tanks

Secure all permits and inspections

The Southern Company will perform all work in accordance with all API, PEI, NFPA, and local standards and codes for petroleum storage tanks

New electrical conduit and wiring service for new equipment from existing breaker panels

All necessary electrical trenches are to be excavated, backfilled, compacted, and capped with concrete

Startup, purge, calibrate, and process all paperwork to place the entire system in service. The city will provide all fuel

Clean up the site before project completion.

Total: \$257,323.21

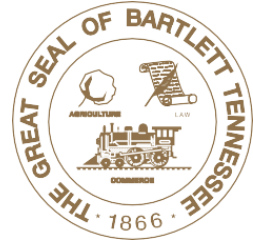
Above Ground Storage Tank
RFP: FY2025-04-008
DUE: May 27, 2025, 2:00PM (CST)

For years past The Southern Company has performed various types of fueling projects for The City of Bartlett as well as surrounding municipalities.

If The Southern Company is awarded the bid, all material and products will be ordered. All lead time will be relayed to The City of Bartlett Public Works Department. Scheduling will be done once all materials and products have arrived.

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Recommend approval to purchase four Chevy Silverado 1500 Double Cab Pickups from Alan Jay Fleet Sales through the State of Tennessee vehicle contract.

Formal Body:

Public Works recommends approval for purchasing four 2025 Chevy Silverado 1500 Double Cab Pickups for Solid Waste and General Maintenance through the State of Tennessee vehicle contract SWC- Contract 84697-SWC209 Event #13390-13419.

Alan Jay Fleet Sales	\$177,472.00 (\$44,368.00 each)
----------------------	---------------------------------

The total cost is \$177,472.00 (\$44,368.00 each). Funds are available in account 122.48122.935 for Solid Waste and 311.48311.785.30726 for General Maintenance.

Thank you for your consideration.

Attachments:

Bid Specs- Two (2) 2025 Chevy Silverado 1500 Double Cab Pickup- Solid Waste 6-20-25

7.8.25 BMA

ALAN JAY FLEET SALES

Contract Number: 84697 - SWC209 EVENT # 13390-13419

Quote ID: 63931

Agency: BARTLETT, CITY OF (TN)

Date: 6/19/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2025 CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 4WD 2.7L Turbo WT 6.5' BED, please review carefully and contact us with any errors or changes.

MSRP: \$45,415.00

Base Price: \$42,374.00

Factory Options: \$955.00

Aftermarket Options: \$1,039.00

Vehicle Price: \$44,368.00

Purchase Total: Qty (2) \$88,736.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

122.401 22.935



GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	63931-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/13/2025

PRICE QUOTE FORM

REVISED QUOTE DATE
6/19/2025

REQUESTING AGENCY	BARTLETT, CITY OF (TN)		
CONTACT PERSON	AARON DAVIDSON	EMAIL	ADAVIDSON@CITYOFBARTLETT.ORG
PHONE	901-385-5570	MOBILE	FAX

Contract No. 84697 - SWC209 EVENT # 13390-13419

MODEL	CK10753 1WT	MSRP	\$45,415.00
2025 CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 4WD 2.7L Turbo WT 6.5' BED			

CUSTOMER ID GOVERNMENT PRICE \$42,374.00

BED LENGTH	6.5' Bed
------------	----------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CTT	Hitch Guidance	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$390.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
NZZ	Skid Plates	\$145.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
Z82	Trailer Package	\$420.00
	Option/package discount	\$0.00
FACTORY OPTIONS		\$955.00

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
10GAL	PER TENNESSEE STATE CONTRACT, 10 GALLONS OF FUEL TO BE ADDED TO VEHICLE.	\$0.00
LT SPRAY	Kevlar spray in liner installed in cargo area.	\$620.00
LT CAB STEPS	Tubular nerf bar running boards to state contract specifications.	\$419.00
AFTERMARKET OPTIONS		\$1,039.00



**GOVERNMENT
PRICE QUOTE**

Contract No. 84697 - SWC209 EVENT # 13390-13419

TRADE IN

TOTAL COST

\$44,368.00

YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~

TOTAL COST LESS TRADE IN(S)

QTY

2

\$88,736.00

Estimated Annual payments for 60 months paid in advance: \$10,201.12

Extended: \$20,402.24

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (👉 Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck	MSRP:\$43,500.00
Interior:Jet Black, Vinyl seat trim	
Exterior 1:Summit White	
Exterior 2:No color has been selected.	
Engine, TurboMax	
Transmission, 8-speed automatic, electronically controlled	

OPTIONS

CODE	MODEL	MSRP
CK10753	[Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck	\$43,500.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CTT	Hitch Guidance	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00

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Data Version: 25753. Data Updated: Jun 18, 2025 6:46:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (📌)
Complete)

GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00
NZZ	Skid Plates	\$150.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
Z82	Trailer Package	\$425.00
	Option/package discount	(\$1,350.00)
SUBTOTAL		\$43,120.00
Adjustments Total		\$0.00
Destination Charge		\$2,595.00
TOTAL PRICE		\$45,715.00

FUEL ECONOMY

Est City:17 (2025) MPG
Est Highway:20 (2025) MPG
Est Highway Cruising Range:480.00 mi

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Data Version: 25753. Data Updated: Jun 18, 2025 6:46:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering column lock, electrical

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Data Version: 25753. Data Updated: Jun 18, 2025 6:46:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

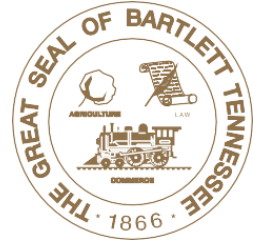
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 25753. Data Updated: Jun 18, 2025 6:46:00 PM PDT.

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Public Works recommends approval to purchase one automatic refuse garbage truck from Labrie Environmental Group through Sourcewell contract # 110223-LEG.

Formal Body:

Public Works recommends approval to purchase one Peterbuilt automatic refuse garbage truck from Labrie Environmental Group through Sourcewell Contract # 110223-LEG for a total cost of \$419,454.60.

Labrie Environmental Group	\$419,454.60
----------------------------	--------------

Funds are available in account 122.48122.935.

Thank you for your consideration.

Attachments:

Bid Specs- Automatic Garbage Refuse Truck 6-25-25



Seller

Labrie Environmental Group
175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

122.48122 935

QUOTE FORM

Quote # / Rev. #	Reference #	Quoted Date
6842 / 1		2024-12-20
Price List / Currency	Last Revision Date	Quote Valid Until
2025-B / USD	2025-06-20	2025-09-01
Regional Sales Manager	Customer Service Rep.	Product Specialist
Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	LaFayette, GA, US

SOLD TO	SHIP TO	END CLIENT
Environmental Products Group Inc. - Florida 700 Hermit Smith Road Apopka, FL 32703 United States Email : Phone : 407-798-0004	Environmental Products Group Inc. - Florida 2525 Clarcona Rd Apopka, FL 32703 United States Email : Phone :	 Email : Phone :

CHASSIS INFORMATION

Chassis Provided By : Supplied by Customer	Engine Make : Paccar
Chassis Manufacturer : Peterbilt	Engine Model : To Be Confirmed
Chassis Model : 520 PB	Engine Power :
Cab Style : Cab Over	Engine Torque :
Drivetrain : 6X4	Transmission Make : Allison
Auxiliary Axle : Without Auxiliary Axle	Transmission Model : RDS 4000 Series WTEC 4 & 5
CNG System Upon Arrival : Without	Transmission Type : Automatic Transmission
Driving Configuration at Delivery : Sit-Down from Company on Streetside + Sit-Down from Company on Curbside	
Chassis Delivery Address : USA: 1198 Shattuck Industrial Blvd., Lafayette, GA 30728	

COLOR INFORMATION

Cab Color : To Be Confirmed	Cab Color Code : To Be Confirmed
Body Color : To Be Confirmed	Body Color Code : To Be Confirmed
Chassis Color : Black from Factory	Chassis Color Code : Color Code NOT Required
Paint Scheme Number : Without	Match Cab :

CARTS INFORMATION

Cart Make : Without or NOT Required	Cart Type : Without or NOT Required
Cart Capacity : Without or NOT Required	

BODY CONFIGURATION

Body Model : AUTOMIZER TTD	Total Capacity : 31yd³ (27+4)
Arm Model : Single Right-Hand (Curb)	Body Capacity : 27yd³
Body Type : Standard	Tailgate Capacity : 4yd³
Body Division : Without Divison	

BASE PRICE 167,530.00\$

OPTIONS

#	Category	Option Description	Price
2	Lifting	ALHG-STD01 Standard Height Gripper	0.00 \$
3	Lifting	AGRA-0010 Heavy Duty Arm & Gripper, "32 to 95 US gal"	4,060.00 \$
4	Lifting	EAOA-STD01 Arm (or Mast) out alarm at 6 km/h - 4 mph	0.00 \$
5	Lifting	AGSS-0000 Spill shield on Gripper	490.00 \$



Seller

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Regional Sales Manager	Customer Service Rep.	Product Specialist
Craig Williams	Tracie Mauthe	Kevin Guilmont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	LaFayette, GA, US

#	Category	Option Description	Price
6	Hopper Area	BCPH-0000 Crusher Panel (1)	4,830.00 \$
7	Hopper Area	QUSS-0000 Crusher Panel Full Width	0.00 \$
8	Hopper Area	HAPT-STD01 RAM Type Packer Panel	0.00 \$
9	Hopper Area	BRTB-0000 Retainer Teeth Under Breaker Bar (3/8" Hardox 450)	580.00 \$
#	Category	Option Description	Price
10	Consoles & Controls	AAAC-0050 Auxiliary Arm (or Mast) Controls Inside Cab on Curbside	1,250.00 \$
11	Consoles & Controls	AAJC-STD01 Single Arm (or Mast) Joystick NON-Moveable	0.00 \$
12	Consoles & Controls	APJC-0020 Crusher Panel Control on Joystick	360.00 \$
13	Consoles & Controls	ACJC-0020 Packer Control on Joystick	360.00 \$
14	Consoles & Controls	ATJC-STD01 Grabber Control on Joystick	0.00 \$
#	Category	Option Description	Price
15	Hydraulic	HCON-STD01 JIC	0.00 \$
16	Hydraulic	HHOC-0000 Hydraulic Oil Cooler	4,060.00 \$
17	Hydraulic	CCPM-STD01 No Particular Specifications From Customer	0.00 \$
18	Hydraulic	CHFT-STD02 Hydraulic Tank Mounted on Chassis	0.00 \$
19	Hydraulic	HHPG-0000 Hydraulic Pressure Gauge for Main Valve with Quick Coupler	170.00 \$
20	Hydraulic	EBCV-STD01 Pneumatic Over Hydraulic Body Main Valve	0.00 \$
#	Category	Option Description	Price
21	Accessories	BCOT-0002 Broom, Shovel and Hoe at standard Labrie location. Location may change depending on truck's configuration.	480.00 \$
22	Accessories	BBTS-STD01 Standard Tailgate Seal	0.00 \$
#	Category	Option Description	Price
23	Lighting	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)	1,320.00 \$
24	Lighting	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)	830.00 \$
25	Lighting	LWLK-0025 Work Light Package - LED (2)	830.00 \$
26	Lighting	WL01-0000 Hopper Streetside (1)	0.00 \$
27	Lighting	WL03-0000 Curbside Post (3)	0.00 \$
#	Category	Option Description	Price
28	Electronic	CCCC-0104 4X EnviroLink Camera(s) - 4X Standard Position(s) With Heater/Without Shutter	4,950.00 \$
29	Electronic	CL01-0000 Tailgate Center 2/3 (1) - Pointing Back	0.00 \$
30	Electronic	CL04-0000 Hopper Streetside (4) - Pointing Curbside	0.00 \$
31	Electronic	CL05-0000 Post Curbside (5) - Pointing Curbside	0.00 \$
32	Electronic	CL11-0000 Tailgate Streetside 2/3 (11) - Pointing Streetside Alley	0.00 \$
33	Electronic	CCCM-INC11 EnviroLink 7" Color Monitor (Included in Camera System Base Price) (4 Channels)	0.00 \$
34	Electronic	CCML-INC01 On Ceiling, Centered, Near the Windshield (If Possible)	0.00 \$
35	Electronic	CCMM-STD01 Monitor Mounting Brackets for Labrie Standard Installation	0.00 \$
36	Electronic	AGCD-0000 Cart/Container Counting Device on Arm.s (or Mast)	360.00 \$



Seller

Labrie Environmental Group
175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

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Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	LaFayette, GA, US

#	Category	Option	Description	Price
37	Electrical	ESYV-STD01	12V Body Electrical System	0.00 \$
#	Category	Option	Description	Price
38	Service & Maintenance	BRLS-0000	Centralized Grease Point for Follower Panel Rollers	1,090.00 \$
39	Service & Maintenance	BPLS-0000	Ground Level Grease Points for Packer Rails (Centralized)	860.00 \$
40	Service & Maintenance	BALS-0010	Ground Level Grease Points for Tailgate (Centralized) & Hopper Door(s)	1,470.00 \$
#	Category	Option	Description	Price
41	Structure, Liners & Materials	BSFL-0020	Body floor liner Full Length x 4mm (0.160") - Hardox 450	3,130.00 \$
42	Structure, Liners & Materials	BHWS-0000	Hopper Floor Liner 1/4" - Hardox 450	1,350.00 \$
43	Structure, Liners & Materials	BHSL-0000	Hopper Side Wall Liners 4mm (0.160") - Hardox 450	1,000.00 \$
#	Category	Option	Description	Price
44	Unit Appearance	PCBP-STD01	Urethane Body Paint	0.00 \$
45	Unit Appearance	UAPP-STD01	One (1) Coat of Urethane Primer	0.00 \$
46	Unit Appearance	PCCP-STD01	Paint Chassis Components same Color as Chassis	0.00 \$
47	Unit Appearance	BASA-STD01	Rubber Mud Guards - Rear of Rear Axle	0.00 \$
48	Unit Appearance	BASR-0000	Anti-sail Bars on Rear Mud Guards (Rear Wheels)	210.00 \$
49	Unit Appearance	BASN-STD01	Mud Guards with Labrie Logo	0.00 \$
50	Unit Appearance	BODL-STD01	Informative Decals English	0.00 \$
#	Category	Option	Description	Price
51	Chassis	CFTD-STD01	Diesel Tank from Company or CNG/Electric	0.00 \$
SUBTOTAL OPTIONS :				34,040.00\$
NON-STANDARD OPTIONS				
SUBTOTAL NON-STANDARD OPTIONS :				0.00\$
COMMENTS				
End-User: Barlett, TN to seel order: 106367-1-1				



Seller

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G7A 2T3

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Regional Sales Manager	Customer Service Rep.	Product Specialist
Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	LaFayette, GA, US

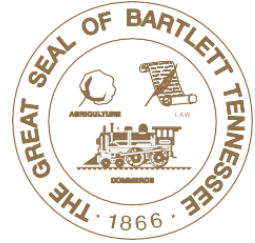
Expected Delivery Date :		Subtotal Base Price and Options :	201,570.00 \$
		Discount (2.00%) :	4,031.40 \$
		Subtotal Base Price and Options (Net) :	197,538.60 \$
Chassis Terms (if applicable) : Net on delivery for release of MSO. Weight Distribution: Quotes and pricing are subject to changes according to WD analysis which can alter specs. Upon receipt of PO and chassis specs, WD will be conducted and a confirmation of acceptance will be issued. Taxes : Not Included. Disclaimer : It is the quoting distributor's responsibility to verify the accuracy of this quote versus the specifications for the body and chassis. Labrie Environmental Group will not be responsible for any price differential between this quotation and what is required by the provided specifications. Interest fees on past due account of 1.5% per month (18% annual). Price list subject to change at all time due to the steel price index. Labrie Environmental Group (LEG) does not accept floorplan charges, back charges, liquidated damages or third-party claims for any reason or cause, whether expressed or implied by specifications or other form of communication, including purchase order terms and conditions unless approved in writing by CEO or CFO at time of quotation. Labrie Environmental Group (LEG) and/or seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.		Body Miscellaneous Charge #1 :	0.00 \$
		Body Miscellaneous Charge #2 :	0.00 \$
		Body Miscellaneous Charge #3 :	0.00 \$
		Sourcewell Fee :	0.00 \$
		Material Surcharge :	0.00 \$
		Extended Warranty :	0.00 \$
		Extended Warranty Other :	0.00 \$
		Additional Trade Discount :	0.00 \$
		Inter Factory Transport :	0.00 \$
		Subtotal Body (Net) :	197,538.60 \$
		Chassis Price :	219,056.00 \$
		Subtotal Unit (Net) :	416,594.60 \$
		FET (12%) :	0.00 \$
		Change Fee #1 :	0.00 \$
		Change Fee #2 :	0.00 \$
		EV Fee :	0.00 \$
		Miscellaneous Charge #1 :	0.00 \$
		Miscellaneous Charge #2 :	0.00 \$
		Miscellaneous Charge #3 :	0.00 \$
		Freight Charges :	2,860.00 \$
		Total Unit (Net) :	419,454.60 \$
		Number of Units :	1
		Grand Total :	419,454.60 \$
		Currency :	USD

Labrie Representative :

Customer : Environmental Products Group Inc. - Florida

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Recommend purchasing a 2026 GMC Canyon Crew Cab 4WD using the State of Tennessee vehicle contract from Alan Jay Fleet Sales for \$41,709.00. Funds are available in Account 311.48311.785.50726

Formal Body:

Attachments:

TENN_BARTLETT CITY OF (TN)_64235_Quote_1 (002), State of TN Vehicle Contract SWC209 Alan Jay 84697_Dec2024 Rev

ALAN JAY

FLEET SALES

Contract Number: 84697 - SWC209 EVENT # 13390-13419

Quote ID: 64235

Agency: BARTLETT, CITY OF (TN)

Date: 6/30/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 GMC CANYON CREW CAB PICKUP 4WD L3B-TurboMax 131" WB ELEVATION 5' BED 23" CA, please review carefully and contact us with any errors or changes.

MSRP: \$43,395.00

Base Price: \$41,709.00

Factory Options: \$0.00

Aftermarket Options: \$0.00

Purchase Total: \$41,709.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com



GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	64235-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/30/2025

PRICE QUOTE FORM

REVISED QUOTE DATE
6/30/2025

REQUESTING AGENCY	BARTLETT, CITY OF (TN)			
CONTACT PERSON	JAMES DRAFFIN	EMAIL	jdraffin@cityofbartlett.org	
PHONE	901-385-5590	MOBILE	901-734-8140	FAX

Contract No. 84697 - SWC209 EVENT # 13390-13419

MODEL	T4C43 4WT	MSRP	\$43,395.00
2026 GMC CANYON CREW CAB PICKUP 4WD L3B-TurboMax 131" WB ELEVATION 5' BED 23" CA			

CUSTOMER ID	GOVERNMENT PRICE	\$41,709.00
BED LENGTH	5' Bed23" CA	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, 8L80	\$0.00
GAZ	Summit White	\$0.00
H2Z	Jet Black, Cloth seat trim	\$0.00
4VL	OPTIONS Elevation Preferred Equipment Group	\$0.00
A50	Seat, front bucket	\$0.00
FE9	Emissions, Federal	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
Q2P	Tires, 265/65R18SL all-terrain, black wall	\$0.00
RQ8	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Dark Grey painted Aluminum	\$0.00
URL	11.3" diagonal Premium GMC Infotainment System	\$0.00
XCQ	Tire, spare P265/70R17SL all-season, blackwall	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
AFTERMARKET OPTIONS			\$0.00

TRADE IN	TOTAL COST	\$41,709.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	\$41,709.00

Estimated Annual payments for 60 months paid in advance: \$9,589.76
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY MATT FORTE GOVERNMENT ACCOUNT MANAGER Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab ElevationMSRP:\$41,700.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, 8L80

OPTIONS

CODE	MODEL	MSRP
T4C43	[Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation	\$41,700.00
OPTIONS		
4VL	Elevation Preferred Equipment Group	\$0.00
A50	Seat, front bucket	\$0.00
FE9	Emissions, Federal	\$0.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H2Z	Jet Black, Cloth seat trim	\$0.00

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Data Version: 25845. Data Updated: Jun 29, 2025 6:46:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation ( Complete)

L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, 8L80	\$0.00
Q2P	Tires, 265/65R18SL all-terrain, black wall	\$0.00
RQ8	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Dark Grey painted Aluminum	\$0.00
URL	11.3" diagonal Premium GMC Infotainment System	\$0.00
XCQ	Tire, spare P265/70R17SL all-season, blackwall	\$0.00
SUBTOTAL		\$41,700.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$43,395.00

FUEL ECONOMY

Est City:17 MPG
Est Highway:21 MPG
Est Highway Cruising Range:449.40 mi

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Data Version: 25845. Data Updated: Jun 29, 2025 6:46:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation (✔ Complete)

Standard Equipment

Package
Canyon Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, (UHY) Automatic Emergency Braking and (UKT) Front Pedestrian and Bicyclist Braking.
Canyon Safety Plus Package includes (UD7) Rear Park Assist, (UFB) Rear Cross Traffic Braking and (UKW) Blind Zone Steering Assist with Trailing
ProGrade Trailing System includes (U1D) In-vehicle Trailing App and (Z82) Trailing Package
Trailing Package includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Included with (ZL6) Pro Grade Trailing System.)

Mechanical
Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)
Transmission, 8-speed automatic, 8L80 (STD)
Rear axle, 3.42 ratio
Push Button Start
Automatic Stop/Start
Engine control, stop/start system disable button
Transfer case, single speed electronic Autotrac with push button control
Differential, automatic locking rear
Four wheel drive
Battery, 12-volt with rundown protection, 800 cold-cranking amps with 80 amp-hour rating
Alternator, 220 amps
Driver Mode Selector includes Normal, Off-Road, Terrain and Tow/Haul
Black Recovery hooks, front
Frame, fully-boxed
GVWR, 6250 lbs (2835 kg)
Suspension, Off-Road, 2" factory installed lift and widened track
Steering, electric power-assist
Brakes, 4-wheel antilock, 4-wheel disc
Trailer brake controller, integrated (Included and only available with (Z82) Trailing Package.)
Capless fuel fill

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation (✔ Complete)

Exterior

- Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Dark Grey painted Aluminum (STD)
- Tires, 265/65R18SL all-terrain, black wall (STD)
- Tire, spare P265/70R17SL all-season, blackwall (STD)
- Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel
- CornerStep, rear bumper
- Moldings, Black beltline
- Wheel opening moldings
- Radiator Grille Shutters, automatic
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- Headlamp control, automatic on and off with automatic delay
- IntelliBeam, automatic high beam on/off (Included and only available with (PCW) Canyon Pro Safety.)
- Lamps, cargo area, cab mounted with switch on center switch bank
- Taillamps, LED rear combination
- Mirrors, outside heated power-adjustable
- Mirror caps, painted Black
- Glass, deep-tinted
- Window, rear-sliding, manual
- Door handles, body-color
- Tailgate, remote locking

Entertainment

- 11.3" diagonal Premium GMC Infotainment System with Google built in, includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
- SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Audio system feature, 6-speaker system
- Wireless Apple CarPlay/Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Data Version: 25845. Data Updated: Jun 29, 2025 6:46:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation (✔ Complete)

Interior	
	Seat, front bucket (STD)
	Seat trim, Cloth
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 4-way manual
	Seat, rear 60/40 split-folding bench with storage
	Console, floor, front compartment with cup holders and cell phone storage
	Floor covering, color-keyed carpeting
	Floor mats, carpeted front (Removed when ordered with (VAV) All-weather floor mats, LPO or (RIA) All-weather Floor Liner, LPO.)
	Floor mats, carpeted rear (Removed when ordered with (VAV) All-weather floor mats, LPO or (RIA) All-weather Floor Liner, LPO.)
	Steering wheel, sport-style
	Steering wheel controls, mounted audio controls
	Steering column, tilt, manual
	Driver Information Center, 11" diagonal fully-digital display
	Off-Road Performance Display
	Vehicle health management provides advanced warning of vehicle issues
	Windows, power with driver Express-Up and Down
	Window, power with front passenger Express-Down
	Windows, remote Express-Down, all windows
	Windows, power rear, express down
	Door locks, power
	Keyless Open and Start includes remote keyless entry
	Cruise control, electronic, automatic
	Theft-deterrent system, unauthorized entry
	Power outlet, 12-volt located in center console bin
	USB Ports, 2 (first row) Charge/Data ports located on front console
	USB Ports, 1, center console charge only, rear
	Air conditioning, single-zone manual climate control
	Air vents, rear
	Defogger, rear-window electric

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Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation (✔ Complete)

Interior

Instrument panel, soft-touch materials
Mirror, inside rearview, manual tilt, day/night
Visors, driver and front passenger vanity mirrors
Lighting, interior, center dome
Lighting, interior, overhead courtesy lamp
Map pocket, front passenger seatback

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PCW) Canyon Pro Safety.)
Rear Cross Traffic Braking (Included and only available with (Y5W) Canyon Safety Plus Package.)
Front Pedestrian and Bicyclist Braking (Included and only available with (PCW) Canyon Pro Safety.)
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature

Safety-Interior

Airbags, frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
Rear Park Assist, ultrasonic (Included and only available with (Y5W) Canyon Safety Plus Package.)
HD Rear Vision Camera (Replaced with HD Surround Vision when (UV2) HD Surround Vision is ordered.)
Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
Hitch View
Trailer App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder and trailer electrical diagnostics (Included and only available with (ZL6) ProGrade Trailering System.)
Blind Zone Steering Assist with Trailering (Included and only available with (Y5W) Canyon Safety Plus Package.)
Lane Keep Assist with Lane Departure Warning (Included and only available with (PCW) Canyon Pro Safety.)

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Vehicle: [Fleet] 2025 GMC Canyon (T4C43) 4WD Crew Cab Elevation (✔ Complete)

Safety-Interior

Following Distance Indicator (Included and only available with (PCW) Canyon Pro Safety.)
Forward Collision Alert (Included and only available with (PCW) Canyon Pro Safety.)
Rear Seat Reminder
Rear Seat Belt Indicator
Child lock system, rear door latch
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior
Buckle to Drive
Tire Pressure Monitoring System
Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 25845. Data Updated: Jun 29, 2025 6:46:00 PM PDT.



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

Statewide Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Contract Number: 0000000000000000000084697

Title: SWC209 Vehicles

Start Date : October 16, 2024 End Date: December 31, 2025

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

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

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

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

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

Contract Contact Information:

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

Line Information

Line 1

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 5

Item ID: 1000187744
Sedans, Nissan, Generic SWC209 Asset
Unit of Measure: EA

Line 6

Item ID: 1000187746
Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 7

Item ID: 1000187747
Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 8

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

Line 9

Item ID: 1000187724

Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

Line 10

Item ID: 1000187750

Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

Line 11

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset

Unit of Measure: EA

Line 12

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Line 13

Item ID: 1000187740

Sedans, Toyota Generic SWC209 Asset

Unit of Measure: EA

Line 14

Item ID: 1000187742

Sport Utility Vehicles Toyota(SUVs), Generic SWC209 Asset

Unit of Measure: EA

Line 15

Item ID: 1000187743

Light Trucks Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Line 16

Item ID: 1000187741

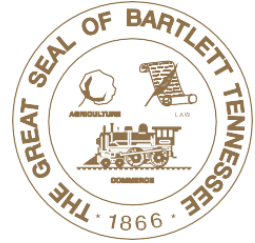
Minivan and Full-size Vans Toyota(Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

APPROVED: _____ BY: _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Recommend purchasing a 2024 Genie TZ-34/20 towable boom lift using the Sourcewell contract (02093-TER) from Aerial Titans for \$31,039. Funds are available in Account 311.48311.785.50726.

Formal Body:

Attachments:

Quote_Genie Lift - 6-30-2025, Genie TZ-3420 Spec Sheet, Terex Sourcewell Contract 020923



39 Curtis Ct SW
Cartersville, GA 30120

Customer Quote

Date	Quotation #
6/30/2025	QUO2271

Bill To
City of Bartlett 5868 Stage Road Bartlett TN 38134 United States

Ship To
City of Bartlett 5868 Stage Road Bartlett TN 38134 United States

Email	pwright@cityofbartlett.org
Phone	(901) 385-5590
Contact	Paul Wright

P.O. No.	Rep
	Matt Creel

Description	Quantity	Rate	Total
2024 GENIE TZ-34/20 SN:TZ34F-4944 34' Platform Height / 40' Work Height / 20' Horizontal Reach DC 24V Electric Motor, Auto-Leveling Hydraulic Outriggers/ Stabilizers, 3'8" Platform, Weighs 3155lbs **Factory Warranty (Parts/Labor) & Structural Warranty** Serial Number: TZ34F-4944	1	\$29,950.00	\$29,950.00
TITLE DOC, OR MISC. FEE TITLE DOC, OR MISC. FEE Serial Number: TZ34F-4944	1	\$189.00	\$189.00

Subtotal	\$30,139.00
Shipping Cost	\$900.00
Tax Total	\$0.00
Total	\$31,039.00

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client. Actual cost may change once all invoice elements are finalized or negotiated. The sales and use tax we are estimating is based on either a ship to location of the product(s) above or the location we are giving you possession of the product(s). If the ship to location or the location where we give you possession of the good changes, the Company is required to charge you the appropriate sales and use tax based on the ship to or the location in which we give you possession of the product(s) and you must pay such sales and use tax before taking possession of the good(s).

All invoices related to the goods defined in this estimate are to be paid at the time of invoicing in full, minus any already made payments, unless explicitly agreed otherwise.

Please call 866-874-0584 to verbally verify wire payment instructions before sending. Aerial Titans Inc. will not be responsible for wire payments sent to the incorrect recipient. We will never email updated wire instructions to you. Please be vigilant and call our office before sending funds.

Phone #	Fax #	E-mail	WebSite
866-874-0584	470-280-4266	admin@aerialtitans.com	www.aerialtitans.com

Specifications

Model	TZ-34/20	
Measurements	US	Metric
Working height*	40 ft	12.19 m
Platform height	34 ft	10.36 m
Entry height - extended	6.4 in	.16 m
Horizontal reach	18 ft 4 in	5.59 m
Clear out reach	13 ft 5 in	4.09 m
Up and over clearance	16 ft 1 in	4.90 m
A Platform length	2 ft 2.8 in	.68 m
B Platform width	3 ft 8 in	1.12 m
C Height - stowed	6 ft 4.5 in	1.94 m
D Length - stowed	18 ft .5 in	5.50 m
E Width - stowed	4 ft 9.1 in	1.45 m
F Ground clearance	9.5 in	.24 m
G Length - outrigger footprint	10 ft 8.4 in	3.26 m
H Width - outrigger footprint	11 ft 9.4 in	3.59 m

Productivity

Lift capacity (ANSI, CSA) - standard	500 lbs	227 kg
Lift capacity (ANSI, CSA) - rotating platform	460 lbs	209 kg
Lift capacity (CE/AUS) - standard	440 lbs	200 kg
Lift capacity (CE/AUS) - rotating platform	400 lbs	181 kg
Self leveling platform	standard	
Platform rotation option	90° mechanical	
AC power to platform	standard	
Turntable rotation	359° non-continuous	
Outrigger leveling capability	11°	
Towing speed rate	60 mph	97 km/h
Tongue weight - ANSI, CSA	315 lbs	143 kg
Tongue weight - CE	163 lbs	74 kg
Surge and parking brakes	standard	
Controls	variable speed system	
Tire size - ANSI, CSA	ST 205/75 R15	
Tire size - CE	185R-14C	
Coupler	combination hitch	

Power

Power source	24V DC (four 6V 225Ah batteries)	
Hydraulic tank capacity	2.65 gal	10 L
Hydraulic system capacity	4.5 gal	17 L

Weight**

ANSI, CSA, Australia	3,155 lbs	1,431 kg
CE	3,170 lbs	1,438 kg

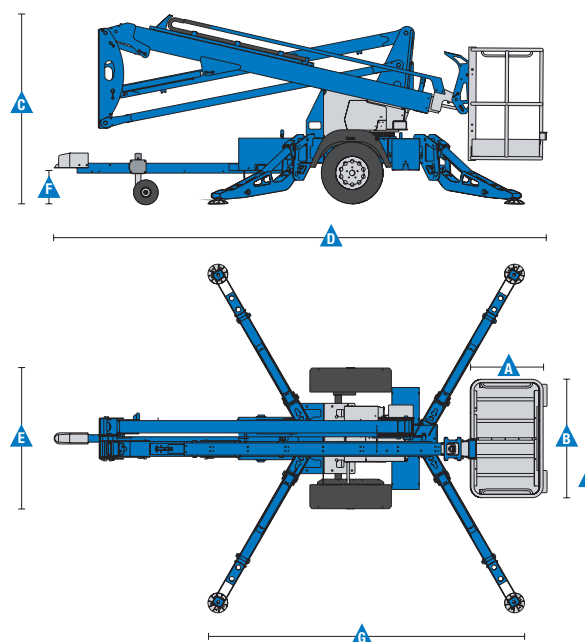
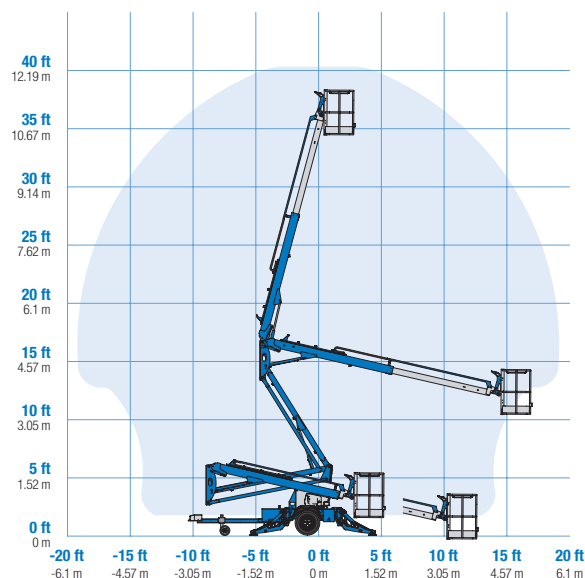
Standards Compliance

ANSI A92.2, CSA C225, EN 280, AS 1418.10

* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

** Weight will vary depending on options and/or country standards.

Range Of Motion TZ-34/20



**AERIAL
TITANS**

866-874-0584

WWW.AERIALTITANS.COM

Features

Standard Features

Measurements

- 40 ft (12.36 m) working height
- 18 ft 4 in (5.59 m) horizontal reach
- Up to 500 lbs (227 kg) lift capacity

Productivity

- Industry leading working envelope
- Extension boom
- Self-leveling platform
- Variable speed control system
- AC wiring to platform
- Hydraulic outriggers
- Automatic 11° leveling system
- Outrigger interlocks
- Mechanical parking brake
- Hydraulic surge brakes
- 2 in (5.08 cm) coupler lever lock
- Hitch pull bar
- Adjustable hitch with coupler lever lock
- Single jockey wheels
- 359° non-continuous turntable rotation
- Easy to access batteries
- Hour meter
- Tilt alarm / sensor
- Forklift pockets
- Illuminated outrigger indicators
- Highway safety chains with snap hook
- LED brake lights (ANSI, CSA)

Power

- 24V DC power source
(four 6V 225 Ah batteries)

Configurations

Platform Options

- Aluminum 26.8 x 44 in (.68 x 1.12 m)
- 90° mechanical platform rotation

Power

- 24V DC power source

Coupler Options

- Adjustable hitch
 - 2 in (5.08 cm) ball coupler
 - 2 5/16 in (5.87 cm) ball coupler
 - 2 1/2 in (6.53 cm) I.D. pintle ring coupler
 - Clevis coupler

Tire Options

- ST 205/75 R15 tires (ANSI, CSA)
- 185 R14C tires (CE)
- Dual 10 in (25.4 cm) air filled tires

Options & Accessories

Productivity

- 90° mechanical platform rotation
- Wheel chocks
- Fluorescent tube caddy
- Full size spare tire
- Flashing beacon
- Non-marking outrigger footpads
- Battery charge indicator (BCI)
- Tool tray
- Horn



<< go back

**AERIAL
TITANS**

866-874-0584

WWW.AERIALTITANS.COM

Genie United States

6464 185th Ave. NE
 Redmond, WA 98052
 Telephone +1 (425) 881-1800
 Toll Free in USA/Canada +1 (800)-536-1800
 Fax +1 (425) 883-3475

Distributed By:

Effective Date: January, 2017. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie and AWP are registered trademarks of Terex Corporation or its subsidiaries. © 2017 Terex Corporation.

**Solicitation Number: 020923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex USA, LLC, 20021 120th Ave. NE, Bothell, WA 98011 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten (10)

days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Except to the extent of the negligence or willful misconduct of the respective indemnitee, Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

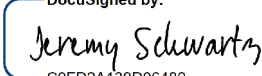
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

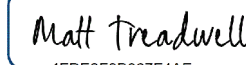
22. CANCELLATION

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

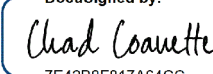
Sourcewell

Terex USA, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/12/2023 | 9:03 AM CDT

DocuSigned by:

By: 4FDE3F9B067F4AE...
Matt Treadwell
Title: Vice President Global Sales
Date: 5/12/2023 | 8:55 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/12/2023 | 9:04 AM CDT

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: TEREX CORP
Address: 45 GLOVER AVE
NORWALK, CT 06850
Contact: JOEL HARPER
Email: JOEL.HARPER@TEREX.COM
Phone: 865-201-6110
HST#: 341531521

Submission Details

Created On: Tuesday December 20, 2022 06:38:24
Submitted On: Wednesday February 08, 2023 07:32:10
Submitted By: JOEL HARPER
Email: JOEL.HARPER@TEREX.COM
Transaction #: b16157b5-cd2f-4555-8bf7-a1bcfee8ff52
Submitter's IP Address: 104.129.206.112

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TEREX USA, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Doing business under the Genie brand name, which is also incorporated. Not technically a dba. Genie Industries North America PO Box 97030 Redmond, Washington, 98073 United States	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	GENIE INDUSTRIES 20021 120th Ave NE Bothell, WA 98011	*
6	Proposer website address (or addresses):	www.Terex.com www.Genielif.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joel G. Harper Terex/Genie AWP Retail Sales Manager, Sr North America 20021 120th Ave NE, Bothell, WA 98011 joel.harper@terex.com 865-201-6110	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joel G. Harper Terex/Genie AWP Retail Sales Manager, Sr North America 20021 120th Ave NE, Bothell, WA 98011 joel.harper@terex.com 865-201-6110	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jodi Robledo Terex/Genie AWP Associate Account Manager 20021 120th Ave NE, Bothell, WA 98011 jodi.robledo@terex.com 662-393-1352	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Terex Corporation is a diversified global manufacturer of lifting and material handling equipment, operating in two business segments: Aerial Work Platforms (Genie & Terex Utilities) and Materials Processing. We deliver reliable, customer-driven solutions for a wide range of commercial applications, including the construction, infrastructure, quarrying, mining, shipping, transportation, refining, energy and utility industries. The origins of Terex date to 1933, when the Euclid Company was founded by George A. Armington to build hauling trucks. The Company grew and diversified over the years, principally through acquisitions. Genie was founded in 1966 when Bud Bushnell bought the manufacturing rights to a material lift that operated on compressed air. Customers seemed to be impressed with the "magic in the bottle" that was used to raise and lower the hoist — and, the "Genie" name was born. With growing demand for material lifts and mobile elevating work platforms (MEWPs), products such as man-lifts, stick booms, articulated booms, scissor lifts and telehandlers have been added to the Genie® product line. Terex Purchased Genie Industries in 2002. Today, Genie equipment is used in a variety of industries and applications worldwide, including rental, aviation, construction, entertainment, government and military, industrial, as well as warehouse and retail. "Our ongoing leadership in aerial lifts is built on our ability to consistently deliver superior quality for our customers. We achieve quality not by chance, but by design. We pursue excellence in all we do, and we never compromise quality for convenience." — Simon Meester, Genie Chief Operating Officer. At Terex, Our Purpose is to help improve the lives of people around the world. Our Mission is to provide solutions to our Machinery and Industrial Product customers that yield superior productivity and return on investment. Our Vision: -Customer - to be the most customer responsive company in the industry as determined by our customers -Financial - to be the most profitable company in the industry as measured by ROIC -Team Member - to be the best place to work in the industry as determined by our team members Everything we do at Terex is governed by our Terex Way Values of: Integrity, Respect, Improvement, Servant Leadership, Courage and Citizenship. As stated by our President, John Garrison: In my view, if we live the values articulated above we will have tremendous success with our customers, suppliers, and eventually our investors. Our fellow team members will be the highest performing in our industry and we will be able to attract the best talent to continue our journey. This is the company Terex can be in the future. Every company needs a compass to guide activities. The Terex Way provides that compass
11	What are your company's expectations in the event of an award?	We will leverage the prior success we've experienced as a SourceWell supplier, to increase the number of transactions with SourceWell subscribers. Thereby creating value for both Terex/Genie, our dealers, SourceWell, and SourceWell subscribers over the term of the contract. We view SourceWell as a strategic partner which allows us to increase Terex/Genie market share penetration in the Governmental, State, Municipality and Education marketplace for which you serve.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Terex is a Multi-Billion dollar, publicly traded global company, with a Market Capitalization of 3.315B. Terex is currently ranked 706 on the Fortune 500 list of largest corporations. Terex has TTM (trailing 12 months) Revenues of 4.19B, Gross Profit of 757.4M, and EBITA of 417.7M. Terex Quarterly Earning Growth YOY for the past 5 years is 70.10% As stated in our latest Investors Day Presentation (attached), We have dramatically improved Operation Margin by > 400 bp, and more than tripled EPS & ROIC in the last 5 years. In addition, Terex has re-purchased more than 1.5B in shares, returning value to our Shareholders. Our balance sheet is stronger than ever, which will allow us to continue to invest in capital projects and continue to add and look for complimentary business to add to our portfolio. The following documents are attached for your review: - Terex 2021 Annual Report - Terex Investors Day Presentation 12/13/2022 - Terex Q3/2022 Quarterly Financial Presentation with Statements

13	What is your US market share for the solutions that you are proposing?	Terex/Genie consider specific Market Share data to be proprietary and we do not share publicly. However, Terex/Genie Aerial Work Platform market share, consistently Rank #1 or #2 overall globally and in North America. Individual model classifications may vary but are consistently in the top 3 across all segments.	*
14	What is your Canadian market share for the solutions that you are proposing?	Terex/Genie consider specific Market Share data to be proprietary and we do not share publicly. However, Terex/Genie Aerial Work Platform market share, consistently Rank #1 or #2 overall globally and in North America. Individual model classifications may vary but are consistently in the top 3 across all segments.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Terex/Genie is best described as a Manufacturer. b) Genie sales greater than 98% of our product through our dealer network. Our Dealer Network consist of Construction Equipment Dealerships, Large National, Regional, Independent, and single location Rental Companies, and Fork Truck Dealerships in North America. Combined, our Dealers have 4000+ locations, each offering Sales, Product Support, Repair, Warranty and Operator Training. Many of our dealer locations have Genie Factory trained technicians on site. Genie employs over 40 Sales, Service and Parts Field Representatives covering our Dealer Network, providing sales & product training, as well as service training, operator training and technical support. In addition, there are currently 20 Terex Service Centers across North America, with Genie Factory Trained mechanics available to repair Genie Aerial Work Platforms and Telehandlers.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Terex, as a global manufacturer has many licenses and certifications which are required and applicable to individual site locations, countries and agencies. In North America we comply with all license and certifications required by ANSI/CSA as it relates to the engineering and production of aerial work platforms and telehandlers.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Awards: Rental Editor's Choice Award - Genie S60DC & S60FE articulated lifts. 2021 Awards: Genie Receives 12 Industry Awards in 2021 Redmond, WA (Dec. 28, 2021) – Industry associations, a data analytics company, and multiple trade publications recognized Genie and its products in 2021. The new Genie GS™-1432m and GS-1932m micro scissors received three separate awards: the Innovative Iron Award from Compact Equipment, Construction Equipment's Top 100 New Products of 2021, and an Editor's Choice Award from Rental magazine. In addition, the Genie S®-60 J and S-65 HF telescopic boom lifts were selected for recognition by contractor readers of Equipment Today and Roads & Bridges magazines, respectively. EquipmentWatch, the world leader in data, software and insight for the heavy equipment industry, also recognized Genie equipment for delivering the Highest Retained Value and Lowest Cost of Ownership. The Highest Retained Value award is based on data projections for highest percentage of its original value after a five-year period. Three of the six product categories — Articulating Booms, Telescopic Booms, and I.C. Scissor Lifts — went to Genie. Genie Z® articulating boom lifts were also awarded Lowest Total Cost of Ownership by EquipmentWatch. Two industry associations also recognized Genie in 2021. The European Rental Association presented Genie with its Technical Committee Award, with judges noting that "The Technical Committee wanted to highlight Genie's great work in meeting the needs of rental companies in terms of digitalization." And, the Texas Rental Association (TRA) awarded Genie its Associate Member of the Year award, which is presented to TRA members who have made outstanding contributions toward the continued success of the Association. Additionally, the Genie SX™-135 XC™ boom lift received an Intelligent Product award from the China Machinery Industry Internet Conference (CMIIC), hosted by Huicong Publications and China Construction Machinery Industry Association. 2018 - Rental Readers' Choice Award 2018 - True Value Rental Construction Equipment Vendor of the Year 2017 - RER Magazine Innovative Product Award: Genie SX135XC 2017 - Caterpillar Dealer Vendor of the Year	*
20	What percentage of your sales are to the governmental sector in the past three years	Terex Government Programs: (Not GSA) Less than 1% annually We do not capture sales to governmental agencies sold through our dealers.	*
21	What percentage of your sales are to the education sector in the past three years	N/A We do not sell directly to the education sector, and do not capture this information from our Dealers.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A These types of contracts would be administered by our dealers, and we do not capture this information.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A We hold no GSA contracts.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
United Rentals	Bob Caudle Director United Rentals Governmental Sales	404-406-9491	*
Silicon Valley Clean Water	Jerry Dye	650-591-7121	*
Torrance Unified School Dist	Cynthia Rocha	310-972-6310	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Government	Alabama - AL	N/A	N/A	N/A	*
N/A	Government	Alabama - AL	N/A	N/A	N/A	*
N/A	Government	Alabama - AL	N/A	N/A	N/A	*
N/A	Government	Alabama - AL	N/A	N/A	N/A	*
N/A	Government	Alabama - AL	N/A	N/A	N/A	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our Sales support will consist of Terex/Genie full time field and inside sales support staff, and Sales support from our extensive network of over 4000 Terex/Genie Dealers. Genie Aerial Work Platforms Full Time Sales Team Members: Regional Field Sales Team - North America (25). Covering every State and Province in the US and Canada. Genie Inside Sales - North America (8) located remotely or at the corporate office in Bothell, WA The Terex/Genie Sales Support Team Members are strategically located throughout the US & Canada. Each Team Member covers a Region of the country and work together with our Field Service Team Members to support the sales, service and parts needs of our dealers and end users. Terex/Genie Dealers Our extensive network of over 4000 Dealers is the focal point of contact with the SourceWell Member. The vast majority of our dealers have Outside Sales Representatives whose responsibility is to promote SourceWell, prospect, inform, recommend and sale aerial lifts and telehandlers as part of their portfolio of products. SourceWell members should contact their local dealer for product recommendations, specifications, field demonstrations, pricing and availability. Genie has a comprehensive website SourceWell Members can reference for information needed in analyzing and choosing the right equipment for the job. Genie Website: Product Descriptions, Pictures, Specifications, Demonstration videos.	*
27	Dealer network or other distribution methods.	Terex/Genie distribute Aerial Work Platforms and Telehandlers through an extensive network of over 4000 Dealer locations in North America. Our dealers consist of Construction Equipment dealers, National, Regional, Independent and single location Rental Equipment Companies, and Fork Truck dealers. All Terex/Genie Aerial Work Platforms will be sold through a local Dealer. One chosen by the SourceWell member or recommended by Genie if needed. SourceWell members can use the Dealer locator on our website: www.genielift.com, to find the nearest dealer.	*

28	Service force.	Genie Aerial Work Platform Full Time Field Product Support Team Members: Regional Field Service/Product Support - (6) Regional Parts Manager - (6) Regional Operator Trainers (2) Inside Service, Technical Support, Parts Team members - (20) The Terex/Genie Field Product Support Team Members are strategically located throughout the US & Canada, covering every State and Province. Each Team Member covers a Region of the country and work together with our Field Sales Team Members to support the sales, service and parts needs of our dealers and end users. Dealer Product Support Each of our network of dealers have full time mechanics on staff to troubleshoot and repair Genie Aerial Work Platforms and Telehandlers. Dealer Service and Parts Managers are available to process parts orders, returns and file warranty claims.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders for Genie Aerial Work Platforms will be placed with a Genie Dealer chosen by the SourceWell member or recommended by Genie. 1. SourceWell member can contact Genie for price and availability. - Genie will recommend local dealers for member to contact for pricing and availability. 2. SourceWell member can contact a local dealer for pricing and availability, or search for local dealers through our website. 3. Dealer to contact Genie for SourceWell member pricing, if required, and availability. 4. SourceWell member issues PO to dealer who in turn orders the equipment from Genie. 5. The majority of Genie products are required by ANSI standards to ship directly to the authorized Dealer for a pre-delivery inspection prior to delivery to the SourceWell member. Some Genie products can be dropped shipped directly to the SourceWell member.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All customer service issues are processed by a Genie Dealer or Terex Services location. Customer Service: - Repairs/Warranty Repairs- SourceWell member would preferably contact the local purchasing dealer for repairs. If repair services are not available in a timely manner, due to scheduling, shop capacity or otherwise, the SourceWell Member can contact other Genie dealers in their area. If the SourceWell Member requires assistance locating additional dealers, they can contact Genie's SourceWell contract administrator for assistance. Genie Aerial Pros is a link on our website that takes customers and dealers to 100's of online service video tutorials, for some of the most common service and troubleshooting issues related to Genie Aerial Equipment and Telehandlers. - Parts - The SourceWell Member should contact a local Genie dealer for parts. Genie does not sell parts directly to end users. - Operator Training - The SourceWell Member should contact a local dealer to inquire regarding Operator Training capabilities. Not all Genie dealers have trained trainers on staff. In this event the SourceWell Member should contact Genie for a recommended local Genie dealer who have trained trainers on staff.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Genie is a global company with 55+ years of experience. We supply aerial and telehandler products all over the world, through a network of capable Dealers. We are a leader in our industry, with years of experience providing unparalleled customer service, reliable products and exceeding the needs of our customers. We view our relationship with SourceWell as integral to our goal of being the preferred Aerial Work Platform provider in the markets we serve. SourceWell provides us with the ability to profitably grow our market share in the governmental and educational markets.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Genie is a global company with 55+ years of experience. We supply aerial and telehandler products all over the world, through a network of capable Dealers. We are a leader in our industry, with years of experience providing unparalleled customer service, reliable products and exceeding the needs of our customers. We view our relationship with SourceWell as integral to our goal of being the preferred Aerial Work Platform provider in the markets we serve. SourceWell provides us with the ability to profitably grow our market share in the governmental and educational markets.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments of aerial equipment and telehandlers to Hawaii and Alaska, can and do provide challenges from a transportation/shipping perspective. In this case we would need to consider these challenges on an individual basis, for items shipped to these locations. Freight prices in the proposal state to call first if shipping to Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Genie Regional Sales Managers are primarily responsible for communicating with our dealers, informing them we are a SourceWell provider, and the advantages of a cooperative purchasing program. We conduct SourceWell familiarization and information training twice a year for the entire sales organization and provide them with access to a SourceWell marketing flyer produced by our Marketing Department to be used in discussions with Dealers. We also provide training on how to register on the supplier portal and access the many resources available, and how to communicate and encourage our dealers to utilize those resources to understand, identify and communicate with their prospective customers. This training is beneficial in preparing our sales organization to discuss the advantages of cooperative purchasing and the financial benefits to both the member and Dealer. Should we be awarded a contract, we will strategize with our Marketing team members to create a strategy to promote the award and identify Genie as a SourceWell supplier to SourceWell Members and our Dealers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Genie has a dedicated Media Manager and support staff. If awarded the contract we will use our social media platforms to advertise the SourceWell award. In addition as part of our sales training we will leverage each individual Regional Sales Managers LinkedIn profiles to communicate our award.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	That SourceWell will leverage their existing platforms to promote SourceWell suppliers to their members. This would include your magazine, social media, website, GTKU seminars, and Trade Shows.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Sales transactions are processed by our Dealers. We don't have enough information to comment on their abilities to transact through an e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Genie provides service & repair, parts, warranty and operator training to our dealers, who in turn can offer those services to the SourceWell member. These would include product familiarization and operation, periodic maintenance, and basic diagnostics. We do offer Operator Training and Train the Trainer training to end users through our proprietary Lift Pro Training Program. Most of the training can take place online. Our training staff can conduct training in person at the members location or onsite at one of Genie's designated training sites or Dealer locations in North America. Pricing is dependent on the number of participants, location and travel cost, and would be quoted on a one-off basis.	*

41	Describe any technological advances that your proposed products or services offer.	Terex/Genie are committed to Environmental Stewardship. Our goals include the following: • Innovating Environmentally Friendly Products • Operating in Environmentally Friendly Manner • Offering 60%+ of all Terex/Genie Models as Electric or Hybrid Electric • Targeting 15% GHG Emission Reduction by 2024 The ultra-efficient electric AC drive motors available on a number of our scissors and booms, allow for a full day's performance on a single battery charge, making it an ideal, eco-friendly solution for a number of outdoor and indoor applications on construction sites, facilities, malls, sports arenas, and also challenging pedestrian areas. Our Hybrid powered booms can perform in any surface including soft and loose rough terrain thanks to its lightweight. Additionally, it can work more than one week on a single tank of fuel and a full day's shift on a single battery charge. Genie® electric and hybrid lifts require less maintenance and fewer repairs than their diesel counterparts — saving time and keeping machines on the jobsite instead of in the shop, and they're friendly on the environment also. Less carbon footprint and less hydraulic oil deposited in landfills. From fuel-electric hybrid articulating boom lifts to E-Drive lithium-ion scissor lifts, we offer a AWP lineup that is 70% electrified to help you meet the growing demand for lower emissions and less noise. All while providing the high performance and low TCO you've come to expect from Genie. In August 2022, it was announced that Terex was making a Series A investment in Acculon Energy, a Columbus, Ohio-based engineering and connectivity company focused on developing the next generation of electrification solutions for non-automotive equipment applications, further confirming our commitment to environmental sustainability and leading-edge technologies in aerial equipment and telehandlers. See attached 2022 ESG presentation. Genie Lift Connect Telematics: The Genie Lift Connect program provides fleet managers, service managers and end users with tools to maximize efficiency and minimize downtime. You can utilize the Genie Lift Connect program to: - Remotely diagnose equipment, saving time and costly service visits - View machines with upcoming maintenance for easy planning - View alert dashboards to identify if action should be taken - Understand the health of your machine in a single view - Search directly for asset location and status - Understand machine utilization and drive ROIC Data can be accessed through the Lift Connect portal or through a mobile device.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have environmental roadmaps in place for air emissions, chemical management, energy conservation/GHG reduction, hazardous waste solid groundwater and storm water, water management, waste management and environmental management. Our environmental roadmaps enable Terex to reduce hazards and exposures, adhere to the law and proactively improve processes. We are targeting a 15% reduction in Greenhouse Gas ("GHG") emissions by 2024 (from our 2019 baseline). We monitor GHG emission from direct combustions, electricity, refrigerants and vehicle fuel usage. All our sites participate in our greenhouse gas emission reduction campaign and are required to put processes in place that will reduce emissions.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	One of Americas most Responsible Companys 2023 As awarded by Newsweek Magazine.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Many of our Dealers are minority, small business or veteran owned businesses, but we don't capture this information in the course of business. For many years, our Diversity & Inclusion efforts have centered around supporting women in our organization through Women@Terex. During 2020, we added the important concept of "Equity" to our Diversity & Inclusion program, as we expanded our program to make sure that all non-majority team members feel accepted and have opportunities to grow within Terex. To achieve this, we mobilized a Diversity, Equity & Inclusion Advisory Committee that is focused on training, development, recruitment and inclusion. We are proud of the diversity of our Board. Three of our eight directors are women, one is CaribbeanAmerican, and one is Native American. Our directors are also diverse in their skills and experiences in industry, operations, financial, international or other attributes. WOMEN@TEREX Our Company has a vibrant, global initiative to increase representation of women in our workplace because we recognize that women are often under-represented in manufacturing organizations such as ours. We are making excellent progress, requiring diverse candidate slates, supporting women through mentoring, training, and colleague-to-colleague education, and using our talent development process to identify qualified women for their next role(s) within our organization. In 2014, we established 5-year goals to increase representation in 3 areas: women in leadership, women in line roles (like operations, engineering and sales) and women overall. Having made progress against these goals, we have extended them for another 5 years. EXPANDING OUR DIVERSITY, EQUITY & INCLUSION FOCUS In 2020, we committed to expand our primary Diversity, Equity & Inclusion focus areas to include race and ethnicity, to ensure that members of under-represented groups have a sense of belonging and can thrive within our organization. We intentionally defined our Diversity, Equity & Inclusion aspirations, initially focusing on our U.S. workforce: To increase minority representation by 2025 • Leadership from 7% to 10% • Management from 11% to 15% • Indirect Manufacturing from 24% to 28% • Indirect SG&A from 16% to 20% Reference 2020 Terex Environmental, Social & Governance Report attached.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. A dealer network covering every county and province in the US & Canada. 2. Access to one of the largest and most comprehensive aerial work platforms and telehandler products available. 3. Unparallel Sales and Product Support coverage through our Dealers and Terex/Genie Regional Field Staff 4. A company committed to Sustainability, with over 70% of our products offering electric and hybrid power.	*

Table 9A: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Accessories, assemblies and components included in Genie's equipment, which are not manufactured by Genie or one of Genie's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, including without limitation friction plates, glass, clutch and brake linings, filters, wire rope and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer. Freight charges are not covered by warranty. ITEMS NOT COVERED BY WARRANTY The following listed items, which are not exhaustive, are NOT covered under this warranty: 1. Lamps, lenses, filters, consumable items, utility trailer decks, shop supplies. 2. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment. 3. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return. 4. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles. 5. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly 6. Maintenance services and wear parts including, but are not limited to: seals, gaskets, hoses, friction plates, glass, clutch and brake linings, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, breathers, belts, nozzles, adjustments of any kind, services, supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time. 7. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier. 8. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals. 9. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred. 10. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment. 11. Labor is reimbursed @ \$80/hour	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Self-Propelled Booms, Scissor lifts and Telehandlers are all covered under our exclusive 1, 3, and 5 year warranty. That is 1 year for electrical and base machine, 3 years for hydraulic components and 5 years structural. No hour limit is imposed. Some items are covered by the manufacturer's warranty, i.e., Engines, which may have an hour limit, typically they are 1000 hours per year. We do specify that units must be maintained and used within design and normal limits. Please see attached LIMITED PRODUCT WARRANTY for details. (Attached)	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel Time is not covered. Mileage is paid at .50 cents per mile up to 400 miles per claim.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Accessories, assemblies and components included in Genie's equipment, which are not manufactured by Genie or one of Genie's affiliates, are subject to the warranty of their respective manufacturers. Examples: Tires, Engines, batteries and other components are covered thru the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	For warranty purposes, we ask that defective parts are held for 60 days or until the claim is closed. We may ask for a part to be returned for evaluation but that is rare. Generally, photos will suffice in most instances. Parts may be returned if needed and follow standard return process. These returns are initiated on our E commerce portal.	*
52	Describe any service contract options for the items included in your proposal.	Any additional service contracts would be offered by the selling Genie Dealer. If SourceWell Member is interested in additional services, it would be negotiated with the Dealer subject to availability.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are determined by each individual Dealer. N/A	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Terex Financial Services™ TFS is part of the Terex® family, so you'll work directly with a team of financial professionals who understand your business and can help you get the equipment you need with financial solutions based on your business goals and objectives. TFS knows the importance of working closely with our customers to understand the unique challenges of their business and their financial goals and requirements. Obtaining financing can sometimes seem daunting, so we work to simplify the process and guide you while providing you with a reliable, flexible and timely one stop service that lets you focus on what you know best: your business. Terex Financial Services offers the following financing solutions: - Leasing solutions including Operating, Fair Market Value and TRAC leases - Loans - Wholesale/Floor Planning Solutions - Used Equipment Financing - Asset Management	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transaction documents are generated by each individual Genie Dealer, as such N/A	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Payments methods are determined by each individual dealer. N/A	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the SourceWell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the SourceWell discounted price) on all of the items that you want SourceWell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Terex/Genie's pricing models have changed in the last few years, as we've adopted a new business operating system and instituted a new pricing model based on Market Based Pricing vs the traditional discount from list price. We do not publish List Price Sheets. SourceWell pricing will include: 1. Line item description of each Model and associated Accessories with the SourceWell Member "Not to Exceed" price associated with the model or accessory. 2. Line item "Not to Exceed" Freight Price for each associated Model. We traditionally make pricing adjustments on an annual basis but reserve the right to adjust prices at any time based on economic conditions and other market metrics, in accordance with our contractual obligations.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	N/A	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for items like pre-delivery inspection, familiarization, or initial inspection are included in the SourceWell Member price and provided by the Genie Dealer at no additional charge. Certified Operator Training is not included in the SourceWell Member price and would be negotiated with the Genie Dealer if available. Most Genie AWP products are required by ANSI standards to be delivered to the authorized dealer for Pre-delivery inspection prior to delivery to the SourceWell Member. If Genie products which require PDI are dropped shipped to the SourceWell Members location at their request. Additional charges, such as transportation and service rate may apply. We always recommend shipment to the Dealer prior to delivery.	*
62	If freight, delivery, or shipping is an additional cost to the SourceWell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight "Not to Exceed" cost is listed as a line item per model.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery pricing for Alaska and Hawaii are listed as separate line items for each individual model.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Traditionally, the sales price for like models varies and is determined by the Dealer. The price that our Dealers purchase equipment from Genie vary based on annual/historical purchase volume, and other factors.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have internal reporting to track Sourcewell sales. Each quarter we require that dealers provide copies of their invoice for the Sourcewell sale to compare and ensure the pricing is aligned with our contract pricing with Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	- SourceWell revenue YOY vs PY - SourceWell Revenue vs PY averages - SourceWell Opportunities/Quotes vs PY. As measured by or CRM Software - SourceWell Opportunities close ratio vs PY. As measured by or CRM Software - SourceWell Opportunity Pipeline Metrics - SourceWell Margin analysis and Price Realization	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Aerial Work Platforms: Electric, Diesel, and Hybrid powered, Manually & Self propelled vertical lifts, scissor lifts, articulated and straight boom man lifts, with working heights of 15' - 190', with all terrain capabilities. Numerous options and accessories are available to increase jobsite productivity and safety. Telehandlers: Diesel powered telehandlers with reach from 19' - 56', and lift capacities from 5500 to 15,000 lbs. A wide selection of attachments and options are available to increase jobsite productivity and safety. Material Lifts: Lightweight, low-cost material lifts — including the Genie Super Hoist™, Genie Lift™, Superlift Contractor®, and Superlift Advantage® models, designed to enhance worksite productivity with highly portable solutions for a wide variety of indoor and outdoor applications. Lift capacities to 1000lbs. up to 24'. Plus, a wide variety of options and accessories make them extremely adaptable to fit specific worksite needs.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Slab scissor lifts. Rough Terrain scissor lifts Vertical Mast Lift Articulating boom lift Straight mast boom lift	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments	
71	Air Compressors	☐ Yes ☒ No	N/A	*
72	Light Towers	☐ Yes ☒ No	N/A	*
73	Generators	☐ Yes ☒ No	N/A	*
74	Pressure Washers	☐ Yes ☒ No	N/A	*
75	Welders	☐ Yes ☒ No	N/A	*
76	Aerial Equipment (scissor lifts/manlifts)	☒ Yes ☐ No	Terex/Genie's proposal includes all Aerial Work Platforms, Material Lifts, Telehandlers, and associated accessories currently offered in North America	
77	Pumps (less than 30 HP)	☐ Yes ☒ No	N/A	
78	Soil Compaction Equipment	☐ Yes ☒ No	N/A	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Copy of Terex Genie 2023 Pricing RFP 020923.xlsx - Monday February 06, 2023 11:20:21
- [Financial Strength and Stability](#) - Terex Financial Strength and Stability.zip - Monday February 06, 2023 11:50:14
- [Marketing Plan/Samples](#) - Genie Terex Marketing Plan Samples 2023.zip - Monday February 06, 2023 11:57:08
- [WMBE/MBE/SBE or Related Certificates](#) - Terex---Introducing-Terex-Corporation---01-05-22.pdf - Monday February 06, 2023 12:14:35
- [Warranty Information](#) - Genie Warranty Doc.pdf - Monday February 06, 2023 11:58:07
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Terex Environmental_Social_Governance_Report.pdf - Monday February 06, 2023 12:06:48

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joel Harper, Senior Retail Sales Manager, NA, Terex USA, LLC

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

☒ Yes ☐ No

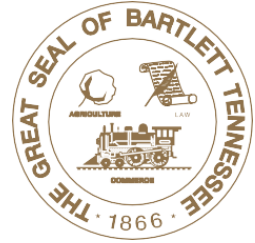
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	☒	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	☒	1

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Eighteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

Formal Body:

Attachments:

GovDeals July 10 2025



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SUBMITTED

Meeting: 7/8/25 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Anna Flynn

Department Head: Dick Phebus

AGENDA ITEM

Eighteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

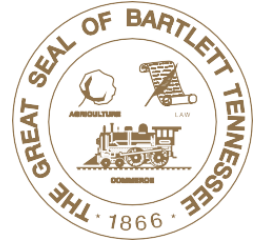
<u>Department</u>	<u>Year</u>	<u>Make/Model</u>	<u>Color</u>	<u>Vehicle ID#</u>
Police	1995	Ford Ranger	Red	1FTCR10A5SUB87202
Police	2006	Ford F-250	Red	1FTSW21P06ED06836
Police	2006	Ford F-150 XL	White	1FTRX12WX6NB37808
Police	2007	Toyota Tundra	Blue	5TFSV541X7X004066
Police	2015	Mercedes Benz C300	White	55SWF4KB6FU008160
Police	2017	Nissan Maxima	Black	1N4AA6AP9HC383596
Police	2000	Ford F-150	White/Black	1FTRF17W6YNA95376
Police	2014	Dodge Charger	White	2C3CDXAT1EH367810
Public Works	2008	Ford F-150	White	1FTRF12W48KC95116
Public Works	1996	Ford F-150	White	1FTEF15NXTNA26675
Public Works	1998	Mack CH613	White	1M2AA13Y6WW086294
Public Works	2006	Mack LE600	White	1M2AC08C36M010870
Public Works	2009	Freightliner	White	1FVACXDT29DAM9044
Public Works	2007	American Condor	White	55XHANCY48RZ61828
Public Works	2003	Peerless RTASF-48	White	1PLX048243PC53249
Public Works	2001	Peerless RTASF-48		1PLX048231PA52300
Public Works	2001	Peerless RTASF-48	White	1PLX048251PA52301
Public Works	1998	ODB SCL 800TM	White	SCL801TM2539824D2

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

Board of Mayor and Aldermen
July 8, 2025

Item Memo



Consent Summary:

Formal Body:

Attachments:

May25FinRprt



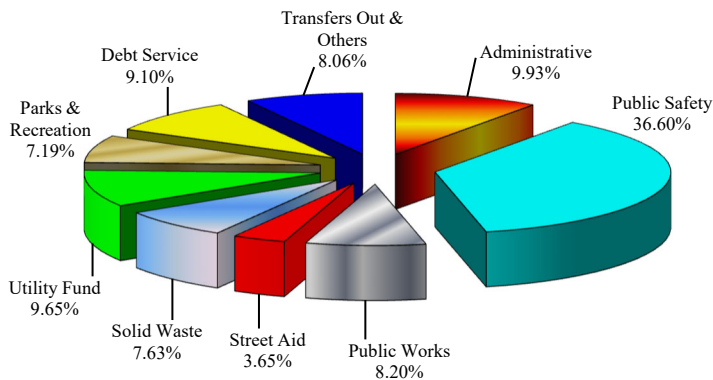
City of Bartlett

FINANCIAL REPORT

May 31, 2025

Total Expenditures, FY 2025 Budget: \$100,937,114

WHERE THE \$ GOES (Does not include School)

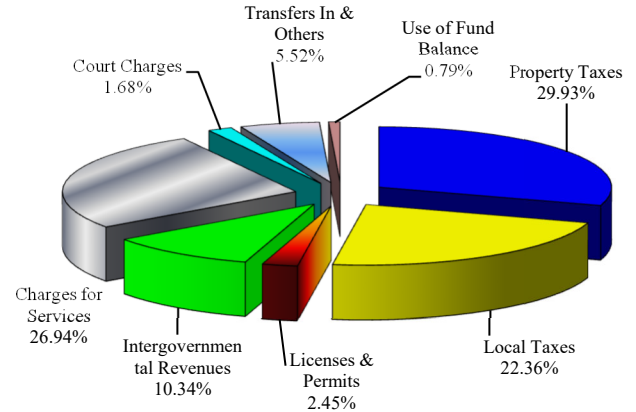


BUDGET HIGHLIGHTS

- Property, Sales taxes and Building & Development Fees are below budgeted. Court fees and interests are exceeding budget. Other revenues are within budget. Overall, General Fund is within budget.
- 2nd delinquent property tax notices will be sent at the end of June.
- Fiscal Year 2026 budget were presented to the Board of Mayor and Aldermen on May 13.

Total Revenues, FY 2025 Budget: \$100,937,114

WHERE THE \$ COMES FROM (Does not include School)



FY 2025 YEAR-TO-DATE For The Period Ending May 31, 2025

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,929,661	\$ 8,045,887
Public Safety	36,477,170	34,378,645
Public Works	7,488,894	6,566,386
Parks and Recreation	6,269,135	5,563,416
Performing Arts	861,880	813,843
Transfers & Other Gen. Fund Items	5,046,519	4,931,019
Subtotal	\$ 65,073,258	\$ 60,299,196
General Fund Revenues		
Property Taxes	\$ 30,212,000	\$ 29,878,167
Local Taxes	17,700,000	14,308,314
Building and Development Fees	2,477,000	1,876,237
Intergovernmental	8,415,000	6,347,557
Charges for Services	3,371,870	3,221,719
Court Charges	1,437,000	1,630,104
Other Revenue	1,460,388	1,345,323
Subtotal	\$ 65,073,258	\$ 58,607,421
Special Rev. Funds - Expenditures	\$ 13,909,195	\$ 12,027,323
Special Rev. Funds - Revenues	\$ 13,909,195	\$ 16,510,722
Utility Expenses	\$ 13,345,921	\$ 10,847,977
Utility Revenues	\$ 13,345,921	\$ 11,947,291
Debt Service Expenditures	\$ 8,608,740	\$ 8,533,195
Debt Service Revenues	\$ 8,608,740	\$ 7,147,849
Total Expenditures	\$ 100,937,114	\$ 91,707,690
Total Revenues	\$ 100,937,114	\$ 94,213,283

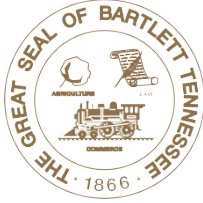
Note: FY 2025 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending May 31, 2025



	FY 2024 Audited Actual	FY 2025 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2024	Year-to-Date Actual FY 2025	Increase/ Decrease in \$	Percent of FY 2024 Actual	Percent of FY 2025 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,853,574	\$ 8,929,661	\$ 1,076,087	\$ 6,533,894	\$ 8,045,887	\$ 1,511,993	83.20%	90.10%	6.91%
Public Safety	33,969,752	36,477,170	2,507,418	32,161,287	34,378,645	2,217,358	94.68%	94.25%	-0.43%
Public Works	7,170,493	7,488,894	318,401	6,353,761	6,566,386	212,625	88.61%	87.68%	-0.93%
Parks and Recreation	7,045,366	6,269,135	(776,231)	6,707,844	5,563,416	(1,144,429)	95.21%	88.74%	-6.47%
Performing Arts	862,087	861,880	(207)	763,770	813,843	50,073	88.60%	94.43%	5.83%
Transfers & Other Gen. Fund Items	6,835,242	5,046,519	(1,788,723)	6,728,665	4,931,019	(1,797,646)	98.44%	97.71%	-0.73%
Total General Fund Expenditures	\$ 63,736,513	\$ 65,073,258	\$ 1,336,746	\$ 59,249,221	\$ 60,299,196	\$ 1,049,974	92.96%	92.66%	-0.30%
General Fund Revenues									
Property Taxes	\$ 29,420,768	\$ 30,212,000	\$ 791,232	\$ 29,270,876	\$ 29,878,167	\$ 607,291	99.49%	98.90%	-0.60%
Local Taxes	17,532,028	17,700,000	167,972	14,360,746	14,308,314	(52,432)	81.91%	80.84%	-1.07%
Building and Development Fees	2,672,237	2,477,000	(195,237)	2,328,774	1,876,237	(452,537)	87.15%	75.75%	-11.40%
Intergovernmental	8,300,946	8,415,000	114,054	6,219,385	6,347,557	128,172	74.92%	75.43%	0.51%
Charges for Services	4,301,747	3,371,870	(929,877)	3,917,660	3,221,719	(695,941)	91.07%	95.55%	4.48%
Court Charges	1,357,313	1,437,000	79,687	1,264,301	1,630,104	365,803	93.15%	113.44%	20.29%
Other Revenue	1,306,563	1,460,388	153,825	1,016,076	1,345,323	329,247	77.77%	92.12%	14.35%
Total General Fund Revenues	\$ 64,891,601	\$ 65,073,258	\$ 181,658	\$ 58,377,819	\$ 58,607,421	\$ 229,602	89.96%	90.06%	0.10%
Special Revenue Funds									
Street Aid Fund	\$ 2,814,903	\$ 3,680,000	\$ 865,097	\$ 1,972,718	\$ 2,431,383	\$ 458,665	70.08%	66.07%	-4.01%
Solid Waste Fund	7,878,391	7,758,377	(120,014)	7,058,402	6,679,270	(379,132)	89.59%	86.09%	-3.50%
General Improvement Fund	1,110,482	1,090,800	(19,682)	813,820	637,797	(176,023)	73.29%	58.47%	-14.81%
Drug Enforcement Fund	184,004	334,500	150,496	159,722	153,813	(5,909)	86.80%	45.98%	-40.82%
DEA Enforcement Fund	18,726	134,994	116,268	18,555	41,387	22,832	99.08%	30.66%	-68.43%
Drainage Control Fund	133,691	785,524	651,833	122,417	771,300	648,883	91.57%	98.19%	6.62%
Park Improvement Fund	0	125,000	125,000	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	12,907	0	(12,907)	12,907	23,154	10,248	0.00%	0.00%	0.00%
Grant Funds	7,541,552	0	(7,541,552)	5,327,483	1,289,218	(4,038,265)	70.64%	0.00%	-70.64%
Special Revenue Funds - Expenditures	\$ 19,694,656	\$ 13,909,195	\$ (5,785,461)	\$ 15,486,023	\$ 12,027,323	\$ (3,458,700)	78.63%	86.47%	7.84%
Special Revenue Funds - Revenues	\$ 17,542,819	\$ 13,909,195	\$ (3,633,624)	\$ 14,071,208	\$ 16,510,722	\$ 2,439,514	80.21%	118.70%	38.49%
Utility Fund									
Total Utility Operations	\$ 13,951,499	\$ 12,771,741	\$ (1,179,758)	\$ 12,474,346	\$ 10,323,996	\$ (2,150,350)	89.41%	80.83%	-8.58%
Total Utility Debt Expenses	1,132,204	574,180	(558,024)	1,157,953	523,981	(633,972)	102.27%	91.26%	-11.02%
Total Utility Expenses	\$ 15,083,703	\$ 13,345,921	\$ (1,737,782)	\$ 13,632,299	\$ 10,847,977	\$ (2,784,322)	90.38%	81.28%	-9.09%
Total Utility Revenues	\$ 14,715,845	\$ 13,345,921	\$ (1,369,924)	\$ 11,813,078	\$ 11,947,291	\$ 134,213	80.27%	89.52%	9.25%
Debt Service Fund									
Total Debt Service Expenditures	\$ 11,802,966	\$ 8,608,740	\$ (3,194,226)	\$ 11,802,966	\$ 8,533,195	\$ (3,269,771)	100.00%	99.12%	-0.88%
Total Debt Service Revenues	\$ 9,526,476	\$ 8,608,740	\$ (917,736)	\$ 8,312,274	\$ 7,147,849	\$ (1,164,425)	87.25%	83.03%	-4.22%
Total Expenditures	\$ 110,317,838	\$ 100,937,114	\$ (9,380,724)	\$ 100,170,510	\$ 91,707,690	\$ (8,462,819)	90.80%	90.86%	0.05%
Total Revenues	\$ 106,676,741	\$ 100,937,114	\$ (5,739,626)	\$ 92,574,379	\$ 94,213,283	\$ 1,638,904	86.78%	93.34%	6.56%



**Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134**

**Meeting: 7/8/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 24-25

Resolution 24-25, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Buy Board.

WHEREAS, BUY BOARD is a national purchasing cooperative, based in Texas, serving both the public and non-profit sectors of purchasing; and

WHEREAS, BUY BOARD awards its contracts based on the same competitive solicitation processes authorized by the City of Bartlett; and

WHEREAS, the City's purchasing function in most cases elects to complete its own procurements but recognizes that, on occasion, a greater cost savings and a streamlined procurement process may be achieved through participation in such a cooperative procurement; and

WHEREAS, local government entities become participating members of BUY BOARD by completing an online membership agreement, at no cost, and the Finance Director/Purchasing Agent could be authorized to execute and submit the document; and

WHEREAS, TENN. CODE ANN. § 12-3-1205(b) provides that local governments may participate in a master agreement by adopting a resolution accepting the terms of the master agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, THAT:

SECTION 1: The Mayor or his designee be, and hereby is, authorized to execute an Agreement with BUY BOARD allowing the City of Bartlett to be a Participating Member of BUY BOARD with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s).

SECTION 2: This Resolution shall take effect from and after its passage, the public welfare requiring it.

Adopted this day of July 8, 2025.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parson, Mayor

Attest: Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: July 8, 2025

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to authorize competitive bid contracts sponsored by National Purchasing Cooperative (*BuyBoard*)

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to authorize the Mayor or his appointee to execute an agreement with National Purchasing Cooperative, a national purchasing cooperative based in Texas to identify qualified vendors of commodities, goods and services to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings for Cooperative Members.

BACKGROUND: The City of Bartlett continues to experience significant delays and/or equipment purchase cancellations due to disruptions in equipment and commodity supply chains. Delays have ranged from six months to eighteen months in receiving equipment once an order is placed. *BuyBoard* is a national purchasing cooperative, having secured contracts with vendors that supply commodities and equipment to state and local governments. The contracts with *BuyBoard* are similar to the State of Tennessee statewide contracts for equipment and supplies.

DISCUSSION:

- Tennessee Code Annotated 12-3-1205 allows local governments to participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement. A copy of TCA 12-3-1205 is attached to this resolution for reference purposes.

BUDGET IMPACT: Approval of the resolution will allow the city to participate in cost savings and other benefits provided by using *BuyBoard* as a vendor for commodities and capital asset acquisitions previously budgeted in the City's regular operating budget or in the approved CIP budget.

PROPOSED MOTION: To approve resolution as presented authorizing the use of competitive bid contracts sponsored by *BuyBoard*.

NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____
Dan Troxell, Ph.D.
Assistant Secretary

Date: _____

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

CITY OF BARTLETT, TENNESSEE
(Government Entity Name)

By: _____
Signature of authorized representative of Cooperative

Date: 7/8/2025

Member David Parsons, Mayor _____
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Dick Phebus _____
Name

Finance Director _____
Title

6400 Stage Road _____
Mailing Address

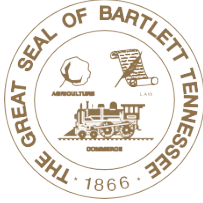
Bartlett _____
City

Tennessee 38134
State Zip Code

901-385-1060 _____
Telephone

Fax

dphebus@cityofbartlett.org
Email



**Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134**

**Meeting: 7/8/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 25-25

Resolution 25-25, a resolution to amend the Fiscal Year 2025 General Fund Budget to recognize \$5,111 cash donation from the Lowe's Home Improvement B2B program and appropriate the funds for the Bartlett Police Department.

WHEREAS Lowe's Home Improvement generously donated \$5,111 to the City of Bartlett Police Department on June 17, 2025; and

WHEREAS the donated funds are to be used for police equipment, or more specifically, stop sticks, a tire-deflation device which could end high-speed pursuits quickly and safely; and

WHEREAS it now becomes necessary to recognize the Lowe's Home Improvement B2B donation and provide for the use of these funds.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2025 General Fund budget is amended to recognize \$5,111 in additional revenues and expenditures for the Bartlett Police Department.

Description	Increase Revenue	Increase Expenditures
110.30000.36830	\$5,111	
110.42100.939		\$5,111

Adopted this day of July 8, 2025

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: Penny Medlock, City Clerk

City of Bartlett
Police Department



Jeff Schartung, LPC
Lowe's ORC Manager
100 Lowe's Dr.
Elizabethtown, KY 42701

Mr. Schartung,

The Bartlett Police Department is committed to providing quality service to the citizens of Bartlett and Shelby County, TN. With growing demands on our officers, we consistently research technological advancements which aid in the performance of our duties. The advancement in technology has enhanced law enforcement capabilities but the expense of these items can become a burden to budgetary restraints. To overcome these issues, we strive to build partnerships within the city and these partnerships are a critical piece to our overall success. This letter is our attempt to partner with Lowe's to bring pursuit prevention technology to the City of Bartlett.

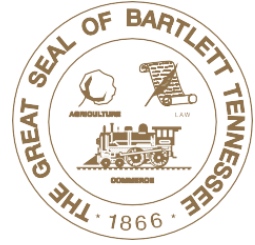
The Bartlett Police Department has invested in the technology in the past and found it to be extremely beneficiary in preventing vehicle pursuits. As you are well aware of one of the most dangerous situations to the public and law enforcement, is a vehicle speeding recklessly away from a scene or evading law enforcement in a motor vehicle. The issue we face as a department is not having enough resources in the hands of every officer. With the assistance of Lowe's through the Back the Blue program we would be able to put more of the devices in the hands of officers to prevent or terminate pursuits to prevent further danger to the public.

The cost of the equipment would be \$5114.45 and would be purchased using a GSA contract through Stop Sticks LTD. We would like to request the funds through Lowe's Back the Blue Program. The cost would allow us to purchase 7 stop sticks kits and well as 5 replacement part kits. If you have any questions, please feel free to reach out to me at DStewart@BartlettPolice.org or 901-385-5529 ext. 2100.

Sincerely,
Captain Dustin Stewart
Bartlett Police Department
Investigative Services Division
3730 Appling Rd.
Bartlett, TN 38133

Board of Mayor and Aldermen
July 8, 2025

Item Memo

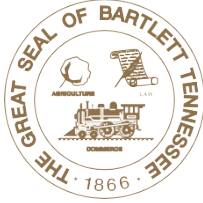


Consent Summary:

Formal Body:

Attachments:

BOE 12-9 Resolution General Fund SIGNED May 22 2025



**Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134**

Resolution 26-25

**Meeting: 7/8/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 26-25, a resolution to amend the Fiscal Year 2025 Bartlett City General Purpose School Fund and Education Capital Projects Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education (BOE) General Purpose School Fund and other school fund budgets, as amended; and

WHEREAS, the Bartlett City BOE, using Resolution 12-9, approved a budget amendment on May 22, 2025, amending the FY2025 General Purpose School Fund for architects, engineering and contracted services for improvements to the Bartlett High School Practice Facilities; and

WHEREAS, resolution 12-9 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen
that the amendment itemized in resolution 12-9 to the FY2025 General Purpose School Fund of the Bartlett City BOE is approved.

Adopted this day of July 8, 2025

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: Penny Medlock, City Clerk



RESOLUTION 12-9

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2024-2025 FISCAL YEAR GENERAL PURPOSE FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

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

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

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

Section 1. That the General Purpose Fund Budget for the 2024-2025 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts as referenced below:

Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
177	91300	30400	5710	Architects-BHS Practice Facility	\$0.00	\$208,450.00		\$208,450.00
177	91300	32100	5710	Engineering Services-BHS Practice Facility	\$0.00	\$39,050.00		\$39,050.00
177	91300	39900	5710	Contracted Services-BHS Practice Facility	\$0.00	\$5,390.00		\$5,390.00
Totals					\$0.00	\$252,890.00	\$0.00	\$252,890.00
FY25 Amended General Fund Balance					Beginning Bal	Add	Subtract	Amended Fund Bal
					\$55,014,045.60		\$252,890.00	\$54,761,155.60

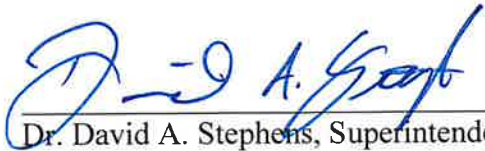
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective May 22, 2025 from and after its adoption by the Bartlett City Board of Education.

Adopted this 22 day of May, 2025.

A handwritten signature in blue ink, reading "David M. Cook II", written over a horizontal line.

David M. Cook II, Chairman
Bartlett City Board of Education

A handwritten signature in blue ink, reading "Dr. David A. Stephens", written over a horizontal line.

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

A handwritten signature in blue ink, reading "Kari Shoopman", written over a horizontal line.

APPROVED AS TO FORM:
Kari Shoopman, General Counsel