

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
March 23, 2023

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Mandatory Referral for Dedication of Right-of-way and Easement along New Salem Highway (Planning)
2. Mandatory Referral for Dedication of Right-of-way and Easement along Thompson Lane (Planning)
3. Mandatory Referral for Abandonment of Repurified Waterline Easement along Greshampark Drive (Planning)
4. Mandatory Referral for Abandonment of Drainage, Temporary Construction, and Public Utility/Drainage Easements along Memorial Boulevard (Planning)
5. Mandatory Referral for Abandonment of a Drainage Easement along Middle Tennessee Boulevard (Planning)
6. Mandatory Referral for Abandonment of a portion of a Sanitary Sewer Easement along New Salem Highway (Planning)
7. Purchase of Uniforms, Clothing and Equipment (Police)
8. Mechanical Electrical Service Contract Task Order 22-01 Change Order (Water Resources)

Old Business

Ordinance

9. Ordinance 23-O-01 Salem Highway and Barfield Road Special Sanitary Sewer Assessment District (2nd and final reading) (Water Resources)

Land Use Matters

10. Ordinance 23-OZ-04 Zoning property along Butler Drive (2nd and final reading) (Planning)
11. Ordinance 23-OZ-05 Rezoning property along West Thompson Lane (2nd and final reading) (Planning)
12. Ordinance 23-OZ-02 Rezoning property along Memorial Boulevard (2nd and final reading) (Planning)
13. Ordinance 23-OZ-03 Zoning property along South Church Street (2nd and final reading) (Planning)

New Business

Resolution

14. Resolution 23-R-04 FY23 City Schools Budget Amendment #6 (Schools)

On Motion

15. Professional Services Contract for Phase I Downtown Murfreesboro Community Plan (Community Development)
16. Purchase of License Plate Recognition Camera System (Police)
17. Purchase of Public Safety Camera System (Police)
18. Purchase of Mobile Data Terminals (Police)
19. 2021 Sewer Rehabilitation - Final Change Order (Water Resources)

Board & Commission Appointments

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Dedication of Right-of-way and Easement along New Salem Highway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of right-of-way (ROW) and construction easements on City-owned property on New Salem Highway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

Background Information

In this mandatory referral [2023-709], Council is being asked to consider the dedication of ROW and construction easements to TDOT on City-owned property along New Salem Highway at its intersection with Bridge Avenue. The ROW and easements are needed by TDOT in conjunction with its New Salem Highway road widening project.

Council Priorities Served

Expand Infrastructure

The proposed ROW and easement dedication will help facilitate the road widening improvements for New Salem Highway. The proposed road project will add needed capacity to New Salem Highway, a heavily traveled major arterial roadway.

Attachments:

1. Memo from Deputy City Attorney
2. Exhibits of proposed ROW and easements



**MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT**

TO: Chair Jones and Members of the Planning Commission
FROM: David A. Ives
DATE: March 7, 2023
RE: Additional ROW and Temporary Construction Easements to TDOT for SR 99 / New Salem Highway Project

MANDATORY REFERRAL

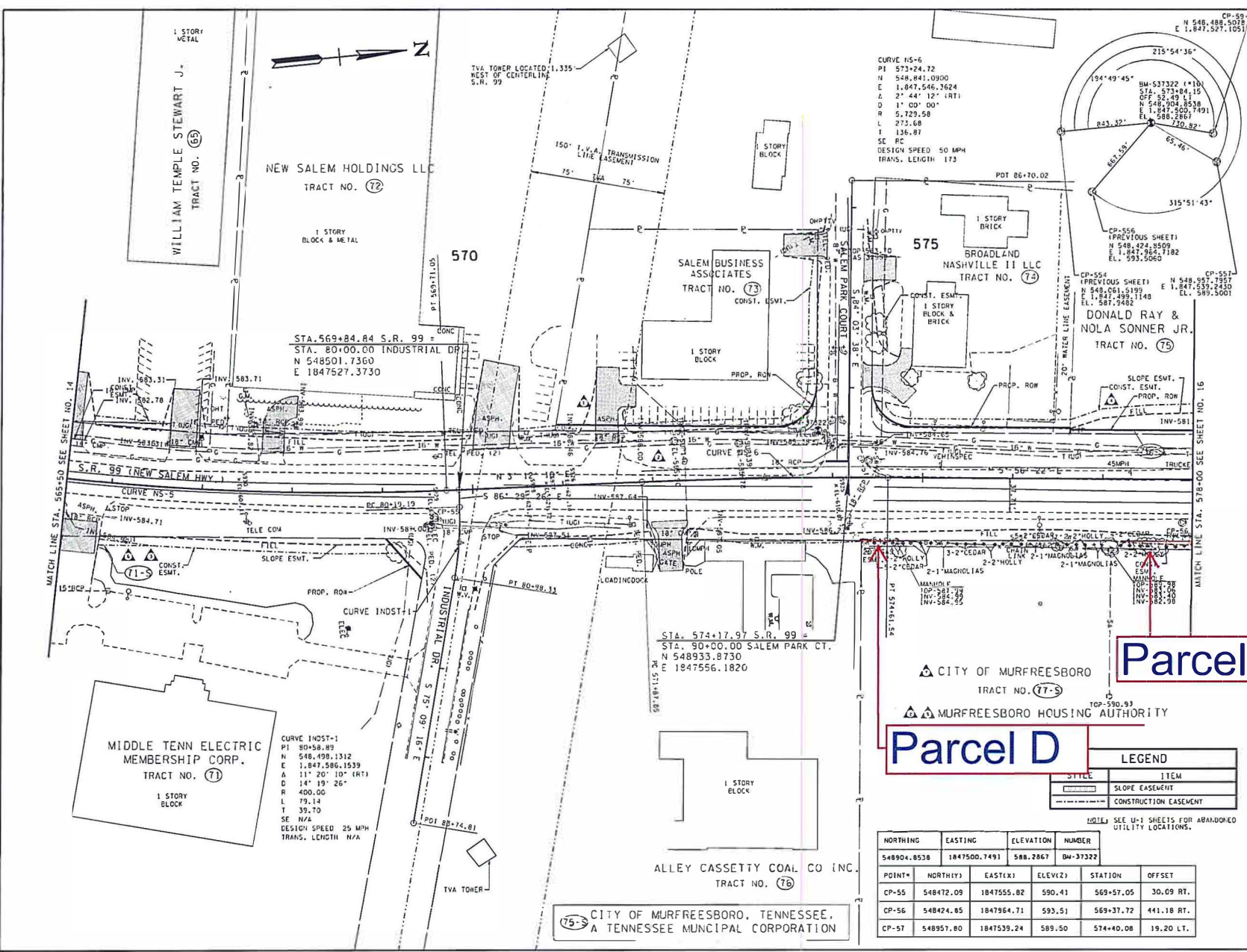
TDOT is requesting additional ROW and additional Construction Easements from City owned property along SR 99 / New Salem Highway for the upcoming road widening project.

The additional ROW and TCEs are shown on the attached Exhibit (2 pages).

I request your recommendation to City Council that the requested ROW and TCEs be granted.

I will be happy to answer any questions.

11/22/2023 4:07:07 PM
 P:\2024\Projects\104-09-203 - SR-99\Design\Sheet\SR-99 ROW Revision 10-20-23.dgn Illustrations_15.in



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2009	STP-99(29)	15

- ▲ REVISED 12-01-09: REMOVED SLOPE EASEMENT SHADING ADJACENT TO DRIVES.
- ▲ REVISED 05-11-10: UPDATED LOCATION OF EXISTING UTILITIES.
- ▲ REVISED 09-30-20: ADDED SLOPE EASEMENT. ACQUIRED ADDITIONAL R.O.W. WITHIN TRACT 71. AND LABELED THE ACQUISITION AS 71-5.
- ▲ REVISED 12-10-20: ACQUIRED ADDITIONAL R.O.W. WITHIN TRACT 75. AND LABELED THE ACQUISITION AS 75-5.
- ▲ REVISED 01-15-21: RENAMED TRACT 77.
- ▲ REVISED 03-25-21: DELINEATED ACQUISITION FOR TRACT 71-5.
- ▲ REVISED 11-01-22: ADDED TRACT 77-5. RENAMED TRACT 77.

R.O.W.
PLANS

Parcel C

Parcel D

STILE	ITEM
---	SLOPE EASEMENT
---	CONSTRUCTION EASEMENT

NORTHING	EASTING	ELEVATION	NUMBER
548904.8538	1847500.7491	588.2867	BM-37322

POINT#	NORTH(Y)	EAST(X)	ELEV(Z)	STATION	OFFSET
CP-55	548472.09	1847555.82	590.41	569+57.05	30.09 RT.
CP-56	548424.85	1847964.71	593.51	569+37.72	441.18 RT.
CP-57	548957.80	1847539.24	589.50	574+40.08	19.20 LT.

COORDINATES ARE NAD 83(1985) ARE DATUM ADJUSTED BY THE FACTOR OF 1.00075 AND TIED TO THE TGN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 03.

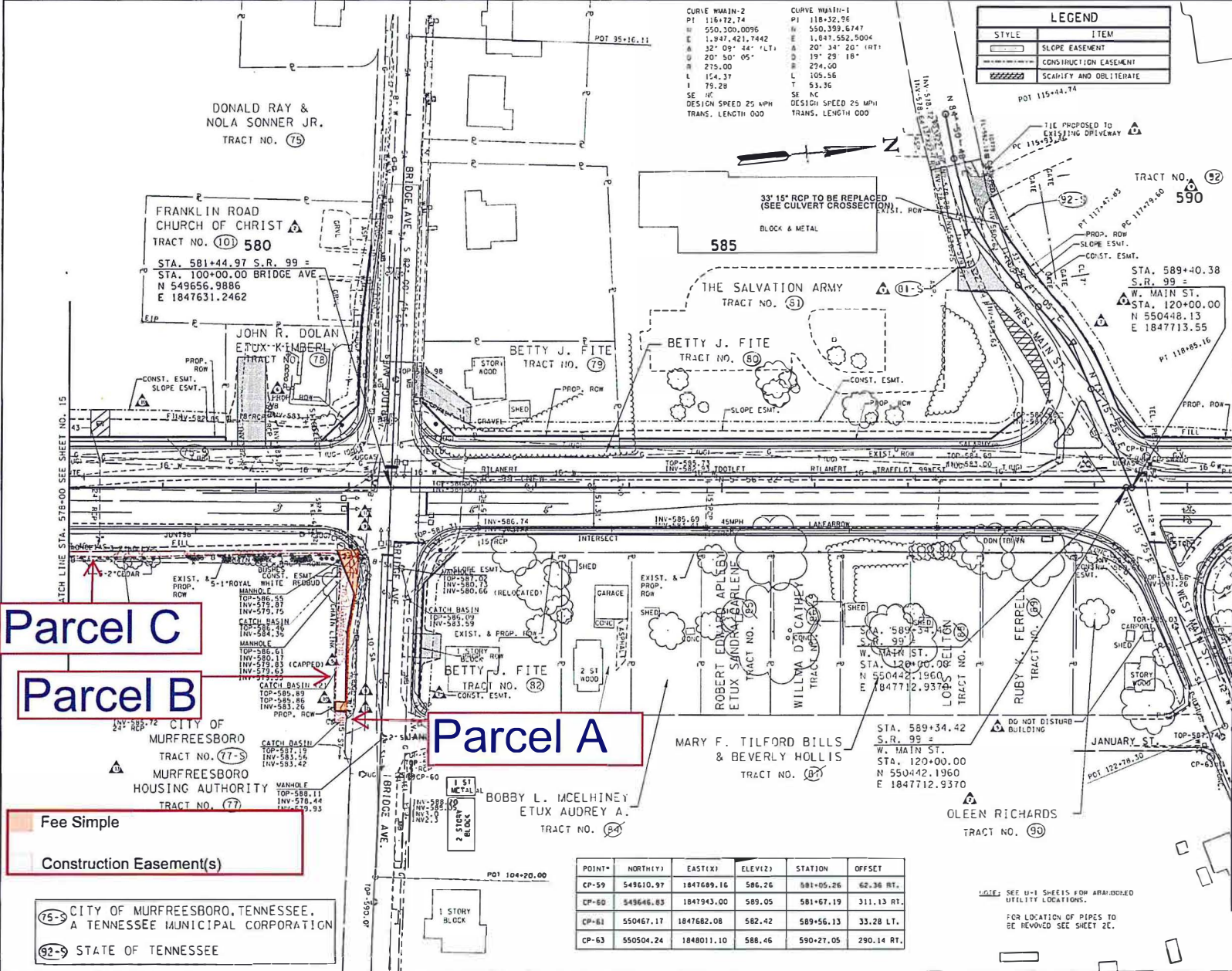
STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 565+50 TO STA. 578+00
 SCALE: 1"= 50'

75-3 CITY OF MURFREESBORO, TENNESSEE, A TENNESSEE MUNICIPAL CORPORATION

11/2/2023 3:40:18 PM
 P:\2024\Projects\04-09-203 - SR-99\Design\SR-99 ROW Revision 10-20-22\dwg\10a\SR99_16.sht



LEGEND	
STYLE	ITEM
(Symbol)	SLOPE EASEMENT
(Symbol)	CONSTRUCTION EASEMENT
(Symbol)	SCAFFOLD AND OBLITERATE

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	STP-99(20)	16

- ▲ REVISED 10-02-09: ADDED CONST. ESMT. TO TRACT 92.
- ▲ REVISED 11-09-09: UPDATED PROPERTY OWNER INFORMATION.
- ▲ REVISED 12-01-09: REMOVED SLOPE EASEMENT SHADING ADJACENT TO DRIVES.
- ▲ REVISED 05-11-10: UPDATED LOCATION OF EXISTING UTILITIES.
- ▲ REVISED 10-18-10: ADDED SLOPE EASEMENT HATCH TO TRACT 77 AND ADDED NOTE NOT TO DISTURB BUILDING.
- ▲ REVISED 03-17-11: REMOVED DRIVEWAY ON BRIDGE AVE. AT STA. 98+96.00. ADDED DRIVEWAY ON S.R. 99 AT STA. 578+95.00.
- ▲ REVISED 01-14-20: CHANGED WEST MAIN ST. ALIGNMENT. MODIFIED SLOPE LINES.
- ▲ REVISED 04-23-20: CHANGED WEST MAIN ST. ALIGNMENT. MODIFIED SLOPE LINES. ADDED R.O.W. TAKE TO TRACT 81-S, 92. ADDED NOTE TO THE PROPOSED TO EXISTING DRIVEWAY FOR TRACT 92.
- ▲ REVISED 09-30-20: ADDED SLOPE EASEMENT. ACQUIRED ADDITIONAL R.O.W. WITHIN TRACTS 77, 81, & 92. LABELED THE ACQUISITION AS 77-S, 81-S, & 92-S, RESPECTIVELY. CROSSED THROUGH TRACTS 91 & 98.
- ▲ REVISED 12-10-20: ACQUIRED ADDITIONAL R.O.W. WITHIN TRACTS 75, AND LABELED THE ACQUISITION AS 75-S. REVISED PROPOSED R.O.W. FOR TRACT 77-S ALONG BRIDGE AVE.
- ▲ REVISED 12-21-20: UPDA TED THE PROPERTY OWNERS INFORMATION FOR TRACTS 77-S & 92-S.
- ▲ REVISED 01-14-21: REMOVED TRACT 77-S. RENAMED TRACT 77.
- ▲ REVISED 11-01-21: ADDED TRACT 77-S. RENAMED TRACT 77.

Parcel C

Parcel B

Parcel A

- Fee Simple
- Construction Easement(s)

- 75-S CITY OF MURFREESBORO, TENNESSEE. A TENNESSEE MUNICIPAL CORPORATION
- 92-S STATE OF TENNESSEE

POINT#	NORTH(Y)	EAST(X)	ELEV(Z)	STATION	OFFSET
CP-59	549610.97	1847609.16	586.26	581+05.26	62.36 RT.
CP-60	549646.83	1847943.00	589.05	581+67.19	311.13 RT.
CP-61	550467.17	1847682.08	582.42	589+56.13	33.28 LT.
CP-63	550504.24	1848011.10	588.46	590+27.05	290.14 RT.

NOTE: SEE U-1 SHEETS FOR ARRANGED UTILITY LOCATIONS.
 FOR LOCATION OF PIPES TO BE REMOVED SEE SHEET 2E.

- TRACT NO. 91
WENDELL T. JONES ETUX KAREN
- TRACT NO. 98
WENDELL T. JONES

R.O.W. PLANS

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000027 AND TIED TO THE ICRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 93.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 578+00 TO STA. 590+50
 SCALE: 1"= 50'

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Dedication of Right-of-way and Easement along Thompson Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Consider request to allow dedication of right-of-way (ROW) and a drainage easement on City-owned property on Thompson Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

Background Information

In this mandatory referral [2023-708], Council is being asked to consider the dedication of ROW and a drainage easement to TDOT on City-owned property along Thompson Lane in between Leanna Road and Pennington Drive. The ROW and easements are needed by TDOT in conjunction with its Thompson Lane road widening project.

Council Priorities Served

Expand Infrastructure

The proposed ROW and easement dedication will help facilitate the road widening improvements for Thompson Lane. The proposed road project will add needed capacity to Thompson Lane, a heavily traveled major arterial roadway.

Attachments:

1. Memo from Deputy City Attorney
2. Exhibits of proposed ROW and easement



**MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT**

TO: Chair Jones and Members of the Planning Commission
FROM: David A. Ives
DATE: March 7, 2023
RE: Additional ROW and Easement to TDOT for Thompson Lane Project

MANDATORY REFERRAL

TDOT is requesting additional ROW and an additional Drainage Easement from City owned property along Thompson Lane for the upcoming road widening project.

The additional ROW and Drainage Easement are shown on the attached Exhibit (2 pages).

I request your recommendation to City Council that the requested ROW and Easement be granted.

I will be happy to answer any questions.

159 MARK JOSEPH THORNELL, JR.
AND JILL A. THORNELL

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	15A
CONST.	2022	STP-M-268(4)	15A

- ⚠️ REVISED 7-24-2020: UPDATED PROPERTY OWNER FOR TRACTS 155, 156, & 163.
- ⚠️ REVISED 5-10-2021: REVISED FROM "HOW ON TRACT 160."
- ⚠️ REVISED 3-2-2022: UPDATED PROPERTY OWNER FOR TRACT 163. ADD TO TRACT 160-S.
- ⚠️ REVISED 7-29-2022: UPDATED FROM CALL OUTS FOR TRACT 164.



163 SHANE FOGLE
AND
DANIEL FRANTZ

155 JORGE L. FREYRE

150 CITY OF MURFREESBORO

155 166 CITY OF MURFREESBORO

154 LIGHTHOUSE BAPTIST
CHURCH OF
RUTHERFORD COUNTY

145 CHARLES E.
RALSTON

160 BEVERLY L.
WALLACE

157 AHMAD CHAICHI
KHANSARI

161 STEVE MEADOWS

154 BRUCE HOOPE

167 DORIS L. COURTNEY

156 KIMBERLY F.
BAKER

155 RANDY S. DICKERSON
LESLE L. DICKERSON

Fee Simple Acquisition

Permanent Drainage Easement

*See Sheet 16 and 16A for additional acquisition areas

Permanent Drainage Easement

R.O.W.
PLANS

COORDINATES ARE NAD 83(1995). ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
DETAILS

TA. 143+00 TO STA. 156+00
SCALE: 1" = 50'

SEALED BY

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP.U-268(4)	16

- △ REVISED 1-24-2020; UPDATED PROPERTY OWNER FOR TRACTS 172, & 178.
- △ REVISED 5-10-2021; UPDATED PROPERTY OWNER FOR TRACTS 184 & 185. COMBINED TRACTS 173 & 174. ADDED FIELD ENTRANCE AT STA. 163+72.00.
- △ REVISED 3-2-2022; REVISED PROPOSED ROW LINE AND CASEMENTS FOR TRACTS 170, 173, 184, & 185. ADDED TRACTS 166-5 & 184-5.
- △ REVISED 4-15-2022; REVISED PRIVATE DRIVE AT STA. 164+52.10.

172 EDWARD L. JORDAN, III AND AMBER JORDAN, CO-TRUSTEES OF THE E. A. JORDAN COMMUNITY PROPERTY TRUST

SP13 PROP. SIGNAL POLE STA. 161+92.7 OFFSET 56.0' LT. N 57534.184' E 1847378.011' FOOTING DIA. 1' 3.0"

SP14 PROP. SIGNAL POLE STA. 161+96 OFFSET 45.7' RT. N 575240.5036' E 1847445.2560' FOOTING DIA. 1' 3.0"

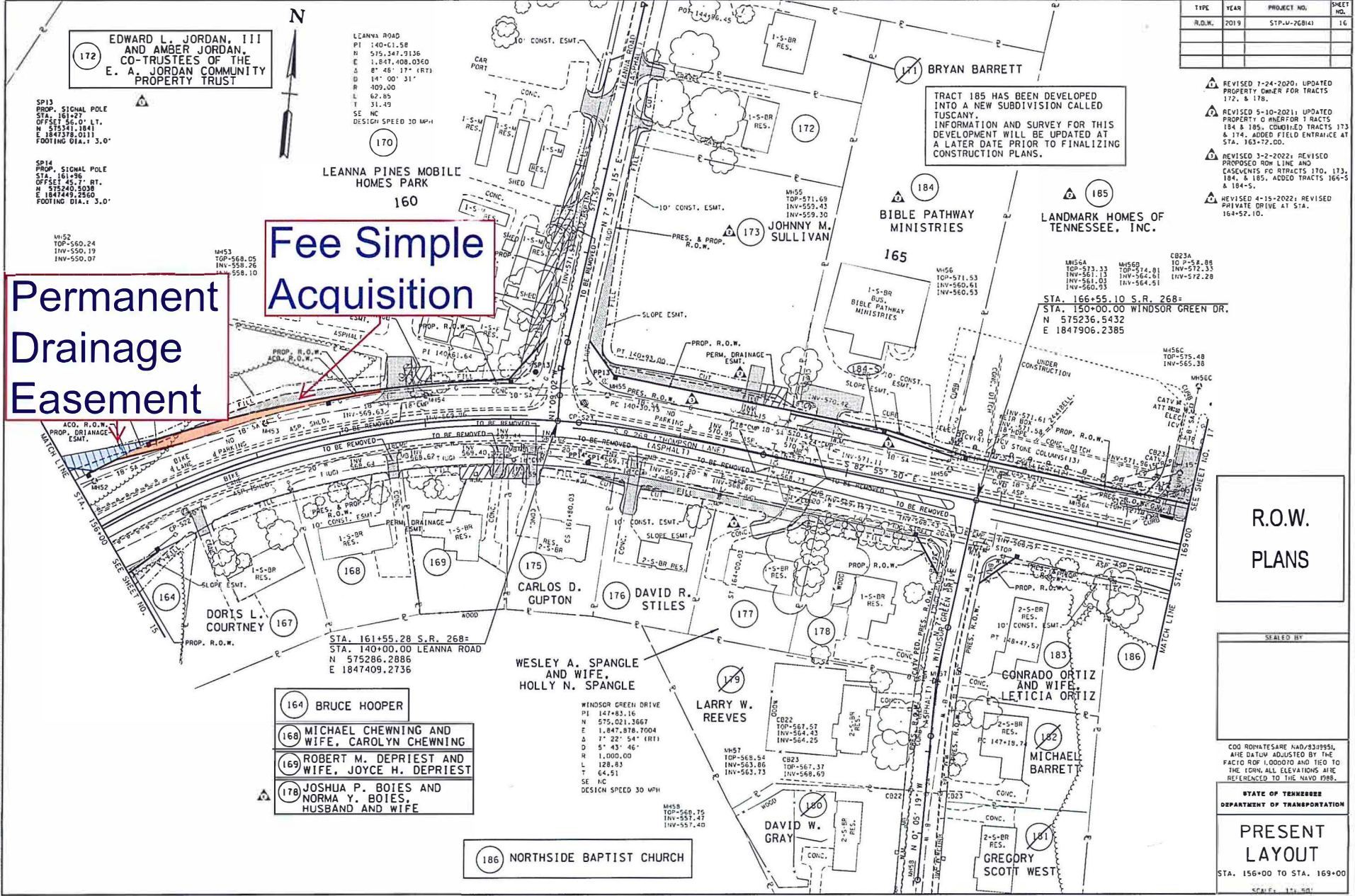
M52 TOP-560.24 INV-550.19 INV-550.07

M53 TOP-568.05 INV-558.26 INV-558.10

Fee Simple Acquisition

Permanent Drainage Easement

TRACT 185 HAS BEEN DEVELOPED INTO A NEW SUBDIVISION CALLED TUSCANY. INFORMATION AND SURVEY FOR THIS DEVELOPMENT WILL BE UPDATED AT A LATER DATE PRIOR TO FINALIZING CONSTRUCTION PLANS.



R.O.W. PLANS

SEALED BY

CGO R01MATESARE NAD/83J9951, AFE DATUM ADJUSTED BY THE FACTOR 1.000010 AND TIED TO THE CORN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 156+00 TO STA. 169+00

4/26/2022 9:56:22 AM P:\2019 Projects\10-09-2019- SP-268 Thompson Leanna Transportation\Sheet16.dwg

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Abandonment of Repurified Waterline Easement along Greshampark Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of repurified waterline easement on property along Greshampark Drive and Medical Center Parkway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

The Water Resources Board voted to recommend approval on February 28, 2023.

Background Information

In this mandatory referral [2023-704], Council is being asked to consider abandoning a repurified waterline easement on property located along the eastern side of Greshampark Drive, south of Wilkinson Pike and north of Medical Center Parkway. The subject property has approved plans for the development of a new entertainment complex called Main Event. The applicant seeks to abandon this easement to provide a better route for the repurified water line extension in order to avoid conflicts with proposed Main Event site improvements. This repurified water line easement was dedicated to the City in 2022 with the Clari Park Section 1 subdivision plat; however, the actual repurified waterline infrastructure has not yet been installed within the easement. The applicant will dedicate a new repurified waterline easement at a location that will not conflict with the proposed site improvements.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1) The repurified water line easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 2) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).

- 3) The applicant will be responsible for recording the legal document, including payment of the recording fee.
- 4) If necessary, plans for any required improvements need to be approved by the Development Services Division prior to the issuance of any required permits.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement or modifying the location of existing easements, so that property owners can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of this easement will help to facilitate the development of the Main Event entertainment complex.

Attachments:

1. Staff comments from March 15, 2023 Planning Commission meeting
2. Letter and exhibits from applicant
3. Memo from MWRD

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 15, 2023
PROJECT PLANNER: AMELIA KERR**

- 8.a. Mandatory Referral [2022-704] to consider the abandonment of a repurified water line easement on property located along Greshampark Drive and Medical Center Parkway, Chris Mabery of Ragan Smith representing Hines Clari Park Land Holdings, LLC applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning an existing 20' repurified water line easement on property located along the eastern side of Greshampark Drive and south of Wilkinson Pike (Map 079, Parcel 95.35). The applicant seeks to abandon this easement to provide a better route for the repurified water line extension to avoid conflicts with site improvements for the construction of the Main Event site plan project that has been submitted for Clari Park Lot #20. This repurified water line easement was dedicated to the City of Murfreesboro on July 20, 2022, and was recorded with the Clari Park subdivision, Section 1, final plat however, the line is not installed at this time. An attached exhibit for your review shows the abandonment of the 12,228 sq. ft. of repurified water line easement. Also, a copy of the proposed repurified water line easement for Clari Park Lot #20 has been attached for your review.

The Murfreesboro Water Resources Board met on February 28, 2023, and MWRD Staff recommended that the Board recommend to Planning Commission and City Council approval of the abandonment of the existing repurified water line easement. The memo from MWRD is attached for your review. The Water Resources Board voted to recommend abandonment of the easement at this meeting.

Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

- 1) The repurified water line easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 2) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 3) The applicant will be responsible for recording the legal document, including payment of the recording fee. The repurified water line easement abandonment is subject to the submission and recording of a subdivision plat that relocates the easement as proposed by the applicant.
- 4) The repurified water line easement abandonment and final plat recording the new easement should be done simultaneously.
- 5) Plans for any required improvements need to be approved by the Development Services Division prior to the issuance of any required permits.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: Map 079, p/o Parcel 95.35	Address (if applicable):
---	--------------------------

Street Name (if abandonment of ROW): _____

Type of Mandatory Referral: [Repurified Water Easement abandonment, not including any right-of-way](#)

Applicant Information:

Name of Applicant: [Chris Mabery, RLS](#)

Company Name (if applicable): [RaganSmith](#)

Street Address or PO Box: [1500 Medical Center Parkway, Suite 2J](#)

City: [Murfreesboro](#)

State: Tennessee	Zip Code: 37129
----------------------------------	---------------------------------

Email Address: cmabery@ragansmith.com

Phone Number: [\(615\) 378-5236](#)

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Applicant Signature

[February 7, 2023](#)

Date



APPLICANT LETTER FOR MANDATORY REFERRAL

February 7, 2023

VIA MURFREESBORO ONLINE PLAN SUBMISSION

City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

**RE: ABANDONMENT OF 20' REPURIFIED WATER EASEMENT
MAP 079, PARCEL 95.35 – LOT 20, CLARI PARK, SECTION 1
GRESHAMPARK DRIVE
MURFREESBORO, TENNESSEE
RAGANSMITH JOB# 07137-1559**

To whom it may concern:

We would like to apply for consideration of the abandonment of an existing 20-foot Repurified Water Easement situated on the Main Event Entertainment, Inc. property (Map 079, Parcel 95.35), on the easterly side of Greshampark Drive, approximately 200 feet south of the intersection with Wilkinson Pike in Murfreesboro. Said easement was originally dedicated on a portion of Lot 20 as shown on the final plat entitled "Clari Park Subdivision, Section 1" of record in Plat Cabinet 48, page 32, Register's Office for Rutherford County, Tennessee. Said easement extends across a portion of said Lot 20 as shown on the attached exhibit.

At this time, a revised easement based on the new configuration of the repurified water line has been designed by SEC, Inc. and approved by Murfreesboro Water Resources Department (MWRD). RaganSmith has prepared an exhibit (included for reference) and description to be used in a recorded document for dedication to MWRD.

A letter, along with these same attachments have been sent to MWRD for consideration at their next board meeting.

Attached, for review and consideration at your next Board meeting, please find the following:

- The Repurified Water Easement Abandonment Exhibit
- The Repurified Water Easement Abandonment Description
- An exhibit showing the new easement as redesigned by SEC, Inc. (for reference)

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA
1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



Ms. Valerie Smith
February 1, 2023
Page 2

If you have questions or need additional information, please contact me.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.

Christopher J. Mabery, RLS

Survey Project Manager

CJM:kal

Enclosures



Know what's below.
Call before you dig.

WILKINSON PIKE

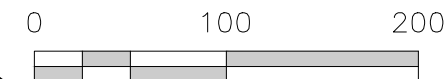
MAP 079, PARCEL 94.00
CND-CLARI, LLC
RECORD BOOK 2136,
PAGE 1339,
R.O.R.C.T.

20

CLARI PARK SUBDIVISION
SECTION 1
PLAT CABINET 48, PAGE 32
R.O.R.C.T.



(TN NAD83)



POINT OF BEGINNING
EASEMENT DESCRIPTION

POINT OF COMMENCEMENT
EASEMENT DESCRIPTION



20' REPURIFIED WATER EASEMENT
TO BE ABANDONED
12,228 SQUARE FEET
0.28 ACRES±

MAP 079, PARCEL 95.35
MAIN EVENT
ENTERTAINMENT, INC.
RECORD BOOK 2314,
PAGE 2385, R.O.R.C.T.

LEGEND

- IRON ROD (NEW)
(1/2" X 18" W/CAP STAMPED
"RAGAN SMITH ASSOC")
- ⊙ NON-MONUMENTED POINT
- R.O.R.C.T. REGISTER'S OFFICE FOR
RUTHERFORD COUNTY,
TENNESSEE

GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW A REPURIFIED WATER EASEMENT BEING ABANDONED BY MANDATORY REFERRAL.
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3-07.

PLAT REFERENCE

BEING AN EASEMENT CROSSING A PORTION OF LOT 20 AS SHOWN ON THE FINAL PLAT ENTITLED "CLARI PARK SUBDIVISION SECTION 1" OF RECORD IN PLAT CABINET 48, PAGE 32, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE

BEING A PORTION OF PARCEL NUMBER 95.35 AS SHOWN ON RUTHERFORD COUNTY PROPERTY MAP NUMBER 079.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MAIN EVENT ENTERTAINMENT, INC. FROM HINES CLARI PARK LAND HOLDINGS, LLC BY WARRANTY DEED OF RECORD IN RECORD BOOK 2314, PAGE 2385, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

GRESHAMPARK DRIVE

S35°10'38"E 298.90'
N35°10'38"W 309.03'

6
SECTION 4
NORTH CHURCH LLC
PROPERTY
PLAT CABINET 39,
PAGE 51
R.O.R.C.T.

7
RESUBDIVISION LOT 7, SECTION 4, PHASE III
NORTH CHURCH LLC PROPERTY
PLAT CABINET 48, PAGE 9
R.O.R.C.T.

MEDICAL CENTER PARKWAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	18.02'
L2	N90°00'00"E	20.32'
L3	S18°33'48"W	60.01'
L4	S54°49'22"W	20.00'
L5	N18°33'48"E	67.47'

**CLARI PARK
REPURIFIED WATER EASEMENT
ABANDONMENT
FOR
HINES**

13th CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE

Scale: 1" = 100'

Date: FEBRUARY 1, 2023

Approved By: CJM

Revisions:

Drawing Title:

EASEMENT
ABANDONMENT
EXHIBIT

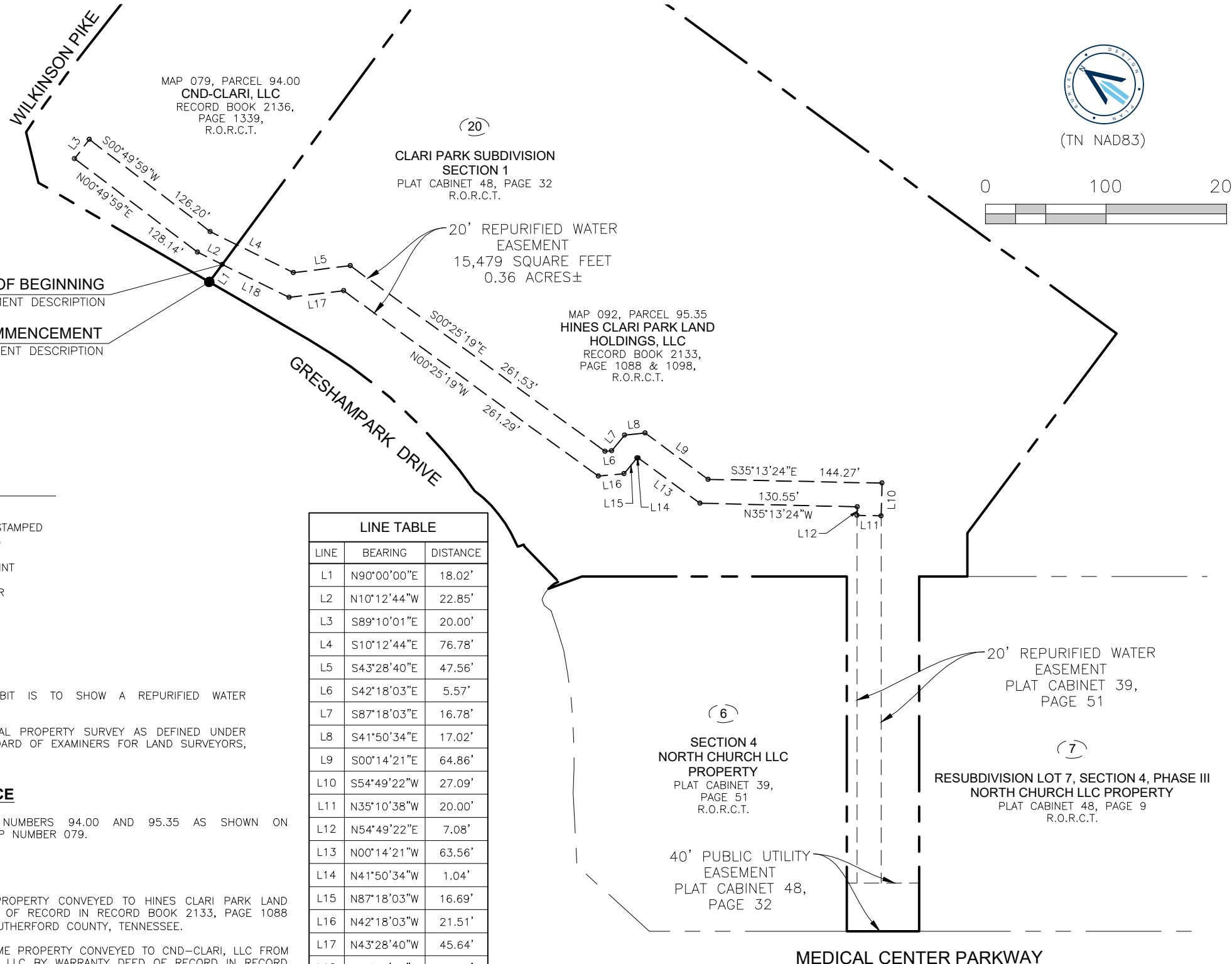
Drawing No.

1 OF 1

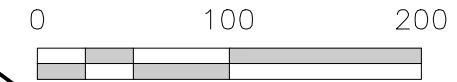
Project No.
07137-1559



Know what's below.
Call before you dig.



(TN NAD83)



MAP 079, PARCEL 94.00
CND-CLARI, LLC
RECORD BOOK 2136,
PAGE 1339,
R.O.R.C.T.

(20)
CLARI PARK SUBDIVISION
SECTION 1
PLAT CABINET 48, PAGE 32
R.O.R.C.T.

20' REPURIFIED WATER
EASEMENT
15,479 SQUARE FEET
0.36 ACRES±

MAP 092, PARCEL 95.35
HINES CLARI PARK LAND
HOLDINGS, LLC
RECORD BOOK 2133,
PAGE 1088 & 1098,
R.O.R.C.T.

(6)
SECTION 4
NORTH CHURCH LLC
PROPERTY
PLAT CABINET 39,
PAGE 51
R.O.R.C.T.

(7)
RESUBDIVISION LOT 7, SECTION 4, PHASE III
NORTH CHURCH LLC PROPERTY
PLAT CABINET 48, PAGE 9
R.O.R.C.T.

20' REPURIFIED WATER
EASEMENT
PLAT CABINET 39,
PAGE 51

40' PUBLIC UTILITY
EASEMENT
PLAT CABINET 48,
PAGE 32

MEDICAL CENTER PARKWAY

POINT OF BEGINNING
EASEMENT DESCRIPTION
POINT OF COMMENCEMENT
EASEMENT DESCRIPTION

LEGEND

- IRON ROD (NEW)
(1/2" X 18" W/CAP STAMPED
"RAGAN SMITH ASSOC")
- ⊙ NON-MONUMENTED POINT
- R.O.R.C.T. REGISTER'S OFFICE FOR
RUTHERFORD COUNTY,
TENNESSEE

GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW A REPURIFIED WATER EASEMENT.
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3-07.

PROPERTY MAP REFERENCE

BEING A PORTION OF PARCEL NUMBERS 94.00 AND 95.35 AS SHOWN ON RUTHERFORD COUNTY PROPERTY MAP NUMBER 079.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO HINES CLARI PARK LAND HOLDINGS, LLC BY WARRANTY DEED OF RECORD IN RECORD BOOK 2133, PAGE 1088 & 1098, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

ALSO BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CND-CLARI, LLC FROM HINES CLARI PARK LAND HOLDINGS, LLC BY WARRANTY DEED OF RECORD IN RECORD BOOK 2136, PAGE 1339, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	18.02'
L2	N10°12'44"W	22.85'
L3	S89°10'01"E	20.00'
L4	S10°12'44"E	76.78'
L5	S43°28'40"E	47.56'
L6	S42°18'03"E	5.57'
L7	S87°18'03"E	16.78'
L8	S41°50'34"E	17.02'
L9	S00°14'21"E	64.86'
L10	S54°49'22"W	27.09'
L11	N35°10'38"W	20.00'
L12	N54°49'22"E	7.08'
L13	N00°14'21"W	63.56'
L14	N41°50'34"W	1.04'
L15	N87°18'03"W	16.69'
L16	N42°18'03"W	21.51'
L17	N43°28'40"W	45.64'
L18	N10°12'44"W	61.84'



Nashville - Murfreesboro - Chattanooga
ragansmith.com

**CLARI PARK
REPURIFIED WATER EASEMENT
FOR
HINES**

13th CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE

Scale: 1" = 100'

Date: JANUARY 24, 2023

Approved By: CJM

Revisions:

Drawing Title:

**EASEMENT
EXHIBIT**

Drawing No.

1 OF 1

Project No.
07137-1559



... creating a better quality of life

MEMORANDUM

DATE: February 2, 2023
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Repurified Water Easement Abandonment
Clari Park - Lot 20 (Main Event)

BACKGROUND

This easement abandonment request is from Ragan Smith on behalf of the Developer. They are requesting the abandonment of an existing repurified water easement as shown on the attached. This easement was dedicated by plat some time ago, but the repurified water was not installed at that time. Now that the site plan has been presented for this Lot 20, staff has chosen a better route for the repurified water extension to avoid conflicts with site improvements. New easement is proposed and will be dedicated by a recorded easement document.

This request will also go before the Planning Commission as a mandatory referral for approval.

RECOMMENDATION

Staff recommends approval of abandoning the existing Repurified Water Easement.

FISCAL IMPACT

This easement was dedicated by plat.

ATTACHMENTS

Easement Abandonment Request & Exhibits

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Abandonment of Drainage, Temporary Construction, and Public Utility/Drainage Easements along Memorial Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow the abandonment of drainage, temporary construction, and public utility/drainage easements on property along Memorial Boulevard and Haynes Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

Background Information

In this mandatory referral [2023-707], Council is being asked to consider abandoning portions of drainage, temporary construction, and public utility/drainage easements on properties located at the northwest corner of the intersection of Memorial Boulevard and Haynes Drive. This request is in conjunction with the plans to develop the subject properties with a HyVee grocery store, the site plan for which was conditionally approved by the Planning Commission on March 15, 2023. The easements requested to be abandoned will be reconfigured and relocated as shown in the attached exhibit provided by the applicant. With regard to the abandonment of the drainage easements, the City Engineer does not object provided that the conditions below are in place. With regard to the Public Utility and Drainage Easement, the Planning Department reached out to the various utility companies to determine if there would be any issues abandoning the portion of the utility easement in question and received no objections. AT&T did confirm, however, that it has a facility buried in this easement and that it would need to be relocated at the expense of the developer.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The easement abandonment should be subject to the final approval of the legal

documents by the City Attorney.

- 3) The applicant will be responsible for paying any recording fees.
- 4) The final plat dedicating the new drainage easement shall be recorded simultaneously with the recording of the quitclaim deed abandoning the easement.
- 5) Evidence of abandonment of the utility easement by AT&T, Atmos, MWRD, CUD, Comcast, and MTE must be provided to the City prior to the issuance of any permits.

Council Priorities Served

Establish Strong City Brand

The abandonment of these easements is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus easements or modifying the location of existing easements, so that property owners can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of these easements will help facilitate the development of a grocery store and 7 commercial outparcels, generating tax revenue for the City and employment opportunities for the community.

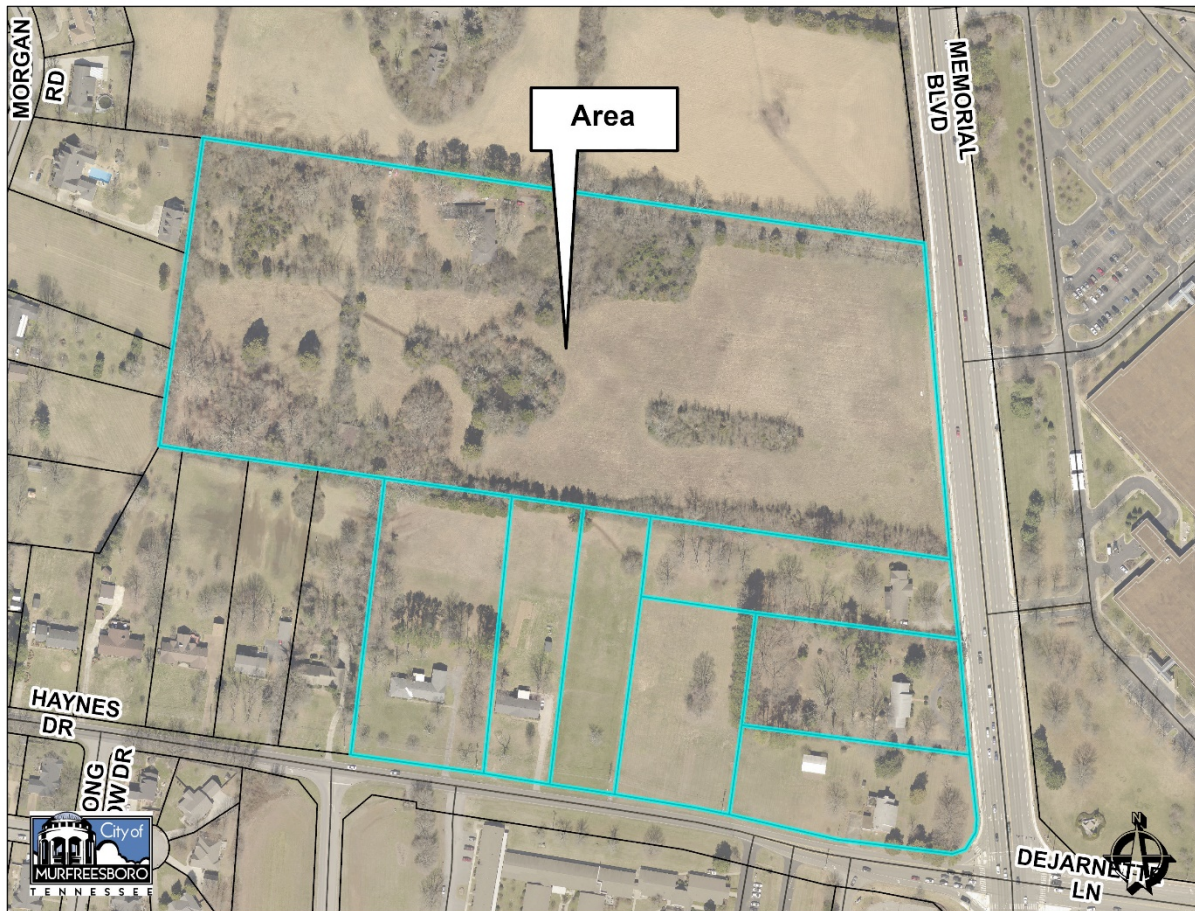
Attachments:

1. Staff comments from March 15, 2023 Planning Commission meeting
2. Letter and exhibits from applicant
3. Memos from MWRD, the City Engineer, and the Planning Department

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 15, 2023
PROJECT PLANNER: JOEL AGUILERA**

8.c. Mandatory Referral [2023-707] to consider the abandonment of a portion of a drainage easement, a temporary construction easement, and a utility and drainage easement on property located at the northwest corner of Memorial Boulevard and Haynes Drive, Matt Taylor with SEC, Inc. applicant.

This easement abandonment request is from Matt Taylor with SEC, Inc. The subject property is located at the northwest corner of Memorial Boulevard and Haynes Drive.



In this mandatory referral, the Planning Commission is being asked to consider abandoning 73,808 square feet of drainage easement, 9,928 square feet of drainage easement, 12,530 square feet of utility of drainage easement, and 36,060 square feet of temporary construction easement. The above-mentioned easements requested for abandonment are depicted on the attached exhibit pages that are included in the agenda materials. The easements requested to be abandoned will be reconfigured and relocated as shown in purple on the attached master plan submitted by SEC, Inc.

The Planning Department reached out to the utility companies to determine if there would be any issues abandoning the portion of the utility easement in question and received no objections. AT&T did confirm, however, that it has a facility buried in the aforementioned easement and that it could be relocated at the expense of the developer.

In order to abandon the drainage easement, the Murfreesboro Engineering Department requires that approval should be subject to submission and recording of a subdivision plat that relocates the easement as proposed by the applicant. The drainage easement abandonment and final plat recording should be done simultaneously. A copy of the correspondence from the City Engineer has been included in the agenda materials.

The Planning Commission will need to discuss this application and make a recommendation to the City Council. Staff further recommends that approval be made subject to the following conditions in order to facilitate the abandonment process:

1. The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
2. The easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
3. The applicant will be responsible for paying any recording fees.
4. The final plat dedicating the new drainage easement shall be recorded simultaneously with the recording of the quit claim deed abandoning the easement.
5. Evidence of abandonment of the utility easement by AT&T, Atmos, MWRD, CUD, Comcast, and MTE must be provided to the City prior to the issuance of any permits.



City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Table with 2 columns: Fee Description and Amount. Row 1: Mandatory Referral, INCLUDING abandonment of right-of-way... \$350.00. Row 2: Mandatory Referral, NOT INCLUDING abandonment of right-of-way... \$150.00.

Property Information: 69/70.00; 69M/A/1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00,

Tax Map/Group/Parcel: 8.00, 9.00

Address (if applicable):

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Abandonment of Drainage Easement

Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC Inc.

Street Address or PO Box: 850 Middle Tennessee Blvd.

City: Murfreesboro

State: Tennessee

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-890-7901

Required Attachments:

- [X] Letter from applicant detailing the request
[X] Exhibit of requested area, drawn to scale
[X] Legal description (if applicable)

Applicant Signature

Date

March 1, 2023

Mrs. Margaret Ann Green
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Hy-Vee - Memorial Blvd
Abandonment of Drainage Easement
Mandatory Referral SEC Project No. 22506

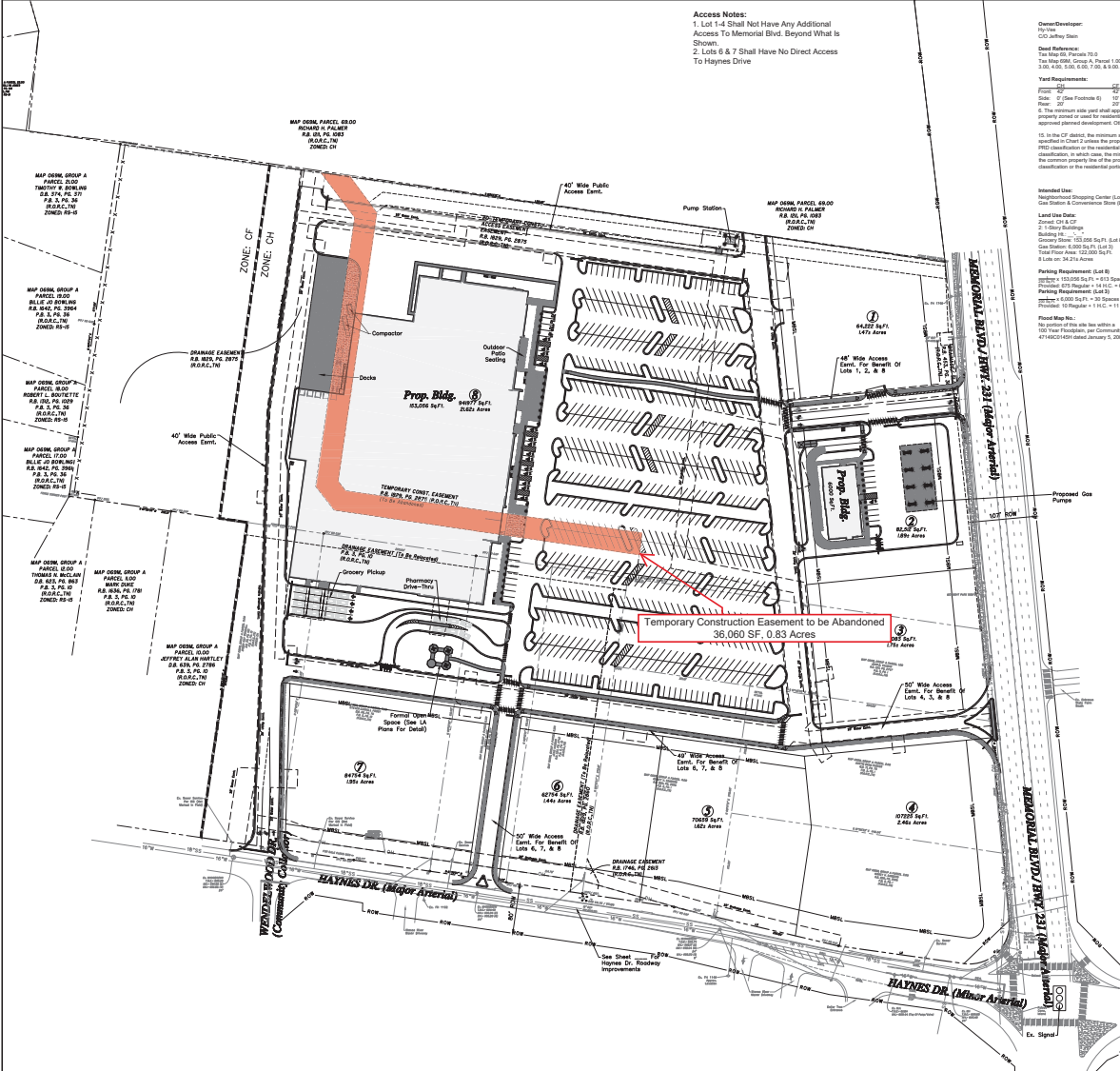
Dear Margaret Ann,

Please find the attached supplemental documents to support the mandatory referral request for the abandonment of 73,808 sf of drainage easement (RB 1829, Page 2875), 9,928 sf of drainage easement (RB 1829, Page 2860), 12,530 sf of utility and drainage easement (PB 3, Page 10), and 36,060 sf of temporary construction easement (RB 1829, Page 2875). There is no existing infrastructure in the current easements. The previous design has been modified to achieve the same goals in a different easement configuration.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,

Matt Taylor, P.E.
SEC, Inc.



Access Notes:
 1. Lot 1-4 Shall Not Have Any Additional Access To Memorial Blvd. Beyond What Is Shown.
 2. Lots 5 & 7 Shall Have No Direct Access To Hayes Drive

Owner/Developer:
 100 Hayes Drive
 21234 Chesapeake
 MD 21218

Design/Preparation:
 The Maryland State Department of Transportation (MDOT) is the authority for the design and construction of the roadway and its appurtenances in the State of Maryland.

Site:
 21234 Hayes Drive (Lot 8)
 21234 Hayes Drive (Lot 9)
 21234 Hayes Drive (Lot 10)
 21234 Hayes Drive (Lot 11)
 21234 Hayes Drive (Lot 12)

Parcel Description:
 Parcel 1: 15,000 sq ft, 0.34 Acres
 Parcel 2: 15,000 sq ft, 0.34 Acres
 Parcel 3: 15,000 sq ft, 0.34 Acres
 Parcel 4: 15,000 sq ft, 0.34 Acres
 Parcel 5: 15,000 sq ft, 0.34 Acres
 Parcel 6: 15,000 sq ft, 0.34 Acres
 Parcel 7: 15,000 sq ft, 0.34 Acres
 Parcel 8: 15,000 sq ft, 0.34 Acres
 Parcel 9: 15,000 sq ft, 0.34 Acres
 Parcel 10: 15,000 sq ft, 0.34 Acres
 Parcel 11: 15,000 sq ft, 0.34 Acres
 Parcel 12: 15,000 sq ft, 0.34 Acres

Proposed Building:
 Proposed Building: 21234 Hayes Drive (Lot 8)
 Proposed Building: 21234 Hayes Drive (Lot 9)
 Proposed Building: 21234 Hayes Drive (Lot 10)
 Proposed Building: 21234 Hayes Drive (Lot 11)
 Proposed Building: 21234 Hayes Drive (Lot 12)

Legend:

	EROSION CONTROL		EROSION CONTROL
	FIRE HYDRANT		FIRE HYDRANT
	STORM SEWER		STORM SEWER
	WATER MAIN		WATER MAIN
	SEWER MAIN		SEWER MAIN
	GAS MAIN		GAS MAIN
	ELECTRICAL CONDUIT		ELECTRICAL CONDUIT
	TELEPHONE CONDUIT		TELEPHONE CONDUIT
	CABLE TV CONDUIT		CABLE TV CONDUIT
	STORM SEWER CATCHMENT BASIN		STORM SEWER CATCHMENT BASIN
	STORM SEWER MANHOLE		STORM SEWER MANHOLE
	WATER MAIN MANHOLE		WATER MAIN MANHOLE
	SEWER MAIN MANHOLE		SEWER MAIN MANHOLE
	GAS MAIN MANHOLE		GAS MAIN MANHOLE
	ELECTRICAL MANHOLE		ELECTRICAL MANHOLE
	TELEPHONE MANHOLE		TELEPHONE MANHOLE
	CABLE TV MANHOLE		CABLE TV MANHOLE
	STORM SEWER CATCHMENT BASIN		STORM SEWER CATCHMENT BASIN
	STORM SEWER MANHOLE		STORM SEWER MANHOLE
	WATER MAIN MANHOLE		WATER MAIN MANHOLE
	SEWER MAIN MANHOLE		SEWER MAIN MANHOLE
	GAS MAIN MANHOLE		GAS MAIN MANHOLE
	ELECTRICAL MANHOLE		ELECTRICAL MANHOLE
	TELEPHONE MANHOLE		TELEPHONE MANHOLE
	CABLE TV MANHOLE		CABLE TV MANHOLE

REVISION	DATE

Proposed Building:
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 Proposed Building: 21234 Hayes Drive (Lot 12)



MASTER PLAN

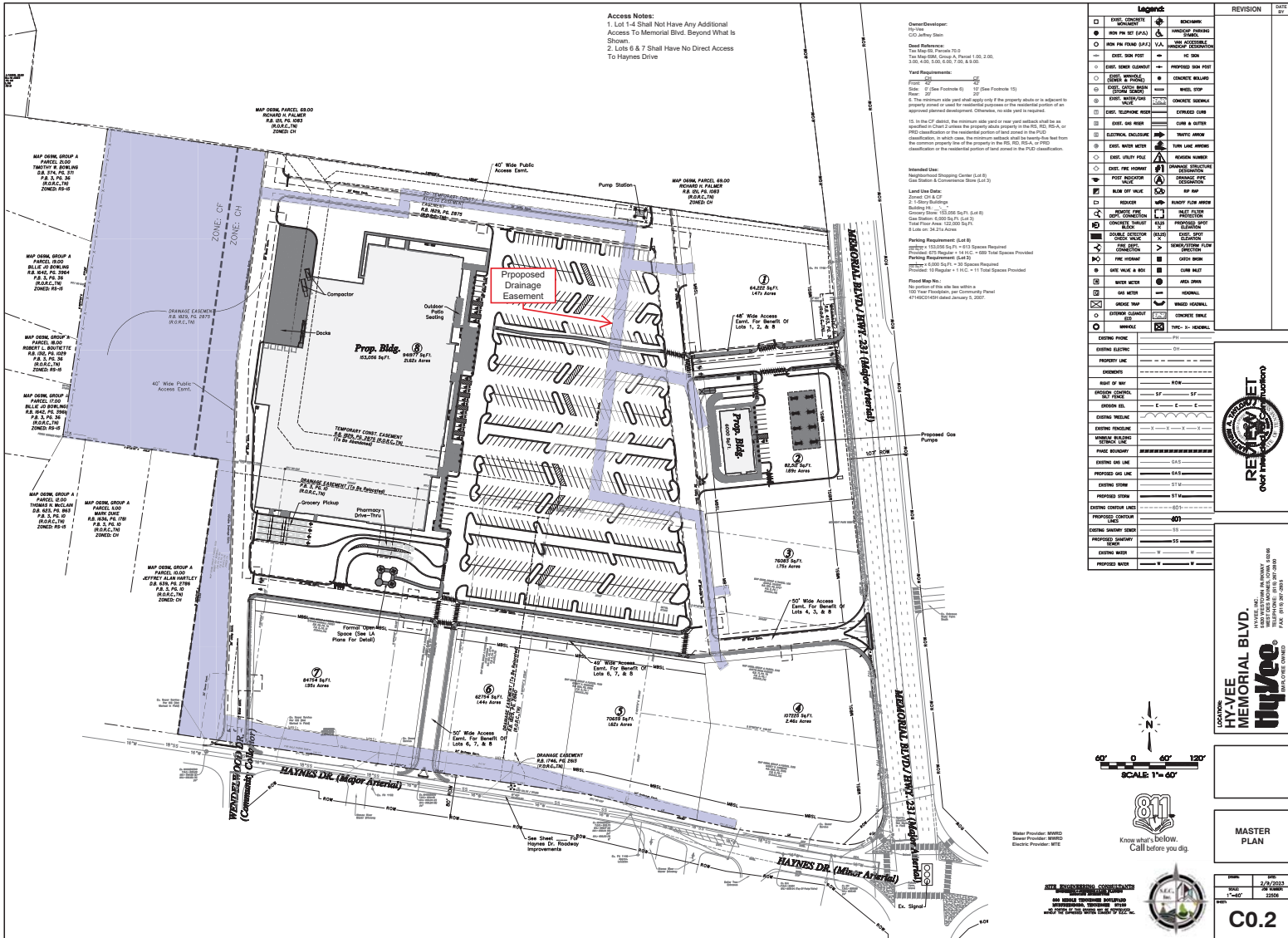
HY-VEE
 MEMORIAL BLVD.
 21234 Hayes Drive, Hyattsville, MD 21234
 1-800-445-6629
 HY-VEE SUPERMARKET

81
 Know what's below. Call before you dig.

HY-VEE SUPERMARKET
 21234 Hayes Drive, Hyattsville, MD 21234
 1-800-445-6629
 HY-VEE SUPERMARKET

DATE	2/20/2022
PROJECT	21234 Hayes Drive
SCALE	1" = 40'
C0.2	

Access Notes:
 1. Lot 1-4 Shall Not Have Any Additional Access To Memorial Blvd. Beyond What Is Shown.
 2. Lots 5 & 7 Shall Have No Direct Access To Haynes Drive



Owner/Developer:
 ...
Site: ...
Map Reference: ...
Yard Requirements: ...
Intended Use: ...
Land Use Data: ...
Parking Requirements: ...
Flood Map No.: ...

Legend:		REVISION	DATE
CONCRETE FOUNDATION	FOUNDATION		
IRON PIPE FOUND 6"x6"	IRON PIPE FOUND 6"x6"		
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EXIST. 294" DIA. POST	EXIST. 294" DIA. POST		
EXIST. 300" DIA. POST	EXIST. 300" DIA. POST		

SCALE: 1" = 60'

Know what's below. Call before you dig.

LOCATION: HY-VEE MEMORIAL BLVD.

PROPERTY OWNER: HY-VEE STORE #00000

DATE: 01/20/2014

SCALE: 1" = 60'

PROJECT: C0.2

MASTER PLAN

DATE: 2/20/2012

SCALE: 1" = 60'

PROJECT: C0.2

Memorandum

To: Greg McKnight, Planning Director & Matthew Blomeley, Assistant Planning Director
From: Joel Aguilera, Planner
Date: March 15, 2023
Re: Mandatory Referral 2023-707: Abandonment of public utility and drainage easement on property located at corner of Memorial Boulevard and Haynes Drive.

Following is a summary of the City department staff and utility provider comments regarding the requested partial public utility and drainage easement abandonment.

Engineering & Streets Departments

Public infrastructure-engineering has no objection to the abandonment but should be subject to the submission and recording of a subdivision plat that relocates the easement.

Fire and Rescue Department

MFRD does not object to the abandonment.

Police Department

MPD does not object to the abandonment.

Solid Waste Department

The abandonment will have no effect on the Solid Waste Department.

Murfreesboro Water Resources Department (MWRD)

MWRD has no objection to the easement abandonment.

Consolidated Utility District (CUD)

CUD has no facilities in the easement and does not object to the abandonment.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has no facilities located in the easement and does not object to the abandonment.

AT&T

After discussion with AT&T staff, it was determined there is an existing AT&T facility located in the easement, however, the facility can be relocated at the developers expense.

Atmos Energy

Atmos Energy does not object to the abandonment.

Comcast

Comcast does not object to the abandonment.



. . . creating a better quality of life.

MEMORANDUM

DATE: February 17, 2023
TO: Amelia Kerr
FROM: Michele Emerson
RE: Drainage Easement Abandonment HyVee Memorial

In response to your February 13, 2023 request, we have reviewed the drainage easement abandonment request for the HyVee Memorial Blvd development and offer the following comments on behalf of the Engineering Department.

This drainage easement was recorded in record book 1829 pages 2860 and 2883. The request to abandon the drainage easement should be subject to the submission and recording of a subdivision plat that relocates the easement. The drainage easement abandonment and final plat recording should be done simultaneously.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.

C: Chris Griffith
David Ives
Roman Hankins
Katie Noel



... creating a better quality of life

MEMORANDUM

DATE: March 8, 2023
TO: Matthew Blomeley
FROM: Valerie H. Smith
RE: Easement Abandonment
HyVee – Memorial Blvd.

Pursuant to your request, February 27, 2023, MWRD is providing this memo to document that the Department has no objection with the abandonment of the existing twenty-foot utility and drainage easement as shown on and dedicated by the Palmer Heights, Section II plat, recorded in Plat Book 3, Page 10 dated January 23, 1965.

MWRD did not realize the easement was in existence and there are not any existing water, sewer, or repurified water mains within the easement. MWRD does not have any future use for the easement as new easements will be dedicated by HyVee with the re-development of the property.

pc: Darren Gore

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Abandonment of a Drainage Easement along Middle Tennessee Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow the abandonment of a drainage easement on property located along Middle Tennessee Boulevard east of Captain Joe Fulghum Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

Background Information

In this mandatory referral [2023-706], Council is being asked to consider abandoning a portion of an existing drainage easement located on the northern portion of the property at 539 Middle Tennessee Boulevard. The drainage easement was recorded with the Murphy Subdivision plat. The portion of the easement that is requested to be abandoned currently contains a storm pipe and an existing ditch. The existing drainage infrastructure and will be relocated to the rear of the property in conjunction with improvements shown on a site plan for the property and approved by the Planning Commission on March 15, 2023. A proposed storm pipe, along with a new ditch, will be contained in a new drainage easement to be dedicated by plat. The City Engineer has reviewed this request and does not object to it, provided that the conditions below are in place. The Planning Staff and Planning Commission recommend that the City Council approved this request subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The drainage easement abandonment instrument should be subject to the final approval of the legal documents by the City Attorney.
- 3) The applicant will be responsible for paying any recording fees.
- 4) The final plat dedicating the new drainage easement shall be recorded simultaneously with the recording of the quit claim deed abandoning the easement.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement or modifying the location of existing easements, so that property owners can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of this easement will help to facilitate site improvements and upgrades at an existing commercial building in need of such improvements.

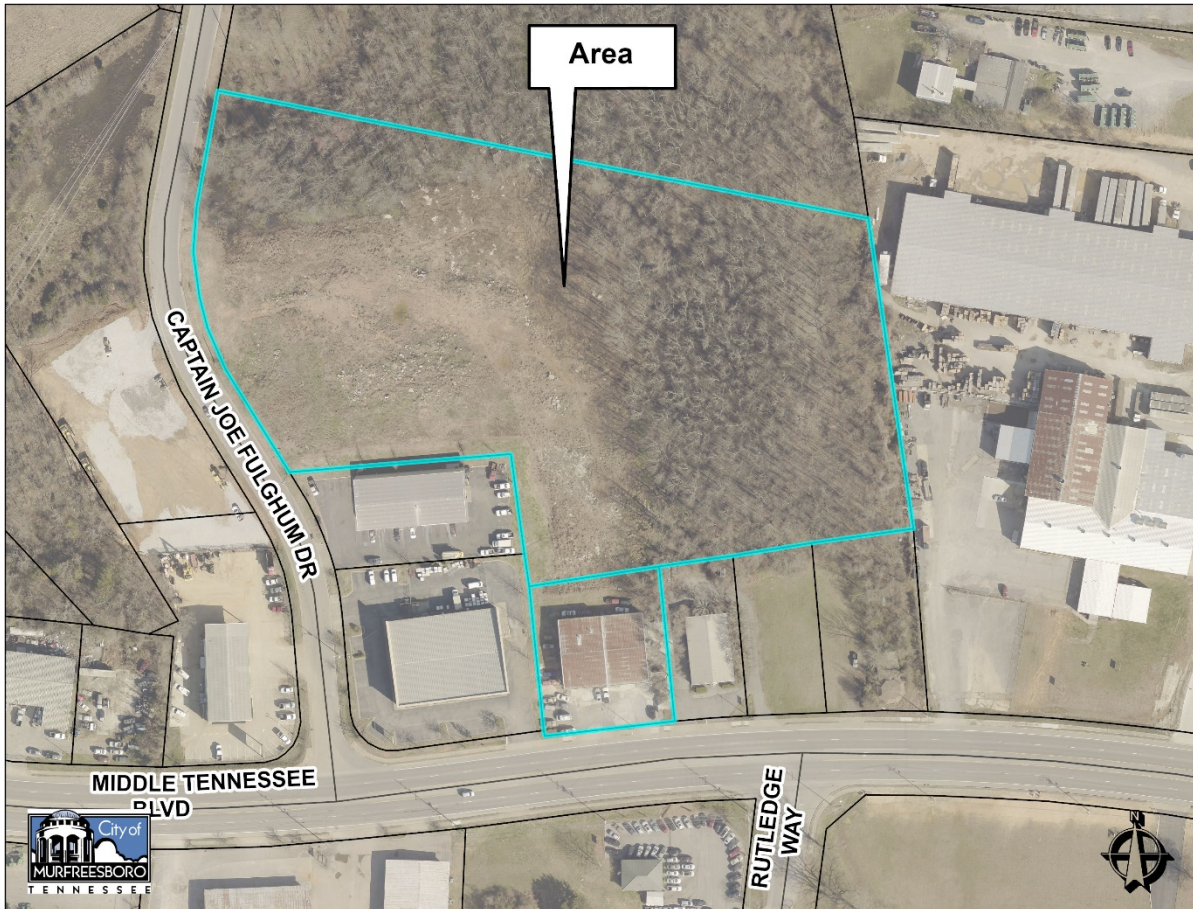
Attachments:

1. Staff comments from March 15, 2023 Planning Commission meeting
2. Letter and exhibits from applicant
3. Draft subdivision plat showing relocated easement
4. Memo from City Engineer

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 15, 2023
PROJECT PLANNER: JOEL AGUILERA**

8.d. Mandatory Referral [2023-706] to consider the abandonment of a drainage easement located on property at 539 Middle Tennessee Boulevard, Huddleston-Steele Engineering, Inc. on behalf of Joe Swanson, Jr. applicant.

This mandatory referral request to abandon a portion of an existing drainage easement is from Chris Maguire of Huddleston-Steele Engineering, Inc. on behalf of Joe Swanson, Jr. The easement in question is located on the northern portion of the property at 539 Middle Tennessee Boulevard.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a portion of an existing drainage easement as shown on the attached exhibit. The drainage easement was recorded with the Murphy Subdivision in plat book 10, page 103. The portion of the easement that is requested to be abandoned currently consists of a storm pipe and an existing ditch. Per the attached correspondence, the applicant has stated that the current drainage infrastructure and will be relocated to the rear of the property in conjunction with the site plan (2023-3020; Murphy SD, Lot 1) that has been submitted to the Planning Department for review. The applicant has confirmed that the relocation of the drainage infrastructure will be completed with a proposed storm pipe and structures, along with a new ditch, and will be contained in a new drainage easement.

In order to abandon the drainage easement, the Murfreesboro Engineering Department recommends that approval should be subject to submission and recording of a subdivision plat that relocates the easement as proposed by the applicant. Per Engineering's condition of approval, the applicant has submitted a subdivision plat to depicting the aforementioned items and has been placed on today's agenda. Additionally, the drainage easement abandonment and final plat should be recorded simultaneously. A copy of the correspondence from the City Engineer has been included. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

1. The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
2. The drainage easement abandonment instrument should be subject to the final approval of the legal documents by the City Attorney.
3. The applicant will be responsible for paying any recording fees.
4. The final plat dedicating the new drainage easement shall be recorded simultaneously with the recording of the quit claim deed abandoning the easement.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: 102.00/34.02 Address (if applicable): 539 Middle Tennessee Blvd, Murfreesboro, TN

Street Name (if abandonment of ROW):

Type of Mandatory Referral: 15' Drainage Easement

Applicant Information:

Name of Applicant: Joe Swanson, Jr.

Company Name (if applicable): Swanson development, LP

Street Address or PO Box: 1188 Park Avenue

City: Murfreesboro

State: Tennessee

Zip Code: 37129

Email Address: joejr@swansoncompanies.com

Phone Number: 615-896-0000

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)



Applicant Signature

2-6-23
Date

February 09, 2023

Mr. Greg McKnight, Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Abandonment of Drainage Easement
Tax Map 102.00, Parcel 34.02
539 Middle Tennessee Blvd, Murfreesboro, TN

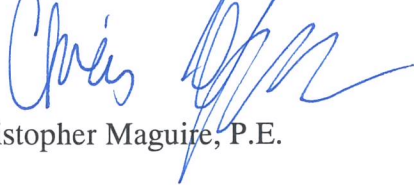
Dear Mr. McKnight:

At the request of our client, Joe Swanson, Jr., we hereby make a request to abandon the Drainage Easement on Tax Map 102.00, Parcel 34.02 on 539 Middle Tennessee Blvd with mandatory referral by Planning Commission and City Council.

This request is being made to eliminate a portion of the existing easement who's current drainage is being relocated to the rear of the property due to cover issues on the current plan. The portion of the easement requested to be abandoned currently consists of a storm pipe and an existing ditch to be removed. The relocation will be completed with proposed storm pipe and structures along with a new ditch. The relocated storm drainage will be contained in a new drainage easement to be recorded.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Christopher Maguire, P.E.

Drainage Easement To Be Abandoned
Part of Lot 1, Murphy Subdivision
Plat Book 10, Page 103

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by Lot 9 of the Resubdivision of Lots 5 & 6, Section III, Samsonite Development (Plat Book 48, Page 129); on the east by Lot 2, Murphy Subdivision (Plat Book 10, Page 103); on the south by the remainder of Lot 1, Murphy Subdivision (Plat Book 10, Page 103); and on the west by Lot 4B of the Resubdivision of Lot 4, Section II, Samsonite Development (Plat Book 39, Page 182).

Beginning at a tube found being the NE corner of Lot 1 Murphy Subdivision and the NE corner of this easement; thence with the east line of Lot 1 S-06°35'18"-E, 15.01 feet to a point, being the SE corner of this easement; thence crossing Lot 1 S-81°49'40"-W, 154.77 feet to a point in the west line of Lot 1, being the SW corner of this easement; thence with the west line of Lot 1 N-06°36'47"-W, 15.01 feet to a point, being the NW corner of Lot 1 and this easement; thence with the north line of Lot 1 N-81°49'40"-E, 154.78 feet to the tube at the beginning; containing 2,322 square feet, more or less.

This easement is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, TN 37129

Lot 4A of the Resubdivision of Lot 4,
Samsonite Development, Section II
Plat Book 39, Page 182

Phillip W. Dodd
Tax Map 102, Parcel 18.05
Record Book 51, Page 2035
Zoned: H-1

Lot 6, Samsonite Development
Resub of Lots 5 & 6, Section III
Plat Book 48, Page 129

Swanson Development, LP
Tax Map 102, Parcel 18.09
Record Book 394, Page 753
Zoned: H-1

Lot 9, Samsonite Development
Resub of Lots 5 & 6, Section III
Plat Book 48, Page 129
Wetland Preservation Area
(Not a Buildable Lot)

Swanson Development, LP
Tax Map 102, Parcel 18.09
Record Book 394, Page 753
Zoned: H-1

Lot 4B of the Resubdivision of Lot 4,
Samsonite Development, Section II
Plat Book 39, Page 182

Phillip W. Dodd
Tax Map 102, Parcel 18.10
Record Book 51, Page 2035
Zoned: H-1

S81°49'40"W 154.77'
15' Wide Drainage Easement
Requested For Abandonment
(2,322 Sq.Ft.)

Lot 1, Murphy Subdivision
Plat Book 10, Page 103

Swanson Developments, LP
Tax Map 102, Parcel 34.02
Record Book 40, Page 8
Zoned: H-1

Lot 2, Murphy Subdivision
Plat Book 10, Page 103
Barbara Hargis
Tax Map 102, Parcel 34.01
Record Bk 943, Page 3777
Zoned: H-1

Lot 3, Murphy Subdivision
Plat Book 10, Page 103
Barbara Hargis
Tax Map 102, Parcel 34.03
Record Bk 943, Page 3777
Zoned: H-1

N06°36'47"W
15.01'

N81°49'40"E 154.78'

Tube
Fnd

15' Drainage Easement
Plat Book 10, Page 103

S06°35'18"E
15.01'

N83°59'25"E 154.65'

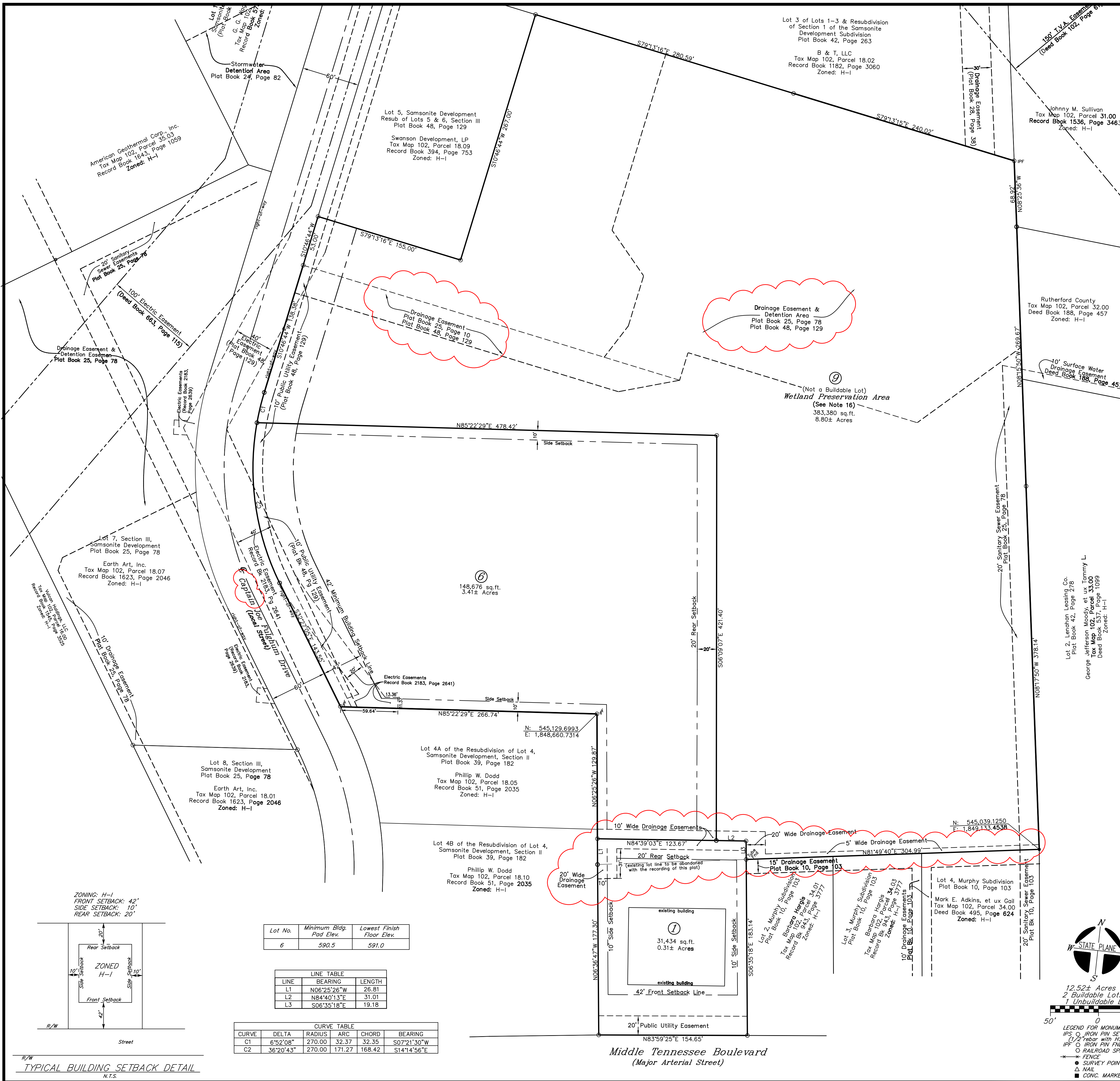
Middle Tennessee Boulevard
(Major Arterial Street)



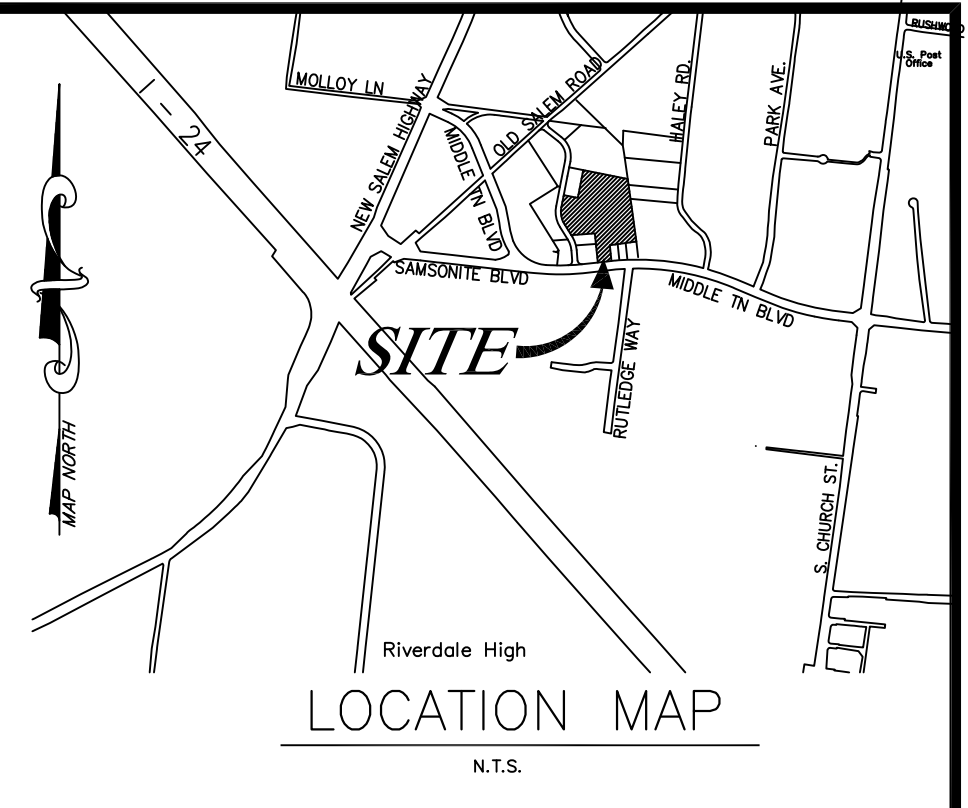
EXHIBIT
*Request for Easement
Abandonment*
February, 2023

HS HUDDLESTON-STEEL
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 - 4084, FAX: 893 - 0080



- ### PLAN NOTES
- The purpose of this plan is to Resubdivide Lot 9 and Lot 1 and amend the subdivision of Lot 5 and 6 by adding a 5-foot-wide drainage easement as shown.
 - The recording of this plan voids, vacates and supercedes Lots 6 and 9 of the subdivision of Lot 5 & 6 & Section A, Samsonite Development as shown in the Final Plat of Record in Plat Book 48, Page 129, R.O.R.C. and voids, vacates and supercedes Lot 1, Murphy Subdivision as recorded in Plat Book 10, page 103, R.O.R.C.
 - In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
 - Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or nonexistence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to the commencement of work.
 - It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from its structure to the drainage system constructed by the subdivision developer.
 - Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
 - Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements may not have infrastructure constructed within them until such future time and there may be no notice or consultation with the individual lot Owners of this construction.
 - A Land Disturbance Permit (LDP) is required before any work begins on site, including soil disturbances. The LDP application must be submitted to the Planning and Engineering Department and must be approved by the City Engineer.
 - An erosion prevention and sediment control plan will be required with an application for a Land Disturbance Permit.
 - Construction Plans will be subject to review and approval by the City Engineer and Murfreesboro Water Resource Department.
 - Final approval subject to approval of construction drawings and hydraulic calculations by M.W.R.D.
 - Per the City of Murfreesboro, under the current adopted plumbing code, the City of Murfreesboro requires the minimum floor elevation (M.F.E.) to be set at or above the top of casting elevation of the nearest manhole that is upstream of the sewer service connection. As an alternative, the homeowner shall install a backwater valve per the plumbing code and execute and record a release of indemnification against the City of Murfreesboro with regards to the sanitary sewer connection. The builder and/or homeowner shall be responsible for compliance with this requirement.
 - Any signage will require a separate permit.
 - Per the City of Murfreesboro, the owner shall coordinate all proposed sidewalk locations with utility providers. Elimination of conflicts is the responsibility of the developer.
 - Upon completion and final acceptance of the landscape installation, a three (3) year landscape maintenance bond will be required. This bond should be submitted in the name of the property owner of record or a lease holder who has ten (10) years or more remaining on a current lease. The property owner/lease holder should allow adequate time to obtain the bond as this process may be lengthy and may delay the issuance of the Certificate of Occupancy.
 - See General Permit for Minor Alterations to Wetlands Notice of Coverage No. ARAP-NR 1904.180.
 - Per MWRD, the Developer is financially responsible for providing water and sewer service to each lot.
 - Per the City of Murfreesboro, a sidewalk along Lot 9 road frontage should be constructed prior to the issuance of Certificate of Occupancy.



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the Owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines, and dedicate all streets, alleys, walks, and utilities therein, parks and other open spaces to public or private use as noted.

Date: _____

Part of Record Book 394, Page 753
Part of Record Book 393, Page 2865
Part of Record Book 122, Page 2881
Part of Record Book 40, Page 8

SWANSON DEVELOPMENTS, LP
Deborah S. Kirk, President

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Rutherford County Register of Deeds provided that it is so recorded within one year of this date.

Date: _____

SECRETARY, PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I hereby certify that (1) the streets, drainage structures, drainage improvements, and stormwater quality controls for the subdivision shown hereon have been installed in accordance with city specifications, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same.

Date: _____

CITY ENGINEER

CERTIFICATE OF APPROVAL OF WATER LINES

I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the requirements of the Tennessee Department of Environment Community Public Water Systems Design Criteria, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion.

Date: _____

MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I hereby certify that: (1) the sewer lines and appurtenances for the sewer system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the requirements of the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works; (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same; or (3) that a subsurface sewage system will be permitted subject to the approval of the Rutherford County Health Department.

Date: _____

MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF APPROVAL OF ELECTRICAL POWER

Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the Rules and Regulations, By-laws, Policy Bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "Requirements"). No electric service will be provided until MTEMC's requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's requirements.

Date: _____

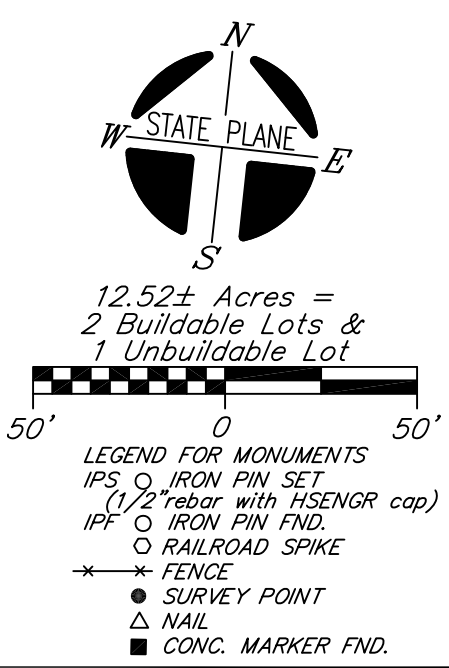
MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

Owner: Swanson Developments, LP
Address: 1188 Park Avenue
Murfreesboro, TN 37129

Tax Map 102, Parcel 18.00, 18.08 & 34.02
Record Book 122, Page 2881
Record Book 393, Page 2865
Record Book 394, Page 753
Record Book 40, Page 8

This parcel is not included in areas designated as a "Special Flood Hazard Area" on the National Flood Insurance Program Community Map Panel No. 47149C0260H, Zone: X, Dated: 01-05-07.

CERTIFICATE OF ACCURACY - I hereby certify that this is a category "1" survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon and that the survey was made in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.



TRANSMITTAL COPY FOR REVIEW PURPOSES ONLY

HUDDLESTON-STEEL ENGINEERING INC.
2115 N.W. BRAD STREET, MURFREESBORO, TN 37129
SURVEYING - 893 - 4084, FAX: 893 - 0080

Previously recorded in Plat Book 10, Page 103
Previously recorded in Plat Book 25, Page 78
Previously recorded in Plat Book 48, Page 129

DATE OF RECORDING: _____
TIME OF RECORDING: _____
PLAT BOOK: _____, PAGE: _____

FINAL PLAT

Samsonite Development
Resub. of Lots 6 & 9,
Murphy Subdivision Lot 1

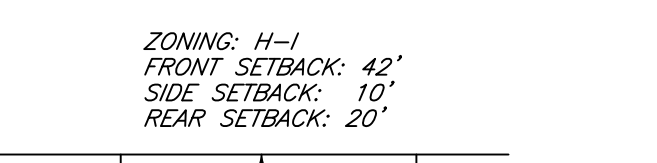
19th Civil District of Rutherford County, Tennessee

Date: February, 2023 Scale: 1"=50' Sheet 1 of 1

Lot No.	Minimum Bldg. Pad Elev.	Lowest Finish Floor Elev.
6	590.5	591.0

LINE	BEARING	LENGTH
L1	N06°25'26"W	26.81
L2	N84°40'13"E	31.01
L3	S06°35'18"E	19.18

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	6°52'08"	270.00	32.37	32.35	S07°21'30"W
C2	36°20'43"	270.00	171.27	168.42	S14°14'56"E



TYPICAL BUILDING SETBACK DETAIL N.T.S.



. . . creating a better quality of life.

MEMORANDUM

DATE: February 17, 2023

TO: Joel Aguilera

FROM: Michele Emerson

RE: Drainage Easement Abandonment Lot 1 Murphy Subdivision

In response to your February 13, 2023 request, we have reviewed the drainage easement abandonment request for Lot 1 Murphy Subdivision and offer the following comments on behalf of the Engineering Department.

This drainage easement was recorded with Murphy Subdivision in plat book 10 page 103. The request to abandon the drainage easement should be subject to the submission and recording of a subdivision plat that relocates the easement. Easement shall be a minimum of 20' and public. The drainage easement abandonment and final plat recording should be done simultaneously.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.

C: Chris Griffith
David Ives
Roman Hankins
Gabriel Moore

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mandatory Referral for Abandonment of a portion of a Sanitary Sewer Easement along New Salem Highway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Consider request to allow abandonment of a portion of a sanitary sewer easement on property located at the corner of New Salem Highway and Rivermont Way.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 15, 2023.

The Water Resources Board voted to recommend approval on February 28, 2023.

Background Information

In this mandatory referral [2023-705], Council is being asked to consider abandoning a portion of a 50' sanitary sewer easement located on property at 5745 New Salem Highway -- with a smaller 30'-wide sanitary sewer easement to remain. A site plan for the development of a daycare center has been approved for the subject property. The sanitary sewer easement was dedicated to the City in 2021 with the Salem Landing Commercial subdivision plat. At that time, Water Resources (MWRD) requested the design engineer to design a deeper sewer main to serve an area to the west by gravity sewer. However, since that time, MWRD has changed the design to serve future development to the west with STEP tanks and a force main. This change would avoid the installation and maintenance of an 18' deep sewer main. With the shallower sewer main installed, the full 50' easement width is not required.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1) The sewer easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 2) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal document for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement or modifying the location of existing easements, so that property owners can more fully enjoy and utilize their property.

Expand Infrastructure

Abandoning this portion will not negatively affect the construction of sanitary sewer on the subject property. Furthermore, the revised easement width is actually the width needed with MWRD's revised plans to serve future development to the west.

Improve Economic Development

The abandonment of this easement will help to facilitate the development of a daycare center.

Attachments:

1. Staff comments from March 15, 2023 Planning Commission meeting
2. Letter and exhibits from applicant
3. Memo from MWRD

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MARCH 15, 2023
PROJECT PLANNER: AMELIA KERR**

- 8.b. Mandatory Referral [2023-705] to consider the abandonment of a portion of a sanitary sewer easement on property located at the corner of New Salem Highway and Rivermont Way, Matt Taylor of SEC, Inc. applicant.**

In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of a 50' sanitary sewer easement located on property at 5745 New Salem Highway (Map 123, Parcel 12.07), with a smaller 30' sanitary sewer easement to remain.



The sanitary sewer easement was dedicated to the City of Murfreesboro on December 27, 2021 and was recorded with lot #1 Salem Landing Commercial subdivision final plat. At that time staff had requested the Engineer/Developer to design a deeper sewer main to serve an area to the west by gravity sewer. However, staff has changed the design to serve the area to the west with STEP tanks and a force main should the property develop in the future. This change would avoid the installation and maintenance of an 18' deep sewer main to serve an area that might not develop. With the shallower sewer main installed, the full 50' easement width is not required. An exhibit to show the abandonment of 7,466 sq. ft. of the existing sanitary sewer easement is attached for your review.

The Murfreesboro Water Resources Board met on February 28, 2023, and MWRD Staff recommended that the Board recommend to Planning Commission and City Council approval of the abandonment of the portion of the existing sewer easement. The memo from MWRD is attached for your review. The Water Resources Board voted to recommend abandonment of the portion of this easement at this meeting.

Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

- 1) The sewer easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 2) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal document for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 3) The applicant will be responsible for recording the legal document, including payment of the recording fee. The sewer easement abandonment is subject to the submission and recording of a subdivision plat that relocates the easement as proposed by the applicant.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: 123,012.07

Address (if applicable): 5745 New Salem Hwy

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Abandonment of Sanitary Sewer Easement

Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC Inc.

Street Address or PO Box: 850 Middle Tennessee Blvd.

City: Murfreesboro

State: Tennessee

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-890-7901

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Applicant Signature

Date

February 9, 2023

Mrs. Marina Rush
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Academy at Salem Landing
Abandonment of 50' Sanitary Sewer Easement
Mandatory Referral SEC Project No. 10192

Dear Marina,

Please find the attached supplemental documents to support the mandatory referral request for the abandonment of 7,466 sf of sanitary sewer easement. The previous design featured a deeper sewer line within the easement, which would require a 50 ft easement. The current design features a shallower sewer line that requires a 30 ft easement.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,

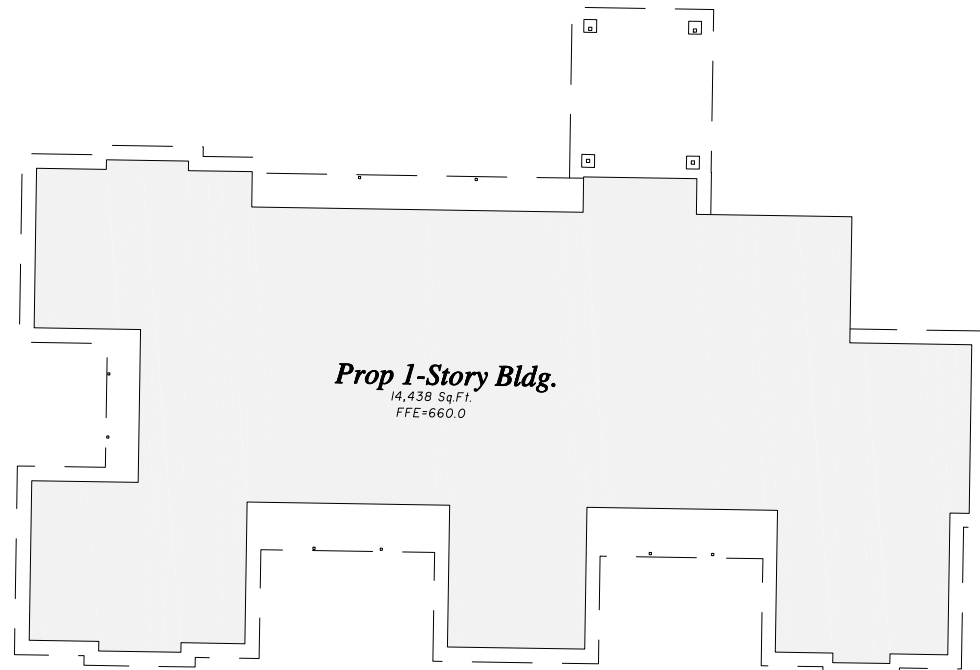
Matt Taylor, P.E.
SEC, Inc.

NEW SALEM HWY/SR 99
R.O.W. VARIES (COMMUNITY COLLECTOR)

Total Easement To Be
Abandoned - 7,466 SF, 0.17 Ac

Easement To Be
Abandoned -
3,728 SF, 0.08 Ac

Easement To Be
Abandoned -
3,738 SF, 0.09 Ac



REMAINING LAND
MAP 123 PARCEL 12.06
RUCKER DONNELL
FOUNDATION, C/O
J KENT BURKLOW, TRUSTEE
W.B. 37, PG. 718
(R.O.R.C.,TN)
Zoned: CH

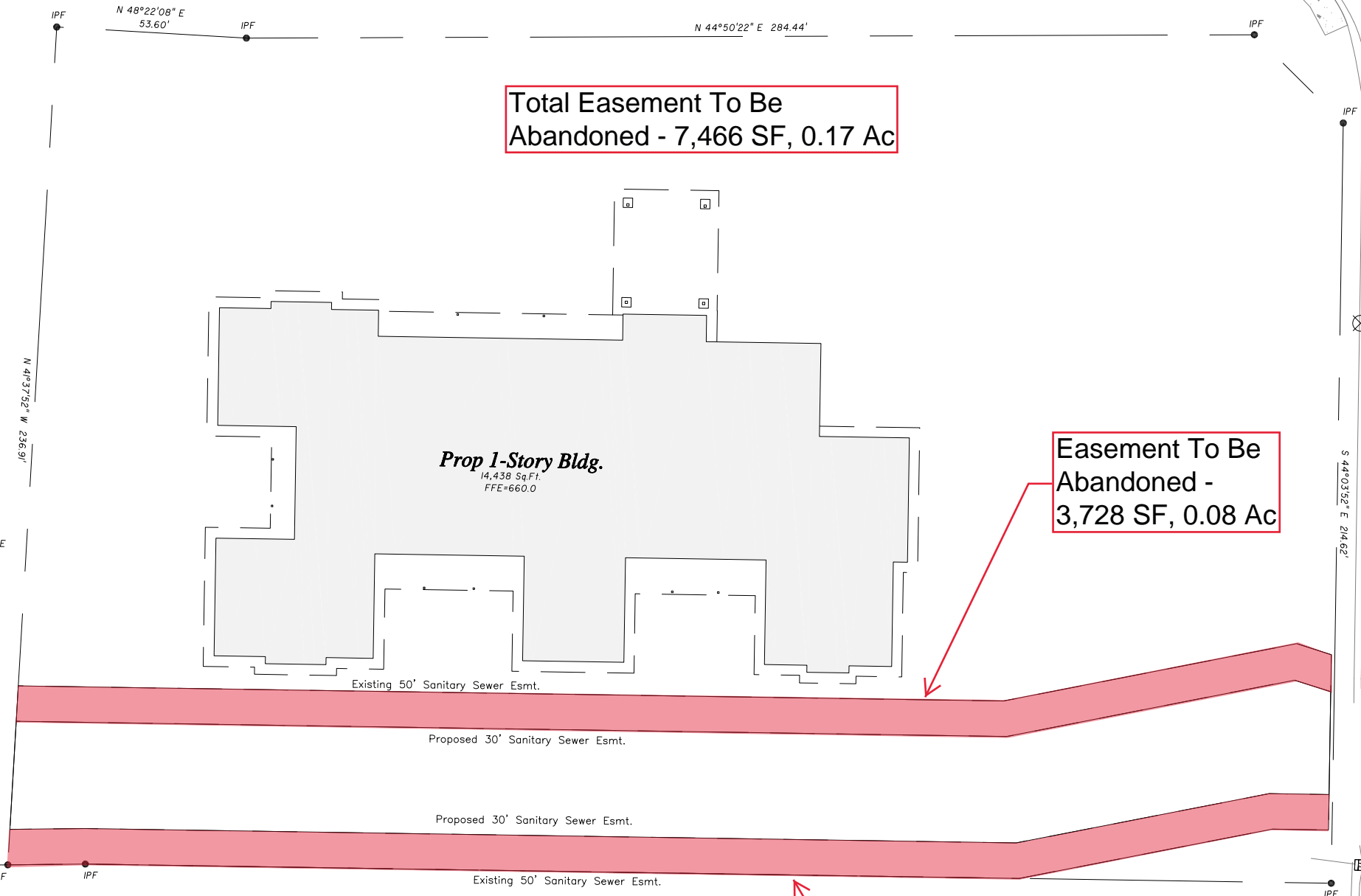
MAP 123, PARCEL 12.05
FUTURE SECTION I
SALEM LANDING S/D
SALEM LAND COMPANY, LLC
(R.Bk 1849, PG. 3906)
Zoned: RS-6

BENCHMARK
PK NAIL IN CURB
ELEV=656.64
NAVD-88

REMAINING LAND
MAP 123 PARCEL 12.00
RUCKER DONNELL
FOUNDATION, C/O
J KENT BURKLOW, TRUSTEE
W.B. 37, PG. 718
(R.O.R.C.,TN)

60' R.O.W. COMMUNITY COLLECTOR
FUTURE SECTION I
SALEM LANDING S/D
SALEM LAND COMPANY, LLC
(R.Bk 1849, PG. 3906)

RIVERMONT WAY





... creating a better quality of life

MEMORANDUM

DATE: February 13, 2023
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment
Academy at Salem Landing

BACKGROUND

This easement abandonment request is from SEC, Inc. on behalf of the Developer. They are requesting the abandonment of a portion of the existing fifty foot sewer easement as shown on the attached. This easement was dedicated by plat some time ago and at that time staff had requested the Engineer/Developer to design a deeper sewer main to serve an area to the west by gravity sewer. However, staff has changed the design to serve the area to the west with STEP tanks and a forcemain should the property develop in the future. The reason for the change was to avoid the installation and maintenance of an eighteen foot deep sewer main to serve an area that might not develop. Since a shallower sewer main was installed, the full fifty foot easement width is not required.

This request will also go before the Planning Commission as a mandatory referral for approval.

RECOMMENDATION

Staff recommends approval of abandoning portions of the existing Sewer Easement.

FISCAL IMPACT

This easement was dedicated by plat.

ATTACHMENTS

Easement Abandonment Request & Exhibit

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Purchase of Uniforms, Clothing and Equipment Items

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of uniforms, clothing, and equipment items.

Staff Recommendation

Approve the Agreement for Public Safety Uniforms with Galls LLC.

Background Information

The Police Department purchases various uniforms, clothing, equipment on a regular basis. These items are available from Galls via the Buyboard Master Agreement No. 698.23.

Buyboard purchases are permitted by Council Resolution. Staff has verified the cost effectiveness of the current Buyboard Master Agreement.

Council Priorities Served

Safe and Livable Neighborhoods

Providing MPD staff with the uniforms and gear needed to ensure their safety is necessary to respond to calls for service and provide other support functions.

Fiscal Impacts

Police will spend up to \$350,000 annually on uniforms and equipment which is provided for in the department's operating budget.

Attachments:

Agreement for Public Safety Uniforms

Agreement for Public Safety Uniforms

This Agreement is entered into and effective as of the ____ day of _____ 2023, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Galls LLC**, a limited liability corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Buyboard's Master Agreement No. 698-23, including Galls National Award Letter, dated February 7, 2023 ("Master Agreement")
- Contractor's Proposal, dated November 8, 2022 ("Contractor's Proposal")
- Any properly executed amendments to this Agreement

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, the Master Agreement
- Last, the Contractor's Proposal

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the Uniforms from the Master Agreement in accordance with Contractor's (Galls) Proposal. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Master Agreement throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council
2. **Term.** The agreement term shall run concurrent with the term of the Master Agreement until its expiration on March 31, 2024. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Master Agreement and the Contractor's Proposal which reflects a purchase price of 15% discount off catalog items. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries for in-stock non-embellished items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37129 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department). Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City.

Fire Department Contact - Attn: Brady Lutton, tel: 615.603.1649 – email: 0672@murfreesborotn.gov

Police Department Contact - Attn: Don Fanning, tel: 629.201.5589 – email: 0273@murfreesborotn.gov

Contacts must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Master Agreement.
 - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
Attn: Michael Fadden
Galls LLC
1340 Russell Cave Road
Lexington, KY, 40505

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**
16. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in

civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
25. **Debarment and Suspension.**
 - a. The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall 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).
27. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**
- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

- b. The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

28. **Domestic preferences for procurements.** (2 CFR 200.322)

- a. As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

Signatures are on the following page.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the “Effective Date”).

CITY OF MURFREESBORO, TENNESSEE

GALLS LLC

By: _____
Shane McFarland, Mayor

By: _____
Michael Fadden, Chief Executive Officer

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



February 7, 2023

Sent Via Email: brewer-tiffany@galls.com

Tiffany Brewer
Galls, LLC (HUB)
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 698-23 for Public Safety and Firehouse Supplies and Equipment** **must be received on or before 4:00 PM November 10, 2022**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com



PROPOSAL INVITATION No. 698-23

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- **VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
 - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
 - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - i. **Manufacturers shall be listed in alphabetical order**
 - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted.**
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
 - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - a. **Manufacturers shall be listed in alphabetical order**
 - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759



VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR’S PROPOSAL.

Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor’s Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



GENERAL INFORMATION

Proposal Invitation No. 698-23 – Public Safety and Firehouse Supplies and Equipment

****Please make sure that you have reviewed and completed all sections of this Proposal Invitation.***

- 1. Notice of Proposal Invitation and Instructions to Proposers**
- 2. General Information**
- 3. Proposal Forms**
- 4. Proposal Specifications**
- 5. General Terms and Conditions**
- 6. BuyBoard Technical Requirements**
- 7. Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Public Safety and Firehouse Supplies and Equipment that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed labor rate for installation and repairs. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2023, through March 31, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is \$73,230,407; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

SPECIAL NOTE REGARDING PURCHASES OF FIREARMS, AMMUNITION AND/OR TACTICAL EQUIPMENT REGULATED BY FEDERAL OR STATE LAW

The individual signing this Proposal acknowledges and understands that sales to end purchasers of firearms, ammunition and/or certain tactical equipment may invoke federal and state laws and regulations regarding such items, and you agree on behalf of Vendor to strictly comply with such laws and regulations in all respects in connection with all sales transactions involving such regulated items. Further, the individual signing this Proposal warrants and affirms that the Cooperative, the Cooperative Administrator, and Cooperative members shall have no duty or responsibility whatsoever in connection with Vendor's duties to comply with all such laws and regulations in the sales of regulated items hereunder; all such responsibility for regulatory compliance in connection with the sales of such items being assumed by you. You acknowledge that you are fully aware of the laws and regulations applicable to the items solicited pursuant to this Proposal Invitation, and to the extent there are changes of existing laws or regulations or new laws or regulations promulgated which affect your responsibilities hereunder during the term of any Contract award under this Proposal Invitation, you will strictly comply with same.



BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

Proposal Invitation Number: 698-23

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.


Anticipated Cooperative Board Meeting Date: February 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company

Date

Street Address



Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: MF



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: *MF*



RESIDENT /NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____		_____	
Company Name		Address	
_____		_____	_____
City		State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

- Yes
- No

Initial: MF



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: MF



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: WCF



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: MF



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor’s Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: MF



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: MF



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: MF



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree. **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, I agree. **NO**, I do not agree.

Initial: MF



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree. **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

YES, I agree. **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

YES, I agree. **NO**, I do not agree.

Initial: MF



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member’s Federal award meets the definition of “funding agreement” under 37 CFR 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 or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

- YES**, I agree. **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

- YES**, I agree. **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- YES**, I agree. **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

- YES**, I agree. **NO**, I do not agree.

Initial: MF



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

- YES, I agree. NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor’s products, including whether goods, products, or materials are produced in the United States.

- YES, I agree. NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

- YES, I agree. NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

- YES, I agree. NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

- YES, I agree. NO, I do not agree.

Initial: MF

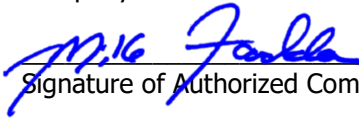


COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Company Name



Signature of Authorized Company Official

Printed Name and Title

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

- Type of Business:** Individual/Sole Proprietor Corporation Limited Liability Company Partnership
- Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12-month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcwell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____

Proposed Discount (%): _____

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** **NO** If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

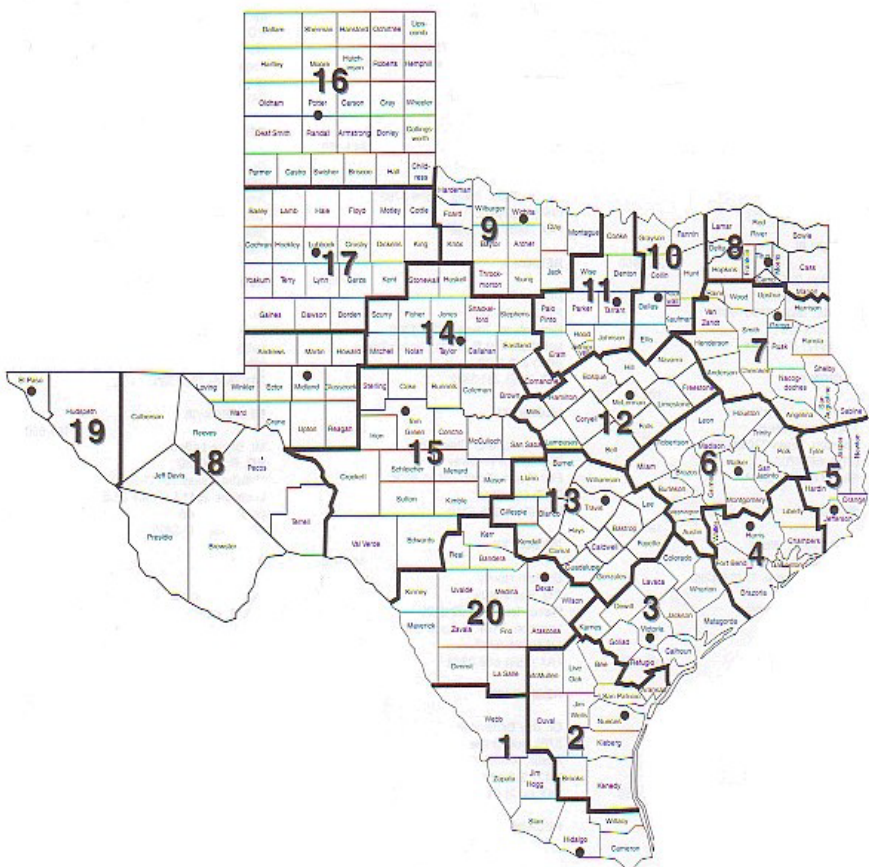
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters



- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
 Alaska
 Arizona
 Arkansas
 California (Public Contract Code 20118 & 20652)
 Colorado
 Connecticut
 Delaware
 District of Columbia
 Florida
 Georgia
 Hawaii
 Idaho
 Illinois
 Indiana
 Iowa
 Kansas
 Kentucky
 Louisiana
 Maine
 Maryland
 Massachusetts
 Michigan
 Minnesota
 Mississippi
 Missouri
 Montana

Nebraska
 Nevada
 New Hampshire
 New Jersey
 New Mexico
 New York
 North Carolina
 North Dakota
 Ohio
 Oklahoma
 Oregon
 Pennsylvania
 Rhode Island
 South Carolina
 South Dakota
 Tennessee
 Texas
 Utah
 Vermont
 Virginia
 Washington
 West Virginia
 Wisconsin
 Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor

Proposal Invitation Number



Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



N/A

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services (“Work”) under the BuyBoard contract contemplated by this Proposal Invitation (“Contract”). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.



4. Describe Proposer’s financial capability to perform the Contract. State or describe the firm’s financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm’s past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm’s past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.



N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.**
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**
24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
28. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
29. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
30. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

31. Discount (%) off catalog/pricelist for **Breathing Apparatus.**



32. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
33. Discount (%) off catalog/pricelist for **Turnout Gear.**
34. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
35. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
36. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
37. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
38. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
39. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
40. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
41. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
42. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
43. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
44. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
45. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
46. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
47. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.**
48. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
49. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

50. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
51. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
 - Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
 - Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
 - Reviewed/Completed: **Governmental References**
 - Reviewed/Completed: **Company Profile**
 - Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
 - Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
 - Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
 - Reviewed/Completed: **Local/Authorized Seller Listings**
 - Reviewed/Completed: **Manufacturer Dealer Designation**
 - Reviewed/Completed: **Proposal Invitation Questionnaire**
 - Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions (“Terms and Conditions”) apply to this Proposal Invitation and the proposing company’s response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

“**Awarded Items**” has the meaning set for in section E.3 of the Terms and Conditions.

“**Awarded Pricing**” has the meaning set forth in section E.4 of the Terms and Conditions.

“**BuyBoard®**,” “**the BuyBoard**,” or “**BuyBoard website**” means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

“**BuyBoard Administrator**” or “**Cooperative Administrator**” means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

“**Contract**” means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative’s acceptance of all or part of the Vendor’s Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor’s Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)



“Cooperative” means The Local Government Purchasing Cooperative (which may also be referred to as “Texas Cooperative” herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

“Cooperative member” or **“member”** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, “Cooperative member” as used in these Terms and Conditions may include the Cooperative administrator’s non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

“Goods” or **“Products”** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

“Proposal Invitation” means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

“Proposal” means Proposer’s complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer’s duly authorized representative.

“Proposal Due Date” means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

“Proposer” or **“Vendor”** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, “you”, “your”, “I” or “my” refer to Proposer or Vendor, as applicable.)

“Purchase Order” means a Cooperative member’s fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member’s authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

“Vendor Invoice” means Vendor’s billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.



In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).



Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).



The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.



The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and



- 3) on completion of the Contract (including any Purchase Order thereunder), either:
- (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
 - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.



Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.



(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.



14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative’s evaluation may include Vendor’s responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor’s responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative’s sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative’s decision to make multiple awards or a single award will be based upon the Cooperative’s sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor’s breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor’s failure to generate any minimum amount specified in a prior-awarded Cooperative contract.



The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.



2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.



E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted



by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.



2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.



5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).



(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the foregoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.



Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the



performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,



hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.



Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.



17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;



- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.



A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.



If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.



7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:

- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:

- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. Do not include: -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125



Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). This should <u>not</u> be a numeric value.	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. Do not provide: -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent OR	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A



Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. Do not provide: -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product thumbnail image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

- 1- A unique Vendor Product Number
- 2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:

Product A - 1234567 - EA (different vendor product numbers)

Product B - 1234568 - EA

-OR-

Product A - 1234567 - EA (same vendor product number, different UOM)

Product B - 1234567 - PK

WRONG:

Product A - 1234567 - EA

Product B - 1234567 - EA



APPENDIX II

ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
 - i. BuyBoard member name;
 - ii. Purchase Order amount;
 - iii. Purchase Order number;
 - iv. Date Purchase Order submitted to vendor;
 - v. Date purchase executed / completed / delivered;
 - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
 - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
 - viii. Final purchase amount total (as invoiced to BuyBoard member);
 - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.



5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.
6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.



GALLS EXPERIENCE AND QUALIFICATIONS

Galls, LLC (“Galls”) has been in business for more than 55 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,500 employees. Galls generates around \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributor of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.



RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee. If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns. We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds. Refunds are deposited back to your original payment method.

Shipping Refunds. Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items. Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items. Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items. All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items. Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

Gift Certificates. Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

WARRANTY

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Manufacturer Warranties - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.



MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eEquip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eEquip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eEquip site to drive customer engagement.

2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshow we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.

GALLS, LLC - RETAIL & SERVICE CENTER LISTING

Location Type	Phone	Address	City	State	Zip	Store Hours
Retail Branch	205.533.8729	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	334.649.3028	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	205.533.8729	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	870.819.3391	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	501.708.2059	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	479.231.1710	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	213.261.7636	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	562.285.6638	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	510.900.3490	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	714.633.3880	1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	951.329.9012	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	916.273.3023	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	213.462.1798	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	628.629.6950	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am - 5:00 pm SAT: 9:00-2:00pm
Retail Branch	719.722.3045	525 E. Fountain Blvd. #130	Colorado Springs	CO	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	720.259.2145	5120 Osage St. #200	Denver	CO	80221	M-F: 9:00am - 5:00pm
Retail Branch	202.908.4600	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	407.232.8071	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	850.402.1133	3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	470.867.3024	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	678.809.7141	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	678.809.7141	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	515-283-1985	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	913.871.5636	9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	859.787.0410	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	612-377-0011	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	763.515.8952	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	320.227.4279	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	816.912.3196	2720 Burlington Street	North Kansas City	MO	64116	M-F: 9:00am - 5:00pm
Retail Branch	402.983.9825	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	609.643.5869	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	862.279.6954	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	505.933.6095	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	518.621.0760	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	631.446.3454	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	704.631.9698	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	919.746.8502	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	910.338.1077	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	513.370.2348	1905 Dalton Ave	Cincinnati	OH	45214	M-F: 8:30am - 4:30pm

GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont...

Location Type	Phone	Address	City	State	Zip	Store Hours
Retail Branch	614.816.2501	3889 Business Park Dr	Columbus	OH	43204	M-F: 9:00am - 5:00pm
Retail Branch	859.787.0430	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	512.351.4297	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	469.208.7087	3200 COMMANDER DRIVE; SUITE 114	Carrollton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	214.960.5127	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	281.661.8951	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	713.454.7466	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	832.397.6245	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	210.523.0976	2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	757.793.2447	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	804.298.2813	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	206.527.5277	8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	253.237.1630	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	509.703.4587	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	262-717-5011	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	954.376.8894	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	305.384.8001	400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	321.663.9864	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	312.533.2592	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	312.267.1477	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	316.633.4200	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	763.515-8377	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	609.281.5596	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	704.631.9699	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	216.553.4383	10666 Lorain Ave	Cleveland	OH	44111	M-F: 9:00am - 5:00pm
Service Center	210.523.0976	2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm

From: [Jenny Licsko](#)
To: [Cathy Smith](#); [Kelley Baker](#)
Cc: [Malia Grubbs](#)
Subject: Gall's new BuyBoard contract effective 4.1.2023
Date: Friday, March 3, 2023 7:51:51 AM
Attachments: [Outlook-sh12lz14.png](#)
[Buyboard - Public Safety and Firehouse Supplies and Equipment - Contract #698-23 - National Award.pdf](#)
[Buyboard - Public Safety and Firehouse Supplies and Equipment - Proposal 698-23 - Response.pdf](#)

All,
Attached is the new contract for Public Safety Uniforms. Can we please draft an amendment or new contract with Gall's? Our Rep's contact information is below. Please let me know if you need further information.

Thank you!
Jenny

Get [Outlook for iOS](#)

From: Frandsen (Blanchard), Elise <frandsen-elise@galls.com>
Sent: Thursday, March 2, 2023 4:10:10 PM
To: Becki Tucker <0086@murfreesborotn.gov>
Cc: Hardin, Travis <Hardin-Travis@galls.com>
Subject: [EXTERNAL]- Fw: 5147834 CITY OF MURFREESBORO POLICE

Good Afternoon,

Our Contract Management Team sent these documents back. The current BuyBoard contract you are on is expiring and is being replaced by contract 698-23 starting on 4/1. The catalog is the same and all of the items on the contract are the same.

Please let us know if this is what you are needing or if the accounting department needs additional information.

Thank you!
Elise

Elise Frandsen | Regional Account Executive - Tennessee & North Alabama

1340 Russell Cave Road | Lexington, KY 40505

Cell: 252.216.7926 | frandsen-elise@galls.com



From: Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>

Sent: Thursday, March 2, 2023 8:22 AM

To: Hardin, Travis <Hardin-Travis@galls.com>; Frandsen (Blanchard), Elise <frandsen-elise@galls.com>; BidReview <bidreview@galls.com>

Subject: RE: 5147834 CITY OF MURFREESBORO POLICE

The contract 603-20 is expiring and being replaced by the attached 698-23 which starts on 4/1.

Thank you,

CAUTION: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure to others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Mechanical Electrical Service Contract TO 22-01 Change Order

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

A new larger water service line to feed the Biosolids Polymer System is necessary to increase the water volume and pressure. This change order adds this additional scope to the contract.

Staff Recommendation

Approval of Change Order No. 1 to the contract, which will add \$55,400 to the contract.

Background Information

Task Order 22-01, the Biosolids Polymer Feed System is the original scope of work for the Mechanical & Electrical Services contract. The original scope of work was to replace and upgrade the two existing dry polymer feed systems originally built in 2001 and 2008 that have met the end of their useful life. The polymer feed system injects polymer into the Water Resource Recovery Facilities (WRRF) biosolids in order to optimize their dewatering in the Fournier rotary presses. This additional scope is to install a new water service to the building and system. A portion of the work will be completed by John Bouchard through the Contract and the other portion, outside of the building, will be constructed by the Department's Construction Crew housed within Operations & Maintenance.

Operational Issues

The existing water service was not large enough to adequately allow the new Polymer Feed System to operate.

Fiscal Impact

The Department earmarked \$150,000 in FY20 working capital reserves for Engineering and has earmarked \$1,400,000 in FY23 from our working capital reserves to fund the construction of this project. Even with this change the Construction Contract and Engineering together total 1,502,088 which is still less than what was budgeted.

Attachments

1. Change Order No. 1
2. Change Control Form No. 1



CHANGE CONTROL FORM NO. 001

Date Issued:	February 13, 2023	Project:	Murfreesboro WRF Biosolids Polymer System and Upgrade
Project No.:	XXXXXXXX (City) 19-41-016.0 (SSR)	Contractor:	John Bouchard and Sons, Inc.
This Document is a: <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input checked="" type="checkbox"/> Request For Proposal			
Description and Purpose of Change <i>(attach necessary supporting documentation):</i> <p>The City of Murfreesboro has requested that a separate potable water supply be provided to serve the polymer system at the WRF Biosolids Building.</p> <p>This CCF documents this work, including:</p> <ol style="list-style-type: none"> 1. New 3-inch PVC SCH80 water line inside the Biosolids Building basement; 2. New RPZ and PRV near the Southwest corner of the Biosolids Building basement; 3. New PVC SCH80 water line to five service locations in the Biosolids Building basement. 4. Demolition of Existing water line at three locations. Fittings and valves may be reused by the Contractor. <p>Please note the following miscellaneous changes also:</p> <ol style="list-style-type: none"> 5. City of Murfreesboro will self-perform the following: <ol style="list-style-type: none"> a. New Connection to the Existing 8-inch cast iron pipe water main; b. New 4-inch DR14 C900 pipe water service to the Biosolids Building; c. New 4-inch Domestic Water Meter Assembly with Bypass; 4. Water line will be laid in accordance with the City of Murfreesboro cover requirements. 5. Water line that is laid below process water lines shall be concrete encased per City Details. 6. Ground conductor will be extended to the NEW 3-inch water service inside the Biosolids Building basement. 7. A shut off valve and valve box will be provided at the water main connection in the yard. 8. The water line in the Biosolids Building basement shall be run along the West wall. Service lines will be run overhead to each service connections at the ceiling. 9. The Contractor shall disconnect the Existing PVC connection to the 2-inch water service line. 10. The Contractor will include such work to ensure that there is both PW and Reuse Water connections with shut off valves at each water service connection. 11. The Contractor shall comply with the City of Murfreesboro requirements and codes compliance. <p>The additional cost of \$55,400 shall be applied by Change Order. This amount includes \$49,000 for the work and an additional amount of \$6,400 to include backfill, excavation, shoring/trench box, seed/straw within 5-feet of the building if MWRD does not self-perform these activities.</p>			
Initiated By: <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: CU1.1, D1.1		Spec. Reference: N/A	
RFI Reference:		Date of RFI:	
Attachments: CU1.1, D1.1 JBS Feb 8, 2023 Quotation			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input type="checkbox"/> No Change in Contract Amount is Required N/A		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is required N/A		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to promptly proceed to make the changes to the Work described in this Work Change Directive. Any change in			



CHANGE CONTROL FORM NO. 001

Contract Price or Contract Time shall be determined in accordance with the General Conditions. Effective date of Work Change Directive shall be date of Contractor's signature below unless noted otherwise.

FIELD ORDER

Contractor is hereby directed to promptly perform the proposed Work described in this Field Order, which is issued in accordance with the General Conditions, for minor changes in the Work without changes in the Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and submit a Change Proposal for approval before proceeding with the proposed Work. Effective date of Field Order shall be date issued unless noted otherwise.

SIGNATURES

ENGINEER:
(Smith Seckman Reid, Inc.)

CONTRACTOR:
(John Bouchard & Sons)

OWNER:
(City of Murfreesboro)

Date: February 13, 2023

Date: _____

Date: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Salem Highway and Barfield Road Special Sanitary Sewer Assessment District
[2nd Reading]

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Establish a revised Salem Highway and Barfield Road Sanitary Sewer Special Assessment District (SSSAD).

Staff Recommendation

Approve second reading to enact the ordinance establishing the requested SSSAD.

The Water Resources Board recommended approval of the revised SSSAD.

Background Information

At the December 13, 2022, Water Resources Board meeting, the Board recommended Council revise the Salem Highway and Barfield Road Special Sanitary Sewer Assessment District to recoup \$8,389,949 in expenses associated with sewer improvements to the area. These improvements increase the capacity of the Salem Hwy and Barfield Road service allowing 3,473 new sewer connections, typically defined as single-family units (sfu's). Funding was approved from the Water Resources working capital reserves.

A special assessment of \$3,150 per sfu is proposed to recoup this construction expense over a 15-yr time frame for projects approved after December 1, 2022. Additionally, the outstanding balance of \$674,793 from the original Salem Highway and Barfield Road SSSAD established in 2001 is proposed to be recouped over a 5-yr period for 891 sfu's that were approved prior to December 1, 2022. The revised special assessment is \$840 per sfu versus the pre-existing amount of \$750 per sfu.

Council approved Resolution 23-R-PH-01 at their January 19, 2023 meeting to conduct a public hearing prior to considering first reading of the proposed Salem Highway and Barfield Road SSSAD. The public hearing was conducted on March 2, 2023, with no comments and first reading was passed by Council.

Council Priorities Served

Responsible Budgeting

Recouping construction expenses that promotes growth paying for growth minimizes the monthly water and sewer rates necessary to charge MWRD's customer base.

Expand infrastructure

Expanding sanitary sewer capacity in the Salem/Barfield sanitary sewer service basin increases future sewer connections and allows development to continue in a very fast-growing corridor within the City.

Improve economic development

An additional 3,473 sanitary sewer connections in the Salem/Barfield sanitary sewer service basin affords the City continued strong economic growth and associated opportunities in an expanding part of the City.

Attachments

1. Ordinance 23-O-01 for Salem Highway and Barfield Road special sanitary sewer assessment district
2. Map for area affected by the Salem Hwy and Barfield Road Special Sanitary Sewer Assessment District

ORDINANCE 23-O-01 amending Chapter 33 of the Murfreesboro City Code by amending Section 33-205, revising a sanitary sewer special assessment district known as the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District.

WHEREAS, in 2001, the City of Murfreesboro created a sanitary sewer special assessment district called the “Salem Highway and Barfield Road Sanitary Sewer Special Assessment District” and continues to operate and maintain that district as provided in Section 33-205 of the Murfreesboro City Code; and,

WHEREAS, the City of Murfreesboro Water Resources Department imposed sewer connection restrictions in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District on December 27, 2021, to avoid potential sanitary sewer overflows; and,

WHEREAS, the City of Murfreesboro proposes to expend approximately Eight Million Three Hundred Eighty-Nine Thousand Nine Hundred and Forty-Nine Dollars (\$8,389,949.00) for construction improvements to the sewerage system serving the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, upon City Council approval of said improvements, the sanitary sewer restrictions in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District were lifted on December 1, 2022; and

WHEREAS, the City of Murfreesboro also currently has an outstanding balance of approximately Six Hundred Seventy-Four Thousand Seven Hundred and Ninety-Three Dollars (\$674,793.00) for the original construction of a sewerage system serving the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from both the original construction and the improvements; and,

WHEREAS, the City has estimated the increased capacity of the proposed sewer to be 3,473 single family units and the pre-existing unimproved capacity to be 891 single family units; and,

WHEREAS, on the Murfreesboro Water Resources Department has determined a fair rate of recoupment per single family unit or its equivalent (as defined in City Code § 33-50(A)(2)) is Eight Hundred and Forty Dollars (\$840.00) for connections approved prior to December 1, 2022, and Three Thousand One Hundred and Fifty Dollars (\$3,150.00) for connections on or after December 1, 2022, and that such assessments should be in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the Water Resources Board of the City of Murfreesboro has recommended that City Council amend Section 33-205 of the Murfreesboro City Code

to reflect these new fair rates of recoupment for the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of or change to any special assessment improvement district, and the City Council conducted a Public Hearing on March 2, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by deleting Section 33-205 in its entirety and replacing it with the following:

“SECTION 33-205 SALEM HIGHWAY AND BARFIELD ROAD SANITARY SEWER SPECIAL ASSESSMENT DISTRICT

(A) The City hereby creates a sanitary sewer special assessment district called the “Salem Highway and Barfield Road Sanitary Sewer Special Assessment District” in order to recoup funds expended for construction and installation costs of the Salem Highway and Barfield Road sewage improvements, providing sanitary sewer service to the properties shown on Map. No. 33-205, copies of which are on file with the City Recorder and Director of the Murfreesboro Water Resources Department.

In addition to the properties shown on Map No. 33-205, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall pay Three Thousand One Hundred and Fifty Dollars (\$3,150.00) per single family unit or its equivalent (as defined in City Code § 33-50(A)(2)) is Eight Hundred and Forty Dollars (\$840.00) for connections approved prior to December 1, 2022, and Three Thousand One Hundred and Fifty Dollars (\$3,150.00) for connections on or after December 1, 2022, until the actual costs, including funding costs, are paid in full.

EXCLUSION: Any customer of Murfreesboro Water Resources Department shall be excluded from the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water Resources Department, or a designee, that the sewage from the property served does

not discharge into the Salem Highway and Barfield Road sewerage system.

- (B) Each applicant for sanitary sewer service in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code § 33-50(A)(1) as amended; the outside house service charge described in Code § 33-50(C); the additional special sewer area assessment of Eight Hundred and Forty Dollars (\$840.00) per single family unit or its equivalent (as defined in Code §33-50(A)(2)) if the connection was approved prior to December 1, 2022, or Three Thousand One Hundred and Fifty Dollars (\$3,150.00) per single family unit or its equivalent (as defined in Code § 33-50(A)(2)) if the connection was approved after December 1, 2022; and all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot’s property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.
- (C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water Resources Board, shall also be paid and collected before connection for sewer service.
- (D) Persons owning and/or occupying property with accessible sanitary sewer (as defined in Code § 33-400) within the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall be exempt from monthly sewer service charges until such time physical connection is made to the sanitary sewer or the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District ends as provided in (A) above.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

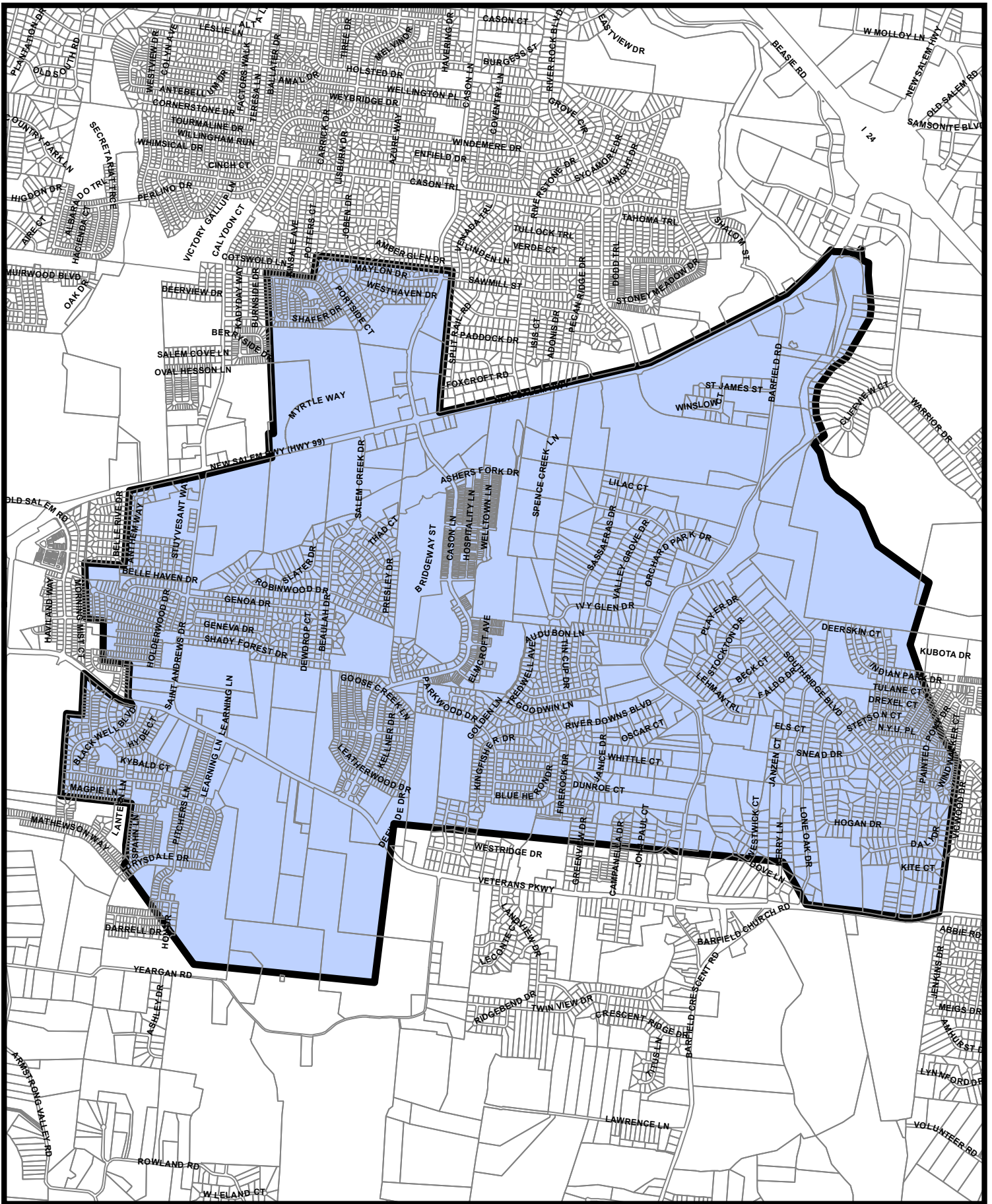
ATTEST:

Jennifer Brown
City Recorder

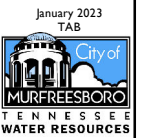
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
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Adam F. Tucker
City Attorney

SEAL



Map No. 33-205
Salem Highway & Barfield Road Sanitary Sewer Special Assessment District
As Presented 02/08/10



COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Zoning for property along Butler Drive
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input checked="" type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Zoning of approximately 22.32 acres located along the west side of Butler Drive north of Joe B Jackson Parkway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

City Administration presented to the City a zoning application [2022-429] for 22.32 acres located along Butler Drive to be zoned H-I (Heavy Industrial District) simultaneous with annexation. During its regular meeting on January 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 2, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Expand Infrastructure

This rezoning will allow for the future development of City facilities, potentially including a materials management and processing facility, salt/brine storage, outdoor vehicle and equipment storage, and an employee building with offices and restrooms.

Establish Strong City Brand

This rezoning will enable the City to expand its municipal facilities, helping to ensure that it will continue to be able to provide a high level of services to its citizens.

Attachments:

Ordinance 23-OZ-04

ORDINANCE 23-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 22.3 acres along Butler Drive as Heavy Industrial (H-I) District, simultaneous with annexation; City of Murfreesboro Administration Department, applicant [2022-429].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Heavy Industrial (H-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-04

City Limits

**Area zoned
H-I simultaneous
with annexation**

City Limits

G-I

G-I

RS-15

G-I

G-I

G-I

I-24

BUTLER DR

JOE B JACKSON PKWY

ELAM RD



COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Rezoning property along West Thompson Lane
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezoning approximately 10.1 acres located along West Thompson Lane east of Leanna Road.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

BA Homes, LLC presented to the City a zoning application [2022-422] for approximately 10.1 acres located along West Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on October 5, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action after concerns were expressed about the architectural elevations as well as providing a proper transition between this development and the adjacent Tuscany development to the west. At its January 18, 2023 regular meeting, the Planning Commission considered this item under Old Business and voted to recommend its approval subject to a Type A landscape buffer being planted adjacent to Tuscany and shutters being added to certain architectural elevations. The pattern book has since been revised per those conditions of approval.

On March 2, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Expand Infrastructure

The proposed development includes roadway connectivity to the east to the developing Kings Landing subdivision as well as a street stub to property to the west.

Connectivity, as these properties develop, will allow for disbursement of traffic north toward Cherry Lane and west toward Leanna Road to relieve pressure on Thompson Lane. It will also create multiple access points for service providers, including emergency service providers.

Improve Economic Development

This rezoning will enable the development of 52 single-family attached dwelling units.

Attachments:

Ordinance 23-OZ-05

ORDINANCE 23-OZ-05 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 10.1 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Cherry Blossom Downs PRD); BA Homes, LLC, applicant, [2022-422].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

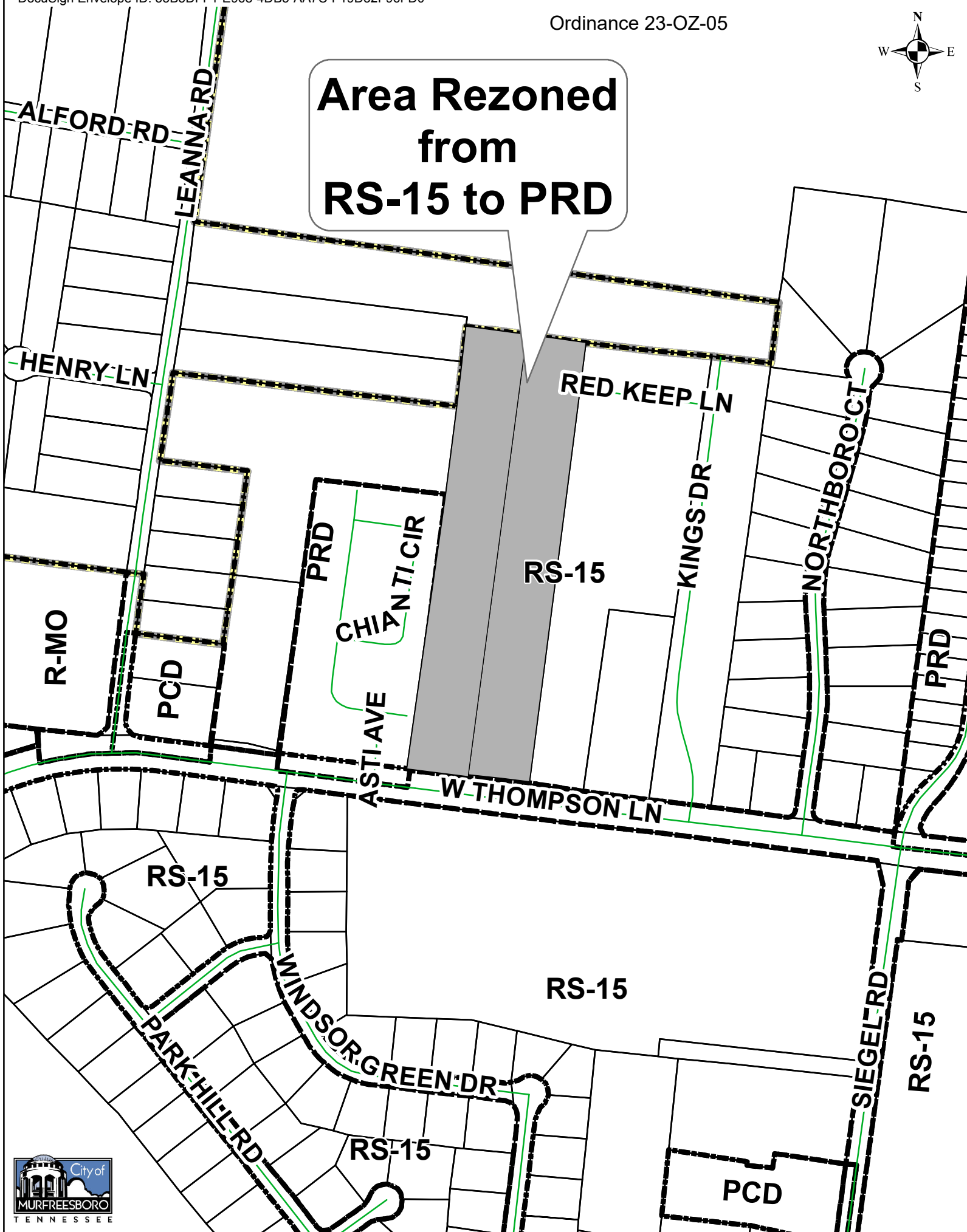
DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



**Area Rezoned
from
RS-15 to PRD**



COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Rezoning property along Memorial Boulevard
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 4.1 acres located along the east side of Memorial Boulevard north of Brentmeade Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

B & N Patel presented a zoning application [2022-426] for approximately 4.1 acres located along the east side of Memorial Boulevard to be rezoned from RS-15 (Single-Family Residential District 15) to PCD (Planned Commercial District). During its regular meeting on January 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval, subject to the developer providing privacy fencing adjacent to the residential properties to the north. The PCD pattern book has been revised to reflect compliance with this condition.

On March 2, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable development of commercial uses along a major arterial, which will generate sales tax revenue for the City and employment for the community.

Attachments:

Ordinance 23-OZ-02

ORDINANCE 23-OZ-02 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.1 acres located east of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Commercial Development (PCD) District (Memorial Plaza PCD); B & N Patel, applicant, [2022-426].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Commercial Development (PCD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
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Shane McFarland, Mayor

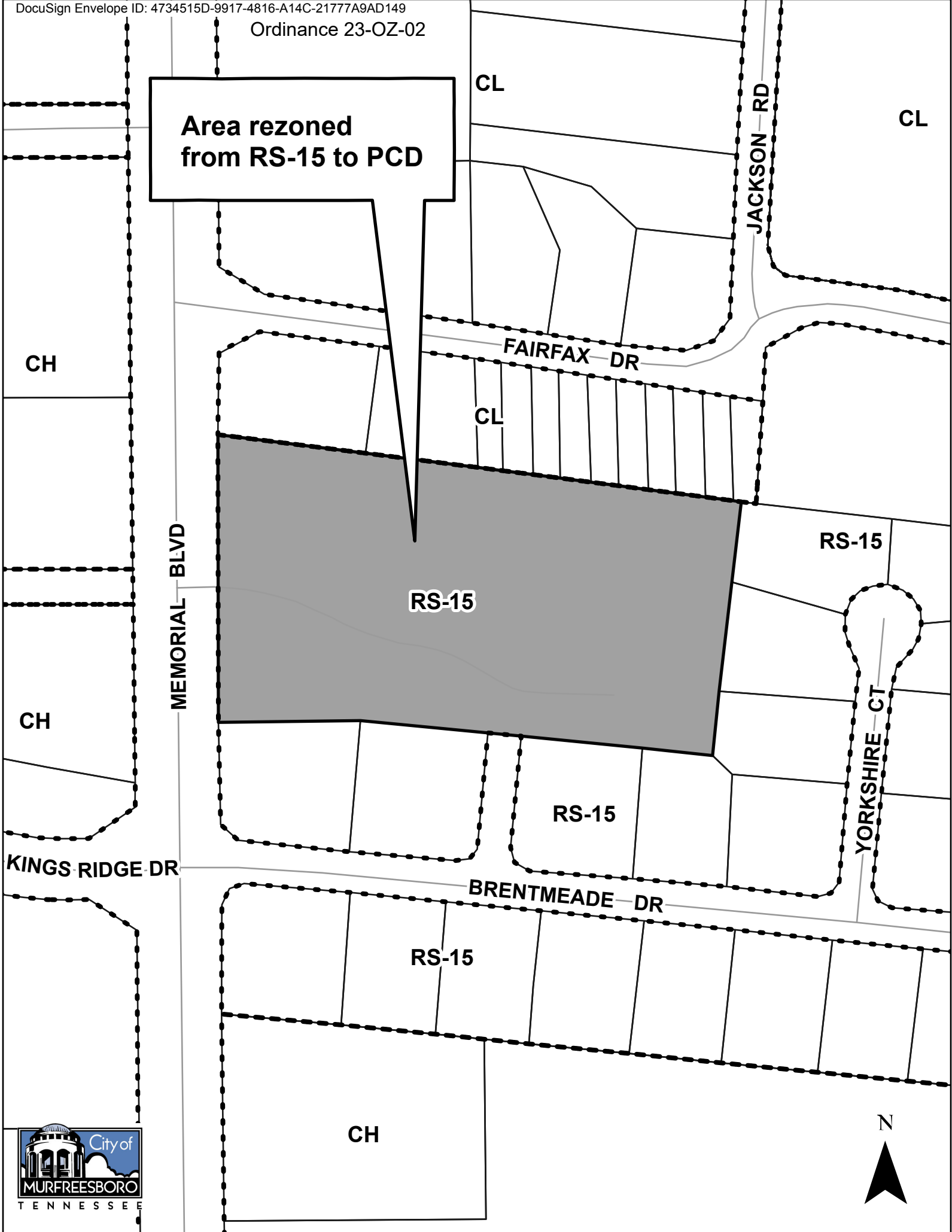
APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-02

Area rezoned
from RS-15 to PCD



COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Zoning for property along South Church Street
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zoning of approximately 0.54 acres located at the southwest corner of South Church Street and Highfield Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Salem Investment Partners presented to the City a zoning application [2022-428] for property located along South Church Street to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on January 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On March 2, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a two-tenant commercial building, which, upon development, will create jobs for the community and generate tax revenue for the City.

Attachments:

Ordinance 23-OZ-03

ORDINANCE 23-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 0.54 acres along South Church Street and Highfield Drive as Planned Commercial Development (PCD) District (South Church Street Corner PCD) simultaneous with annexation; Salem Investment Partners, applicant [2022-428].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Commercial Development (PCD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

CH

Ordinance 23-OZ-03



RS-A1

MEIGS DR

City Limits

SOUTH CHURCH STREET

PUD

PUD

HIGHFIELD DR

AMHERST DR

**Area Zoned PCD
Simultaneous with Annexation**

City Limits



COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: FY23 City Schools Budget Amendment #6

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input checked="" type="checkbox"/> |
| Motion | <input type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Amendment #6 to FY23 City Schools budgets to recognize new expenditures from fund balance and new revenues in the General Purpose Schools, School Federal Projects, Nutrition and ESP funds.

Staff Recommendation

Approve Resolution 23-R-04 amending the FY23 City Schools budgets as presented.

Background Information

On February 28, 2023, the MCS Board approved budget amendments totaling \$1,070,862 to budget new expenditures from new revenue sources and fund balance.

General Purpose Schools Fund 141:

- Budget \$80,000 from unassigned fund balance to the Technology Contract Services line-item to cover one-time emergency expenditures.

School Federal Projects Fund 142:

- Budget an additional \$208,462 in the Consolidated federal awards in Title II-A, IDEA Part B, and IDEA Preschool grants for a total final allocation of \$4,781,574. Funds are budgeted for increases in labor, benefits, contracts with private agencies, equipment costing less than \$5,000, staff development and indirect costs. Costs are reasonable, necessary, and allowable. No new positions are funded with this increase.

Nutrition Fund 143:

- Budget an additional \$265,545 for the USDA Supply Chain Assistance Grant 3 for a total award of \$461,064. Funds will be used to purchase allowable food products including locally produced milk. The original award of \$181,195 was approved during the regular budget approval process. An additional allocation

of \$14,324 was approved by Council on January 5, 2023.

Extended School Program (ESP) Fund 146:

- Budget \$516,855 from fund balance (Committed for ESP) to increase the contract services line-item for the installation of poured-in-place rubber safety surface for playgrounds located at Bradley, Northfield, John Pittard, and Scales Elementary Schools.

- **Council Priorities Served**

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

These funds will be budgeted in the FY23 General Purpose Schools, School Federal Projects, Nutrition, and ESP funds to recognize new expenditures from new revenues and fund balance.

Attachments

1. Resolution 23-R-04
2. Exhibit A MCS Budget Amendments

RESOLUTION 23-R-04 amending the 2022-2023 Murfreesboro City Schools Budget (6th Amendment).

WHEREAS, the City Council adopted Resolution 22-R-16 on June 8, 2022 to implement the 2022-2023 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2022-2023 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The 2022-2023 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (# 6)

General Purpose Schools Fund 141
Fiscal Year 2022-2023

BOE Approved 2/28/2023
Exhibit A to Resolution No. 23-R-04

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Unassigned Fund Balance	14,503,448	14,423,448	(80,000)
Total Decrease in Fund Balance	\$ 14,503,448	\$ 14,423,448	\$ (80,000)
<u>Expenditures</u>			
Technology - Contract Services	26,000	106,000	80,000
Total Increase in Expenditures	\$ 26,000	\$ 106,000	\$ 80,000

CHANGE IN FUND BALANCE (CASH) (80,000)

This amendment budgets \$80,000 from Unassigned Fund Balance to the Technology Contract Services line-item to cover one-time emergency expenditures.

Murfreesboro City Schools Budget Amendment (# 6)

School Federal Projects Fund 142
Fiscal Year 2022-2023

BOE Approval 02/28/2023
Exhibit A to Resolution No. 23-R-04

Consolidated - Final Allocations

ACCOUNT DESCRIPTION	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title II-A	467,024	494,108	27,084
IDEA Part B	2,068,323	2,246,767	178,444
IDEA Preschool	54,208	57,142	2,934
Total Increase in Revenues	\$ 2,589,554	\$ 2,798,017	\$ 208,462
<u>Expenditures</u>			
Title II-A			
Social Security	11,831	12,031	200
Medicare	2,467	2,667	200
Staff Development	216,100	242,784	26,684
Subtotal Title II-A	\$ 230,398	\$ 257,482	\$ 27,084
IDEA Part B			
Substitutes	10,000	20,000	10,000
Social Security	49,712	51,712	2,000
Life Insurance	2,300	3,000	700
Medical Insurance	102,834	110,000	7,166
Contracts with Private Agencies	137,000	150,000	13,000
Equipment	50,000	65,995	15,995
Other Salaries	302,435	312,435	10,000
Social Security	27,427	28,427	1,000
Retirement	45,000	50,000	5,000
Medical Insurance	55,174	56,174	1,000
Dental Insurance	1,959	2,959	1,000
Medicare	6,414	7,414	1,000
Contracts with Private Agencies	159,535	250,818	91,283
Evaluation & Testing	4,000	8,400	4,400
Staff Development	20,000	30,000	10,000
Indirect Cost	60,400	65,300	4,900
Subtotal IDEA Part B	\$ 1,034,191	\$ 1,212,635	\$ 178,444
IDEA Preschool			
Equipment	6,248	9,182	2,934
Subtotal IDEA Preschool	\$ 6,248	\$ 9,182	\$ 2,934
Total Increase in Expenditures	\$ 1,270,836	\$ 1,479,298	\$ 208,462

CHANGE IN FUND BALANCE (CASH)

-

This amendment budgets the final FY23 allocations in Title II-A, IDEA Part B and IDEA Preschool for a total increase in revenues of \$208,462. The original budget was approved in May 2022 based on preliminary allocations. The majority of these funds are budgeted for benefits, contracts with private agencies, equipment (less than \$5,000 each), staff development and indirect costs. These costs are reasonable and allowable. There are no new positions.

Murfreesboro City Schools Budget Amendment (# 6)

School Nutrition Fund 143
Fiscal Year 2022-2023

BOE Approved 02/28/2023
Exhibit A to Resolution No. 23-R-04

FY2023 NSLP - Supply Chain Assistance Grant 3

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
USDA Other (Supply Chain Grant)	238,519	504,064	265,545
Total Increase in Revenues	\$ 238,519	\$ 504,064	\$ 265,545
<u>Expenditures</u>			
Nutrition - Food Supplies	3,182,969	3,448,514	265,545
Total Increase in Expenditures	\$ 3,182,969	\$ 3,448,514	\$ 265,545

CHANGE IN FUND BALANCE (CASH) -

This amendment recognizes an additional award of \$265,545 for the USDA Supply Chain Assistance Grant for a total allocation of \$461,064. The original award of \$181,195 was approved during the regular budget approval process. Grant funds will be used to purchase allowable food products including locally produced milk.

Murfreesboro City Schools Budget Amendment (# 6)

Extended School Program Fund 146
 Fiscal Year 2022-2023

BOE Approval 2/28/2023
 Exhibit A to Resolution No. 23-R-4

ESP Playground Resurfacing

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Fund Balance (Committed for ESP)	3,670,286	3,153,431	(516,855)
Total Decrease in Fund Balance	\$ 3,670,286	\$ 3,153,431	\$ (516,855)
<u>Expenditures</u>			
Community Services - Contracted Services	59,612	576,467	516,855
Total Increase in Expenditures	\$ 59,612	\$ 576,467	\$ 516,855
CHANGE IN FUND BALANCE (CASH)			(516,855)

To budget \$516,855 from Fund Balance to increase the Contracted Services line-item for the installation of poured-in-place rubber safety surface for playgrounds located at Bradley, Northfield, John Pittard and Scales Elementary Schools.

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Professional Services Contract for Phase I Downtown Murfreesboro Community Plan

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Complete a Community Planning Study for Downtown Murfreesboro.

Staff Recommendation

Award the professional services contract with KDGI Solutions.

Background Information

The overall objective of the Community Plan is to provide a thorough assessment of the Downtown community to provide the City and stakeholders critical information for the prioritization of improvements funded by CDBG funds. The Community Planning Study (Phase I) will provide a comprehensive framework plan that fosters the creation of guiding principles such as bolstering the downtown neighborhood character, creation of balance between preservation and new growth, encouraging activation and use of existing buildings, and promoting economic vitality and equity.

Council Priorities Served

Responsible Budget.

Planning for effective use of federal grant funding assist the City in budgeting revenues for not federally funded activities.

Fiscal Impact

The expense, \$166,400, if funded by CDBG funds.

Attachments:

1. Scope & Fee Proposal
2. KDGI Contract



February 8, 2023

Sam Huddleston, Assistant City Manager
City of Murfreesboro
111 Vine Street
Murfreesboro, TN 37130

Via Email: shuddleston@murfreesborotn.gov

Subject: Scope & Fee Proposal for the Downtown Murfreesboro Community Development Plan – Phase I – Community Planning Study

Dear Mr. Huddleston,

KDGi is pleased to provide our professional services in conducting a Community Planning Study for Downtown Murfreesboro, TN. This Scope and Fee Proposal will serve as the outline of our understanding and assumptions of your project, our scope of work, and fees for our professional services.

Understanding of the Scope of Services

KDGi and its' consultants will conduct a comprehensive community planning study to identify barriers and opportunities for the improvement of the downtown business district, the creation of new housing opportunities, and to stimulate local economic growth. The study area is limited to:

- the Downtown Murfreesboro Public Square *proper* (storefront buildings)
- buildings along S. Walnut Street, S. Maple Street, and Church Street bounded by Vine Street and College Street
- buildings on E. Main Street bounded by Church Street and Spring Street.

The overall objective of the Community Planning Study is to provide a thorough assessment of the Downtown Murfreesboro community to provide the City of Murfreesboro and stakeholders critical decision-making power that will guide the prioritization of improvements. Through this planning process the City can ensure that a balanced approach to Murfreesboro's Downtown District continues. The Community Planning Study is Phase I of the larger Downtown Murfreesboro Community Development Plan, which will be followed by *Phase II – The Community Development Action Plan*.

Assumptions

- KDGi will conduct cursory facility conditions assessments and inventories and obtain all permissions (through the City of Murfreesboro as necessary) required for property access.
- This Study does not include in-depth or invasive assessments or evaluations of buildings or structures (i.e. asbestos, hazardous materials, lead-based paint, structural testing, water testing, etc.). Should any testing be required, KDGi will notify the Client for Additional Services.
- All maps, floor plans (as-built drawings), sections, renderings, and elevations will be developed for the sole purpose of this Study.

Work Elements

Phase I – Community Planning Study

KDGi will utilize modern tools such as various 2-D/3-D design software, GIS mapping, certified drone flyovers, LIDAR technology, and excel-based software to develop maps, tables, and other presentation infographics. KDGi will also employ traditional methods such as digital and hardcopy resources, cursory walk-through facility assessments, public engagement activities, and facilitated brainstorming sessions to generate the information and content that support the community's vision for future growth and development.

The Community Planning Study will provide a comprehensive framework plan that fosters the creation of guiding principles such as bolstering the Downtown Murfreesboro's neighborhood character, creation of balance between preservation and new growth, encouraging activation and use of existing buildings, and promoting economic vitality and equity. The following work elements will be incorporated into the Community Planning Study (Tasks 1-6):

Task 1 – Inventory and Assessment of Vacant Spaces

Summary: KDGi will conduct an inventory of existing spaces and a facilities condition assessment which will provide a picture of the physical conditions and functional performance of buildings and infrastructure.

Task 2 – Inventory of Historic Structures

Summary: KDGi will provide an inventory of buildings and structures in the downtown district that have been documented as having or potentially having architectural, historical, or cultural significance.

Task 3 – Identification of Infrastructural Obstacles

Summary: KDGi will assess and identify physical deficiencies and non-compliance in existing building and infrastructural systems and subsystems such as providing water, sewer, electrical, data, and telecommunications.

Task 4 – Identification of Owner Obstacles

Summary: KDGi will provide a cursory assessment of physical and environmental conditions that may require owner-expensed improvements such as façade enhancement and stability, areas of noticeable disrepair, moisture and thermal control, and the presence of hazardous materials.

Task 5 – Identification of Public Realm Obstacles

Summary: KDGi will assess physical building conditions that have identifiable impediments to achieving compliance with accessibility, life safety, fire, and building code requirements.

Task 6 – Recommendation of Main Street Improvements

Summary: KDGi will work with the City of Murfreesboro to identify both short and long-term improvement recommendations and tactically sequence each of the initiatives based on immediate needs. Each improvement recommendation will be accompanied by the necessary sketches, infographics, and/or design criteria to create a framework for *Phase II – the Community Development Action Plan*.

Deliverables

KDGi will develop and deliver a comprehensive plan document – *Downtown Murfreesboro Community Development Plan* – digitally (PDF) and printed and bound copies.

KDGi will also provide other digital media or presentation graphics on thumb drives.

Project Schedule and Fee Estimate

Project Schedule

Upon formal authorization by the City of Murfreesboro to proceed with this scope of services, KDGi expects to complete the tasks described in this proposal within eight (8) months.

Fee Estimate

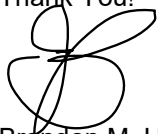
KDGi proposes a total lump sum fee of **\$166,400.00** (One Hundred and Sixty-Six Thousand, Four-Hundred Dollars) to perform the proposed Scope of Services outlined in this Proposal.

KDGi Project Fee Estimate				
Task	Labor	Expenses	Total	Hours
A: Community Development Plan	\$160,400.00	\$6,000.00	\$166,400.00	1610
	\$160,400.00	\$6,000.00	\$166,400.00	1610

Neither KDGi nor its Sub-consultants will exceed the estimated budget without prior authorization and a contractual amendment for Additional Services from the Client, at which time further fee negotiations will be made between the Client and KDGi.

KDGi appreciates the opportunity to provide this proposal, and we hope that you find this Scope and Fee Proposal in good standing. If you agree, we shall enter into a Design Services Agreement and proceed with the Scope of Work.

Thank You!



Brandon M. Harvey, AIA, NCARB, NOMA
President/Managing Partner



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 14th day of March in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro
111 Vine Street
Murfreesboro, Tennessee 37130

and the Architect:
(Name, legal status, address and other information)

Kingdom Development Group Incorporated
102 S. Maple Street
Murfreesboro, Tennessee 37130

for the following Project:
(Name, location and detailed description)

Downtown Murfreesboro Planning Study
Murfreesboro, TN
Comprehensive community planning study to identify barriers and opportunities for the improvement of the downtown business district, the creation of new housing opportunities, and to stimulate local economic growth.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

KDGi and its' consultants will conduct a comprehensive community planning study to identify barriers and opportunities for the improvement of the downtown business district, the creation of new housing opportunities, and to stimulate local economic growth. The study area is limited to:

- the Downtown Murfreesboro Public Square proper (storefront buildings)
- buildings along S. Walnut Street, S. Maple Street, and Church Street bounded by Vine Street and College Street
- buildings on E. Main Street bounded by Church Street and Spring Street.

The overall objective of the Community Planning Study is to provide a thorough assessment of the Downtown Murfreesboro community to provide the City of Murfreesboro and stakeholders critical decision-making power that will guide the prioritization of improvements. Through this planning process the City can ensure that a balanced approach to Murfreesboro's Downtown District continues. The Community Planning Study is Phase I of the larger Downtown Murfreesboro Community Development Plan, which will be followed by Phase II – The Community Development Action Plan.

Phase I – Community Planning Study

KDGi will utilize modern tools such as various 2-D/3-D design software, GIS mapping, LIDAR technology, and excel-based software to develop maps, tables, and other presentation infographics. KDGi will also employ traditional methods such as digital and hardcopy resources, cursory walk-through facility assessments, public engagement activities, and facilitated brainstorming sessions to generate the information and content that support the community's vision for future growth and development.

The Community Planning Study will provide a comprehensive framework plan that fosters the creation of guiding principles such as bolstering the Downtown Murfreesboro's neighborhood character, creation of balance between preservation and new growth, encouraging activation and use of existing buildings, and promoting economic vitality and equity. The following work elements will be incorporated into the Community Planning Study (Tasks 1-6):

Task 1 – Inventory and Assessment of Vacant Spaces

Summary: KDGi will conduct an inventory of existing spaces and a facilities condition assessment which will provide a picture of the physical conditions and functional performance of buildings and infrastructure.

Task 2 – Inventory of Historic Structures

Summary: KDGi will provide an inventory of buildings and structures in the downtown district that have been documented as having or potentially having architectural, historical, or cultural significance.

Task 3 – Identification of Infrastructural Obstacles

Summary: KDGi will assess and identify physical deficiencies and non-compliance in existing building and infrastructural systems and subsystems such as providing water, sewer, electrical, data, and telecommunications.

Task 4 – Identification of Owner Obstacles

Summary: KDGi will provide a cursory assessment of physical and environmental conditions that may require owner-expensed improvements such as façade enhancement and stability, areas of noticeable disrepair, moisture and thermal control, and the presence of hazardous materials.

Task 5 – Identification of Public Realm Obstacles

Summary: KDGi will assess physical building conditions that have identifiable impediments to achieving compliance with accessibility, life safety, fire, and building code requirements.

Task 6 – Recommendation of Main Street Improvements

Summary: KDGi will work with the City of Murfreesboro to identify both short and long-term improvement recommendations and tactically sequence each of the initiatives based on immediate needs. Each improvement recommendation will be accompanied by the necessary sketches, infographics, and/or design criteria to create a framework for Phase II – the Community Development Action Plan.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

(Paragraph deleted)

ARTICLE 3 USE OF DOCUMENTS

A. All Documents are instruments of service in respect to the Project, and ownership of the Documents shall transfer to Owner unless otherwise specified in a supplemental writing signed by the parties, whether or not the Project is completed. Owner shall retain an ownership and interest therein to utilize as needed, with the understand of the parties that the Documents are to become public records, pursuant to the Tennessee Public Records Act, to be consumed by Project stakeholders and the general public upon completion of the Project. Architect shall take all reasonable steps to ensure that ownership of the Documents is assigned to Owner by Architect and, to the extent necessary, Architect's Subcontractors and Subconsultants.

1. Notwithstanding Owner's ownership of the Documents constituting a complete deliverable for the Project, Architect may use separate constituent parts of the Documents (such as standard design elements, basic design/engineered details, etc.); provided, Architect shall not use or reuse any constituent parts or designs that are proprietary or held by copyright or other intellectual property protection by Owner or a third party without Owner's or the third party's written consent.

2. Either party to this Agreement may rely that data or information set forth on paper or in electronic files that the party receives from the other party by mail, hand delivery, facsimile, or internet/electronic transmission are the items that the other party intended to send. If there is a discrepancy between the electronic files and the hard copies, Architect will correct any discrepancies.

3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will make reasonable attempts to verify the accuracy of the data within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. If no corrections are necessary, Owner shall obtain their ownership and interest of the transferred files. Any future changes made by Owner are Owner's responsibility.

4. Owner's interest and ownership in Documents and files delivered by Architect allow Owner to make and retain copies for purposes of information, use, and reference in connection with the Project or other related projects. Upon delivery and acceptance of any Document or file, Owner may modify, adapt, or reuse any portion of the delivered information at sole risk of the Owner without liability or legal exposure to Architect or its Consultants. Owner shall remove Architect's name, signature, and stamp on any modified or adapted Documents and shall not represent to third parties that Architect has approved or certified the modified or adapted Documents without Architect's written consent, which review and consent are Additional Services.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with

the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

a lump sum of \$166,400.00 (One Hundred and Sixty-Six Thousand, Four Hundred Dollars)

The Owner shall pay the Architect an initial payment of Sixteen-Thousand, Six Hundred and Forty Dollars (\$ 16,640.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

Payments are due and payable upon receipt of the Architect’s monthly invoice, which shall be invoiced based upon the percentage of the Project completed. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Fifteen percent (15 %) per month..

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond One (1) month of the date of this Agreement through no fault of the Architect.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Shane McFarland Mayor
(Printed name and title)

ARCHITECT *(Signature)*

Brandon M. Harvey, AIA, NOMA TN 107050
(Printed name, title, and license number, if required)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney
(Paragraphs deleted)
(Table deleted)

Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:05:30 ET on 03/21/2023.

PAGE 1

AGREEMENT made as of the 14th day of March in the year 2023

...

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111 Vine Street
Murfreesboro, Tennessee 37130

...

Kingdom Development Group Incorporated
102 S. Maple Street
Murfreesboro, Tennessee 37130

...

Downtown Murfreesboro Planning Study
Murfreesboro, TN
Comprehensive community planning study to identify barriers and opportunities for the improvement of the downtown business district, the creation of new housing opportunities, and to stimulate local economic growth.

PAGE 2

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~KDGi and its' consultants will conduct a comprehensive community planning study to identify barriers and opportunities for the improvement of the downtown business district, the creation of new housing opportunities, and to stimulate local economic growth. The study area is limited to:

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Task 3 – Identification of Infrastructural Obstacles

Summary: KDGi will assess and identify physical deficiencies and non-compliance in existing building and infrastructural systems and subsystems such as providing water, sewer, electrical, data, and telecommunications.

Task 4 – Identification of Owner Obstacles

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.
Summary: KDGi will provide a cursory assessment of physical and environmental conditions that may require owner-expensed improvements such as façade enhancement and stability, areas of noticeable disrepair, moisture and thermal control, and the presence of hazardous materials.

Task 5 – Identification of Public Realm Obstacles

Summary: KDGi will assess physical building conditions that have identifiable impediments to achieving compliance with accessibility, life safety, fire, and building code requirements.

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Summary: KDGi will work with the City of Murfreesboro to identify both short and long-term improvement recommendations and tactically sequence each of the initiatives based on immediate needs. Each improvement recommendation will be accompanied by the necessary sketches, infographics, and/or design criteria to create a framework for Phase II – the Community Development Action Plan.

PAGE 3

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright protected

~~information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.~~

ARTICLE 3 USE OF DOCUMENTS

A. All Documents are instruments of service in respect to the Project, and ownership of the Documents shall transfer to Owner unless otherwise specified in a supplemental writing signed by the parties, whether or not the Project is completed. Owner shall retain an ownership and interest therein to utilize as needed, with the understand of the parties that the Documents are to become public records, pursuant to the Tennessee Public Records Act, to be consumed by Project stakeholders and the general public upon completion of the Project. Architect shall take all reasonable steps to ensure that ownership of the Documents is assigned to Owner by Architect and, to the extent necessary, Architect's Subcontractors and Subconsultants.

1. Notwithstanding Owner's ownership of the Documents constituting a complete deliverable for the Project, Architect may use separate constituent parts of the Documents (such as standard design elements, basic design/engineered details, etc.); provided, Architect shall not use or reuse any constituent parts or designs that are proprietary or held by copyright or other intellectual property protection by Owner or a third party without Owner's or the third party's written consent.

2. Either party to this Agreement may rely that data or information set forth on paper or in electronic files that the party receives from the other party by mail, hand delivery, facsimile, or internet/electronic transmission are the items that the other party intended to send. If there is a discrepancy between the electronic files and the hard copies, Architect will correct any discrepancies.

3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will make reasonable attempts to verify the accuracy of the data within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. If no corrections are necessary, Owner shall obtain their ownership and interest of the transferred files. Any future changes made by Owner are Owner's responsibility.

4. Owner's interest and ownership in Documents and files delivered by Architect allow Owner to make and retain copies for purposes of information, use, and reference in connection with the Project or other related projects. Upon delivery and acceptance of any Document or file, Owner may modify, adapt, or reuse any portion of the delivered information at sole risk of the Owner without liability or legal exposure to Architect or its Consultants. Owner shall remove Architect's name, signature, and stamp on any modified or adapted Documents and shall not represent to third parties that Architect has approved or certified the modified or adapted Documents without Architect's written consent, which review and consent are Additional Services.

PAGE 4

a lump sum of \$166,400.00 (One Hundred and Sixty-Six Thousand, Four Hundred Dollars)

The Owner shall pay the Architect an initial payment of ~~Sixteen-Thousand, Six Hundred and Forty Dollars (\$16,640.00)~~ as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ~~percent (%).~~ Payments are due and payable upon receipt of the Architect's monthly ~~invoice. Amounts unpaid (—invoice, which shall be invoiced based upon the percentage of the Project completed. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect. Fifteen percent (15 %) per month..~~

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ~~(—) months One (1) month~~ of the date of this Agreement through no fault of the Architect.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Shane McFarland Mayor
(Printed name and title)

ARCHITECT *(Signature)*

Brandon M. Harvey, AIA, NOMA TN 107050
(Printed name, title, and license number, if required)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney **ARTICLE 7 — OTHER PROVISIONS**

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Adam F. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:05:30 ET on 03/21/2023 under Order No. 3104238041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Purchase of License Plate Recognition Camera System

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of License Plate Recognition Camera System.

Staff Recommendation

Approve the purchase of License Plate Recognition Camera Systems from Insight Public Sector.

Background Information

The License Plate Recognition (LPR) Camera Systems have proven highly effective in other jurisdictions, assisting in that investigation and prosecution of criminal activity. This equipment also provides valuable data analytics. LPR's will be deployed in the City in areas where they will be most effective in solving criminal activity.

This purchase is available through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. The proposed contract is a two-year subscription with a total cost of \$304,950. Staff has verified the cost effectiveness of this contract. Cooperative purchasing is permitted by state statute and the City's purchasing code.

Council Priorities Served

Maintain Public Safety

Providing crime investigation tools and data analytics for crime solvability.

Fiscal Impact

The initial expense, \$162,450, is funded by the Department's FY23 operating budget. The expense for the second year, \$142,500, will be included in the Department's FY24 operating budget.

Attachment

Contract with Insight for License Plate Recognition Cameras and Service

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR LICENSE PLATE RECOGNITION CAMERAS AND SERVICES**

This Contract is entered into and effective as of the _____ day of _____ 2023, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **INSIGHT PUBLIC SECTOR, INC.**, a corporation of the State of Illinois ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Omnia Partners Cooperative Contract No. 4400006644 ("Omnia Agreement")*
- *Price Quotation #0225998567 dated February 23, 2023 ("Contractor's Proposals")*
- *Any properly executed amendments to this Agreement*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- * *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- * *Second, this Contract*
- * *Third, Contractor's Omnia Partners Contract No. 4400006644 ("Omnia Agreement")*
- * *Price Quotation #0225998567 dated February 23, 2023 ("Contractor's Proposals").*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth on Contractor's Proposals using the Omnia Agreement. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Omnia Agreement through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on October 31, 2023, or as amended by Omnia Partners.
3. **Contractor's performance may be terminated in whole or in part:**
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Price; Compensation; Method of Payment.**

- a. The price for the goods and services to be provided under this Contract is set forth in Contractor's Proposals reflecting a Product Price of Two Hundred Eighty-five Thousand Dollars and Zero Cents (**\$285,000.00**) and Services Prices of Nineteen Thousand Nine Hundred Fifty Dollars and Zero Cents (**\$19,950.00**) with a **Total Purchase Price of Three Hundred Four Thousand Nine Hundred Fifty Dollars and Zero Cents (\$304,950.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries of all items shall be made within 4-6 weeks of order to: 1004 N. Highland Ave., Murfreesboro, TN 37130. Delivery Contact: Bill Terry Phone: 615-907-2249 (email: bterry@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer.
6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Insight Public Sector
Attn: Erica Falchetti
801 Adlai Stevenson Dr.
Springfield, IL 62703
480-333-3071
erica.falchetti@insight.com

8. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor.

Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the “Effective Date”).

CITY OF MURFREESBORO

Insight Public Sector, Inc.

By: _____
Shane McFarland, Mayor

By: _____
Erica Falchetti
Senior SLED Capture Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO TN 37130-3573

SHIP-TO

CITY OF MURFREESBORO
 111 W VINE ST
 MURFREESBORO TN 37130-3573

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0225998567
Document Date	: 23-FEB-2023
PO Number	:
PO release:	:
Sales Rep	: Ashley McDonald
Email	: ASHLEY.MCDONALD@INSIGHT.COM
Telephone	: +18004674448
Sales Rep 2	: Richard Hubbard
Email	: RICHARD.HUBBARD@INSIGHT.COM
Telephone	:

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
 Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1		
<i>Solution includes the following:</i>				
PSIMPSTDCHEC-CMU	FLOCK GROUP INC STANDARD IMPLEMENTATION SERVICE ONE TIME FEE, INCLUDES CAMERA SETUP, SHIPPING & HANDLING, MOUNTING EQUIPMENT & IMPLEMENTATION OF FLOCK SAFETY FALCON CAMERA PER STANDARD IMPLEMENTION SERVICE BRIEF OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 456.99 Discount %: 23.412% Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription)	57	350.00	19,950.00
FLCKFALCON2LE-CMU	FLOCK GROUP INC FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT G6 TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 23-FEB-2023 - 23-FEB-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 2766.99 Discount %: 9.649% Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription)	57	2,500.00	142,500.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCKFALCON2LE-CMU	FLOCK GROUP INC FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT G6 TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 23-FEB-2023 - 23-FEB-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 2766.99 Discount %: 9.649% Year 2 of 2 - Second year subscription to start 12 months after year 1 start date	57	2,500.00	142,500.00
			Product Subtotal	285,000.00
			Services Subtotal	19,950.00
			TAX	0.00
			Total	304,950.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Richard Hubbard
RICHARD.HUBBARD@INSIGHT.COM

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Purchase of Public Safety Camera System

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of Public Safety Camera System to assist with crime investigations and data analytics.

Staff Recommendation

Approve the purchase of the Public Safety Camera Systems from Convergent Technologies.

Background Information

The Public Safety Camera Systems (PSCSs) have proven highly effective in other jurisdictions, assisting in that investigation and prosecution of criminal activity. This equipment provides valuable data analytics. PSCSs will be deployed in the City in areas where they will be most effective in solving criminal activity. The Police department will be adding new technology devices to ensure future compatibilities and interoperability with other agencies. The initial deployment will be 17 cameras in areas identified as higher incident activity by our crime data analysts. This system will be highly visible with a primary focus of providing tools to assist with crime solvability.

This purchase is available through a Sourcewell cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Sourcewell contract.

Council Priorities Served

Maintain Public Safety

Providing crime investigation tools and data analytics for crime solvability.

Fiscal Impact

The cost of the equipment and services, \$607,047 funded by the DA21 Grant.

Attachment

Contract with Convergent to Purchase Video Equipment

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONVERGINT
FOR
CITY-WIDE VIDEO SURVEILLANCE SYSTEM**

This Agreement (the "Agreement") is entered into this _____ day of _____ 2023 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **CONVERGINT TECHNOLOGIES LLC**, a corporation of the State of Delaware ("Contractor"). City and Contractor are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- **Sourcewell Contract #030421-CTL with Convergint (all relevant documents);**
- **Contractor's Quote #JL10511573P dated February 28, 2023; and**
- **This Agreement**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. **Any properly executed amendment or change order to this contract (most recent with first priority)**
2. **This Agreement**
3. **Sourcewell Contract #030421-CTL with Convergint**
4. **Contractor's Quote #JL10511573P dated February 28, 2023**

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
2. **Duties and Responsibilities of Vendor.** Contractor agrees to provide and City agrees to purchase the equipment and services set forth on Contractor's Quote #JL10511573P dated February 28, 2023 from Sourcewell Contract #030421-CTL, in accordance with Contractor's Proposal. Furthermore, the City may utilize this Contract to procure additional equipment and services from Contractor per the Sourcewell Contract Code #030421-CTL, through the term of the contract, April 22, 2025. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by Council.
3. **Agreement for Services.** In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement.

4. **Term.** The term of this contract shall be from the “Effective Date” to April 22, 2025 (the termination date for the Sourcewell Contract Code #030421-CTL).

5. **Termination.** Contractor’s performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

6. **Independent Contractor.** In the performance of this Agreement, Contractor, together with its staff, is acting as an independent contractor with respect to Contractor’s performance hereunder and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Contractor, except in the results obtained.

7. **Payment.**
 - a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Contractor’s Quote #JL10511572P dated February 28, 2023, which reflects a total purchase price of \$607,047.05. Future purchases under this Agreement which exceed \$50,000.00 will be presented to Council for approval through a purchase order and future purchases under \$50,000.00 will be presented to the City Manager for approval through a purchase order. Any compensation due Contractor under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number. Final payment shall not be made until after performance is complete. All invoices are to be sent to accountspayable@murfreesborotn.gov
 - b. **Delivery.** Deliveries of all items shall be made within 90 calendar days of order or as best provided by Contractor at 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact Person Bill Terry, Public Safety Information Technology Manager, (tel. 615-907-2249; email. wterry@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday

through Friday. Deliveries of all items shall be made as stated in Contractor's Quote #JL10511573P. Should Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

- c. **Acceptance.** Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Sourcwell Contract #030421-CTL.
- d. **Purchase Order.** All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
- e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

- a. During the term of this Agreement, Contractor must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
 - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"),

including, but not limited to information relating to a party's business activities and the results of Work performed by Contractor pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

- a. **City Indemnity Obligation.** Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- b. **Contractor Indemnity Obligation.** Contractor shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Contractor pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Contractor receives notice of a claim that, in Contractor's reasonable opinion, is likely to result in an adverse ruling, then Contractor shall at its option, (a) obtain a right for City to continue using such Service or

Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Contractor; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Contractor's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Contractor shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Contractor) resulting from the negligence of Contractor or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Contractor, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.
15. **General Provisions.**
 - a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
 - b. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
 - c. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon

reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

- d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- e. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- f. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- g. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- h. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- i. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor

under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
- k. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- l. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Contractor
ATTN: Jeff Holland
Regional Vice President
Convergent Technologies LLC
1 Commerce Drive
Schaumburg, IL 60173
or
Email: jeff.holland@convergent.com

City of Murfreesboro
ATTN: City Manager
111 West Vine Street
Murfreesboro, TN 37130
or
Email: ctindall@murfreesborotn.gov with
copy to wterry@murfreesborotng.gov

- p. **Delay.** Contractor shall not be liable to City for any delay or failure by Contractor to perform its obligations hereunder or otherwise if such delay or failure by Contractor to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Contractor, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Contractor. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Contractor to perform after the cause of delay has been removed.
- q. **Dispute Resolution.** City and Contractor will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the "Effective Date").

City of Murfreesboro, Tennessee

Convergent Technologies, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
Jeff Holland
By: _____
ECEA9CC9DB534FC
Jeff Holland, Regional Vice President

Approved as to form:
DocuSigned by:
Adam Tucker

43A2035E51F9401...
Adam F. Tucker, City Attorney



1420 Donnelson Pike Suite A10& A11, , 37217
Phone 615-915-2780 Mobile 931-384-0163
john.latreille@convergint.com

February 28, 2023

City of Murfreesboro
Citywide Surveillance

,
Attention:

Quotation: JL10511573P

RFP#:

License/Cert

Reference: Murfreesboro PD Citywide Surv. - Mobile Pro
v2

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Scope of Work

Convergent will provide a City-Wide Public Safety video surveillance solution consisting of (17) dual camera units. The camera units will record to local NVRs and will have a cellular modem for remote connection & integration into a new Avigilon VMS system. Convergent will also perform software & firmware upgrades & updates to existing Salient CompleteView VMS and cameras.

- Convergent Technologies will provide & install software & OS upgrades/updates for existing Salient servers for new features, security patches, & other updates to bring the system current.

- Update (3) server operating systems from Windows 7 to Windows 10 Professional 64-Bit.
- CompleteView software maintenance support for (185) existing camera license for (3) years.
- Upgrade to Salient CompleteView Enterprise software newest version.
- Updates to camera firmware as needed for compatibility with new software.

*It is possible for existing cameras to fail, or “brick”, when updating security & firmware updates. Replacement of existing cameras that fail during updates is not included.

- Convergent Technologies will provide & install a new Avigilon server with a single channel license at the police department to allow health-checking of remote servers installed at remote cameras. Server will be equipped with 96TB of storage space to accommodate recording of new cameras as hardwired/fiber optic pathways become available.
- Convergent Technologies will provide training & instruction on use of the new Avigilon VMS.
- Convergent Technologies will provide & install (35) new Avigilon camera licenses for new cameras.
- Convergent Technologies will provide (17) complete dual camera video surveillance solution.
 - Hanwha 1080p Pan-Tilt-Zoom camera with 40x optical zoom. Includes 128 GB micro SD storage card for failover backup recording.
 - Hanwha 20MP Panoramic 360° camera – mounted to pole. Includes 128 GB micro storage card for failover backup recording.
 - Local 4TB NVR recorder with LTE cellular network modem for remote viewing live video, controlling PTZ camera, & retrieval of recorded video.
 - Enclosure for PTZ camera & all recording, power, & cellular equipment. Includes blue strobe light, custom vinyl decal, & pole mounting hardware. *Requires 120VAC power at each location.

S&W contracting to provide the following items:

- Installing (17) Electrical Services for Camera Power on 25' wood poles feed from MTE (overhead)
- Electrical Permits, Weatherproof Outlets, conduit and cables, Clean up and haul off debris, seed and straw.



- Traffic Control (where needed).

*SIM cards for LTE cellular modems and subscription to cellular service is required for each camera unit and are not included in this quote.

*Installation of camera units to be installed by S&W contracting. Installation of utility pole(s) may be required if no available pole exists at camera location provided by S&W contracting

*Each camera unit will require constant 120VAC power. Equipment, fees, & services by electrical utility provider and electrician to provide & connect this power to each camera enclosure is provided by S&W Contracting.

Materials

Line	Qty	Part	Description	MSRP	Unit Price	Extended Price
1			Sourcwell Contract # 030421-CTL			
2			On Contract below this line			
3			PTZ & 360 Dual Camera Deployment Equipment			
4	17.00	PNM-9322VQP	5 CHANNEL 2MP / 5MP X 4 + 2MP32X PTZ	\$ 6,200.00	\$ 3,991.42	\$ 67,854.14
5	68.00	SLA-5M7000P	118 5MP CMOS WITH A 70MMFIXED FOCAL LENS FOV H 507V 378 FOR THE	\$ 250.00	\$ 161.42	\$ 10,976.56
6	34.00	01491-001	AXIS Surveillance Card 128 GB is a high endurance microSDXC card optimized for video surveillance. It has support for health status monitoring with Axis cameras. The card enables flexible edge recording solutions with de-centralized video recording, eli	\$ 99.00	\$ 76.63	\$ 2,605.42
7			Avigilon Server & Software			
8	35.00	ACC-ENT-SMART-3YR	ACC Enterprise Smart Plan; 3 year	\$ 69.55	\$ 57.62	\$ 2,016.70
9	35.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 316.51	\$ 262.25	\$ 9,178.75
10			Off Contract items below this line			
11	1.00	NVR5-PRM-96TB-S19-NA	NVR5 PRM 96TB 2U Rack Mnt; WS19 NA	\$ 41,647.40	\$ 34,507.84	\$ 34,507.84
12			Existing Salient VMS Upgrades & Updates			
13	185.00	SJ-SMAE3R	CV ENT 3 YR SMA	\$ 146.23	\$ 119.98	\$ 22,196.30
14	185.00	SAL-UJUPE	Trade Up Pro to Ent	\$ 75.00	\$ 47.50	\$ 8,787.50
15	3.00		Windows 10 Professional 64-Bit Operating System upgrade	\$ 250.00	\$ 250.00	\$ 750.00
16			PTZ & 360 Dual Camera Power Sentry with NVR			
17	17.00		MobilePro Systems Power Sentry Dual PTZ & 360 Camera Unit	\$ 15,604.00	\$ 13,003.33	\$ 221,056.61
18			Labor was quoted IAW Sourcwell Contract # 030421-CTL			

Total Project Price	\$ 607,047.05
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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 607,047.05

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

John Latreille

Convergint
John Latreille

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that when Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate Commercial General
Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurances against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. To the extent permitted by law, Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: Purchase of Mobile Data Terminals

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of 85 new mobile data terminals (MDT) for police vehicles.

Staff Recommendation

Approve the purchase of 85 new MDTs for police vehicles from Insight Public Sector.

Background Information

The purchase of 30 MDTs are scheduled replacements for older units. The remaining 55 units will outfit new patrol cars currently on order. This equipment is available for purchase through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Omnia contract.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

Fiscal Impact

Expense, \$376,632, is funded in part from the FY21 CIP Budget in the amount of \$132,929, and the remainder of \$243,703 is funded by the American Rescue Plan Act Funds.

Attachments

Contract with Insight Public Sector, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR IT PRODUCTS AND SERVICES**

This Contract is entered into and effective as of the _____ day of _____ 2023, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **INSIGHT PUBLIC SECTOR, INC.**, a corporation of the State of Illinois ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Omnia Partners Cooperative Contract No. 4400006644 ("Omnia Agreement")*
- *Price Quotation #0225901775 dated January 27, 2023 and #0225881016 dated January 23, 2023 ("Contractor's Proposals")*
- *Any properly executed amendments to this Agreement*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- * *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- * *Second, this Contract*
- * *Third, Contractor's Omnia Partners Contract No. 4400006644 ("Omnia Agreement")*
- * *Price Quotation #0225901775 dated January 27, 2023 and #0225881016 dated January 23, 2023 ("Contractor's Proposals").*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth on Contractor's Proposals using the Omnia Agreement. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Omnia Agreement through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on October 31, 2023, or as amended by Omnia Partners.
3. **Contractor's performance may be terminated in whole or in part:**
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Price; Compensation; Method of Payment.**

- a. The price for the goods and services to be provided under this Contract is set forth in Contractor's Quote #0225901775 reflecting a Purchase Price of Two Hundred Forty-Three Thousand Seven Hundred Three Dollars and Thirty-Five Cents (**\$243,703.35**) and Contractor's Quote #0225881016 reflecting a Purchase Price of One Hundred Thirty-Two Thousand Nine Hundred Twenty-Nine Dollars and Ten Cents (**\$132,929.10**) for a **Total Price of Three Hundred Seventy-Six Thousand Six Hundred Thirty-Two Dollars and Forty-Five Cents (\$376,632.45)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
- b. Deliveries of all items shall be made within 4-6 weeks of order to: 1004 N. Highland Ave., Murfreesboro, TN 37130. Delivery Contact: Bill Terry Phone: 615-907-2249 (email: bterry@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer.

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: City of Murfreesboro Attn: City Manager 111 West Vine Street Murfreesboro, TN 37130	If to the Contractor: Insight Public Sector Attn: Erica Falchetti 801 Adlai Stevenson Dr. Springfield, IL 62703 480-333-3071 erica.falchetti@insight.com
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8. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

16. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
19. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
23. **SAM.gov Registration and UEI #.** All vendors are required to be registered with SAM.gov and supply their Unique Entity ID (UEI).
24. **Debarment and Suspension.**
 - a. The City certifies, to the best of its knowledge and belief, that the Selected Contractor:

- i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
25. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall 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).
26. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**
- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure

from a prospective third-party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

- b. The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

27. Domestic preferences for procurements. (2 CFR 200.322)

- a. As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution

29. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the "Effective Date").

CITY OF MURFREESBORO

Insight Public Sector, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: *Lisanne Steinkeiser*
Erica Falchetti
Senior SLED Capture Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam Tucker
Adam F. Tucker, City Attorney



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0225881016](#)
Document Date : 23-JAN-2023
PO Number :
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Branden Maiorano
Email : BRANDEN.MAIORANO@INSIGHT.COM
Telephone : +17372473702

Material	Material Description	Quantity	Unit Price	Extended Price
FZ-VEKG21LM	Panasonic FZ-VEKG21LM - notebook replacement keyboard - QWERTY - US OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 758.99 Discount %: 27.791%	30	548.06	16,441.80
FZ-G2AZ-0BKM	PANASONIC - WIN10 PRO (WIN11 DG) - INTEL CORE I5-10310U 1.7GHZ (4.4GHZ) - VPRO - 10.1 WUXGA GLOVED MULTI TOUCH+DIGITIZER - 16GB - 512GB OPAL SSD - INTEL WI-FI 6 - BLUETOOTH - 4G LTE BAND 14 (EM7511) - DUAL PASS (CH1:WWAN/CH2:WWAN-GPS) - INFRARED WEBCAM OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 3723.99 Discount %: 22.522%	30	2,885.27	86,558.10
GJ-20LVD0V2	Gamber-Johnson Laptop Vehicle Dock GJ-20LVD0V2 - docking station - VGA, HDMI OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1124.99 Discount %: 24.126%	30	853.58	25,607.40
CF-LNDDC120	LIND PA1580-1642 - car power adapter - 120 Watt OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 190.99 Discount %: 24.572%	30	144.06	4,321.80

Product Subtotal	132,929.10
TAX	0.00
Total	132,929.10



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0225901775](#)
Document Date : 27-JAN-2023
PO Number :
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Branden Maiorano
Email : BRANDEN.MAIORANO@INSIGHT.COM
Telephone : +17372473702

Material	Material Description	Quantity	Unit Price	Extended Price
FZ-VEKG21LM	Panasonic FZ-VEKG21LM - notebook replacement keyboard - QWERTY - US OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 758.99 Discount %: 27.791%	55	548.06	30,143.30
FZ-G2AZ-0BKM	PANASONIC - WIN10 PRO (WIN11 DG) - INTEL CORE I5-10310U 1.7GHZ (4.4GHZ) - VPRO - 10.1 WUXGA GLOVED MULTI TOUCH+DIGITIZER - 16GB - 512GB OPAL SSD - INTEL WI-FI 6 - BLUETOOTH - 4G LTE BAND 14 (EM7511) - DUAL PASS (CH1:WWAN/CH2:WWAN-GPS) - INFRARED WEBCAM OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 3723.99 Discount %: 22.522%	55	2,885.27	158,689.85
GJ-20LVD0V2	Gamber-Johnson Laptop Vehicle Dock GJ-20LVD0V2 - docking station - VGA, HDMI OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1124.99 Discount %: 24.126%	55	853.58	46,946.90
CF-LNDDC120	LIND PA1580-1642 - car power adapter - 120 Watt OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 190.99 Discount %: 24.572%	55	144.06	7,923.30

Product Subtotal	243,703.35
TAX	0.00
Total	243,703.35

COUNCIL COMMUNICATION

Meeting Date: 03/23/2023

Item Title: 2021 Sewer Rehabilitation – Final Change Order

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

SBW Construction has completed all of the work associated with the 2021 Sewer Rehabilitation project, therefore staff is bringing the final change order for approval.

Staff Recommendation

Approval of the Final Balancing Change Order.

Background Information

At the February 2021 Board meeting the Board approved the Engineering Design, Construction Administration & Resident Inspection necessary for this next sanitary sewer rehabilitation project with LJA. LJA completed the project design, bids were received July 15, 2021 and the project was awarded to SBW Constructors, LLC (SBW) in the amount of \$4,677,182. The work, including sewer main and service replacements, CIPP main and service lining, manhole lining, etc. has been completed.

Funding for the Engineering, Construction Administration, Inspection and Construction was requested to be approved from a combination of remaining 2020/2021 Working Capital Reserves (\$620,000), 2021/2022 Budget and Working Capital Reserves (\$2.5M) and an additional \$1,996,682 from 2021/2022 Working Capital Reserves as shown below. This change order reduces the final contract price by \$603,221 to \$4,077,230.

Funding Source	Budgeted Amount	Expenditures	Remaining
Rate Funded Operating Budget 2021-22	\$1,250,000	\$1,250,000	\$0
Working Reserves 2021-22	\$1,250,000	\$1,250,000	\$0
Work Reserves Remaining 2020-2021	\$620,000	\$620,000	\$0
Engineering & Inspection Expenditures	\$439,500	\$519,310	(\$79,810)
Additional Requested Working Reserves 2021-22	\$1,996,682	\$957,230	\$1,039,452
Total	\$5,556,182	\$4,596,540	\$959,642

Council Priorities Served

Expand infrastructure

Continued sewer rehabilitation will allow the City to grow and expand infrastructure while keeping sewer flows in the existing sewer system at a minimum by reducing infiltration and inflow.

Fiscal Impact

The contract amount is being reduced by \$603,221 for a final contract price of \$4,077,230.

Attachments

1. Final Change Order
2. Final Change Control Form

Date of Issuance: 2/16/2023	Effective Date:
Owner: City of Murfreesboro, Tennessee	Owner's Contract No.: MWRD Project No. 21017
Contractor: SBW Constructors, LLC	Contractor's Project No.:
Engineer: LJA Engineering, Inc.	Engineer's Project No.: 2963-0002
Project: Murfreesboro 2021 Sanitary Sewer Rehabilitation Project	Contract Name: Murfreesboro 2021 Sanitary Sewer Rehabilitation Project

The Contract is modified as follows upon execution of this Change Order:
 Description: This is the Final Balancing Change Order. See Appendix A for a breakdown by pay item.

Attachments: *Appendix A*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 4,677,182.00</u>	Original Contract Times: Substantial Completion: <u>July 24, 2022</u> Ready for Final Payment: <u>August 23, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 3,269.04</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>+48 Days</u> Ready for Final Payment: <u>+48 Days</u> days
Contract Price prior to this Change Order: <u>\$ 4,680,451.04</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 10, 2022</u> Ready for Final Payment: <u>October 10, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 603,220.96</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>+112 Days</u> Ready for Final Payment: <u>+113 Days</u> days
Contract Price incorporating this Change Order: <u>\$ 4,077,230.08</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2022</u> Ready for Final Payment: <u>January 31, 2023</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>D. Michael Rhoten</u>	By: _____	By: <u>Gerrin White</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Manager, LJA Engineering, Inc.</u>	Title _____	Title <u>Managing Partner</u>
Date: <u>2/17/2023</u>	Date _____	Date <u>2/20/23</u>

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

CHANGE REQUEST FORM (CRF)

Owner Contract No. Project No. 21017

Project Name: Murfreesboro 2021 Rehabilitation Project

Engineer: LJA Engineering, Inc.

Contractor: SBW Constructors, LLC

Requested By: Murfreesboro Water Resource Department

Drawing: _____

Problem Desc: Final Balancing Change Order

Revised Scope Description/Details

This is the Final Balancing Change Order. See Appendix A for a breakdown by pay item.

Contractor Acknowledgement:	
<input type="checkbox"/> No Change in Contract Amount is required.	<input checked="" type="checkbox"/> A Change in Contract Amount is required: <u>-\$603,220.96</u>
<input type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Time is required: <u>113 days</u>
<u>D. Michael Rhoten</u> Architect / Engineer / Inspector / RPR	<u>Justin White</u> Contractor
<p>Change in Contract Amount is within the Contingency</p> <p>Amount authorized under Resolution No. _____</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____</p> <p>_____ Engineer / Architect Project Manager</p>	<p style="text-align: center;">Proceed with Execution</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No _____</p> <p>_____ Owner's Representative</p>

Distribution: Engineer, Owner; Central Files

JOB NAME: Murfreesboro 2021 Rehab
 Project No:

Appendix A - Quantities

SBW Constructors, LLC
 P.O. Box 1347
 White House, TN 37188

Final Balancing Change Order 2/16/2023

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	FINAL QUANTITIES		CHANGE QUANTITIES	
						INSTALLED	TOTAL	CHANGE	TOTAL
1	21-Inch Gravity Sewer								
a	16.5 mm CIPP	175	LF	\$275.00	\$48,125.00	174.8	\$48,070.00	-0.2	(\$55.00)
2	18-Inch Gravity Sewer - Northeast Interceptor (to be performed in dry weather)								
a	12.0 mm CIPP	1181	LF	\$135.00	\$159,435.00	1531.1	\$206,698.50	350.1	\$47,263.50
b	10.5 mm CIPP	2440	LF	\$131.00	\$319,640.00	2070.3	\$271,209.30	-369.7	(\$48,430.70)
c	9.0 mm CIPP	772	LF	\$129.00	\$99,588.00	418.4	\$53,973.60	-353.6	(\$45,614.40)
d	Mainline Sewer Point Repair 0-foot to 6-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$12,000.00	\$12,000.00	0	\$0.00	-1	(\$12,000.00)
e	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$10,600.00	\$10,600.00	0	\$0.00	-1	(\$10,600.00)
f	Mainline Sewer Point Repair 12-foot to 18-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$26,500.00	\$26,500.00	0	\$0.00	-1	(\$26,500.00)
g	Lining 48-inch Diameter Manhole	27	VF	\$350.00	\$9,450.00	27.46	\$9,611.00	0.46	\$161.00
h	Lining 60-inch Diameter Manhole	114	VF	\$425.00	\$48,450.00	115.64	\$49,147.00	1.64	\$697.00
i	Heavy Cleaning	250	LF	\$12.00	\$3,000.00	0	\$0.00	-250	(\$3,000.00)
3	18-Inch Gravity Sewer								
a	12 mm CIPP	429.47	LF	\$220.00	\$94,483.40	427.5	\$94,050.00	-1.97	(\$433.40)
b	9.0 mm CIPP	257	LF	\$160.00	\$41,120.00	258.9	\$41,424.00	1.9	\$304.00
c	Service Lateral Repair - CIPP Connection Only (Up tp 3 Linear Feet)	1	EA	\$6,000.00	\$6,000.00	1	\$6,000.00	0	\$0.00
4	15-Inch Gravity Sewer								
a	10.5 mm CIPP	309	LF	\$135.00	\$41,715.00	309	\$41,715.00	0	\$0.00
b	Service Lateral Replacement - Open Cut up to 25 Linear Feet - 6-foot to 12-foot Depth	2	EA	\$8,200.00	\$16,400.00	2	\$16,400.00	0	\$0.00
c	Service Lateral Repair - CIPP Connection and up to 25 Linear Feet	1	EA	\$5,450.00	\$5,450.00	0	\$0.00	-1	(\$5,450.00)
d	Service Lateral Repair - CIPP Connection Only (Up to 3 Linear Feet)	1	EA	\$5,150.00	\$5,150.00	0	\$0.00	-1	(\$5,150.00)
5	Johnson and Mercury Realignment - 12 and 8-Inch Gravity Sewer								
a	12-Inch Gravity Sewer - PVC SDR 26 Open Cut Replacement From Access Point to Access Point - 6-foot to 12-foot Depth	140	LF	\$257.00	\$35,980.00	279	\$71,703.00	139	\$35,723.00
b	8-Inch Gravity Sewer - PVC SDR 26 Sectional Open Cut Repair 6-foot to 12-foot Depth - Paved	100	LF	\$269.00	\$26,900.00	0	\$0.00	-100	(\$26,900.00)
c	Mainline Pipe Bursting (DIPS), 10-inch to 12-inch Gravity Sewer	110	LF	\$375.00	\$41,250.00	0	\$0.00	-110	(\$41,250.00)
d	8-Inch Gravity Sewer - Service Lateral Replacement - Open Cut up to 25-Linear Feet - 6-foot to 12-foot Depth	2	EA	\$7,900.00	\$15,800.00	0	\$0.00	-2	(\$15,800.00)
e	Install New Precast 4-foot Diameter Manhole, 0-foot to 12-foot Depth	3	EA	\$9,450.00	\$28,350.00	1	\$9,450.00	-2	(\$18,900.00)
f	Plug abandoned Mainline Connection	2	EA	\$2,500.00	\$5,000.00	0	\$0.00	-2	(\$5,000.00)
g	Remove Existing Manhole 024A0040	1	EA	\$2,600.00	\$2,600.00	0	\$0.00	-1	(\$2,600.00)
6	12-Inch Gravity Sewer								
a	9.0 mm CIPP	746.92	LF	\$67.00	\$50,043.64	740	\$49,580.00	-6.92	(\$463.64)
b	7.5 mm CIPP	341	LF	\$62.00	\$21,142.00	336	\$20,832.00	-5	(\$310.00)
c	6.0 mm CIPP	321	LF	\$60.00	\$19,260.00	321.1	\$19,266.00	0.1	\$6.00
d	12-Inch Gravity Sewer - PVC SDR 26 Open Cut Replacement From Access Point to Access Point - 6-foot to 12-foot Depth	520	LF	\$253.00	\$131,560.00	0	\$0.00	-520	(\$131,560.00)
e	12-Inch Gravity Sewer - PVC SDR 26 Open Cut Replacement From Access Point to Access Point - 12-foot to 18-foot Depth	300	LF	\$393.00	\$117,900.00	529	\$207,897.00	229	\$89,997.00
f	Service Lateral Repair - CIPP Connection Only (Up to 3 Linear Feet)	3	EA	\$5,055.00	\$15,165.00	1	\$5,055.00	-2	(\$10,110.00)
g	Service Lateral Repair - CIPP Connection and up to 25 Linear Feet	7	EA	\$5,450.00	\$38,150.00	7	\$38,150.00	0	\$0.00
h	Service Lateral Replacement - Open Cut up to 25 Linear Feet - 6-foot to 12-foot Depth	8	EA	\$7,600.00	\$60,800.00	22	\$167,200.00	14	\$106,400.00
i	Service Lateral Replacement - Open Cut up to 25 Linear Feet - 12-foot to 18-foot Depth	11	EA	\$11,500.00	\$126,500.00	0	\$0.00	-11	(\$126,500.00)

j	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$6,300.00	\$6,300.00	0	\$0.00	-1	(\$6,300.00)
k	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Paved	1	EA	\$8,800.00	\$8,800.00	0	\$0.00	-1	(\$8,800.00)
l	Heavy Cleaning on Tuberculated Mainlines	80	LF	\$6.00	\$480.00	0	\$0.00	-80	(\$480.00)
7	10-Inch Gravity Sewer - Memorial Blvd (to be performed in dry weather)								
a	7.5 mm CIPP	502	LF	\$48.00	\$24,096.00	498.1	\$23,908.80	-3.9	(\$187.20)
b	Service Lateral Repair - CIPP Connection and up to 25 Linear Feet	4	EA	\$4,783.00	\$19,132.00	2	\$9,566.00	-2	(\$9,566.00)
c	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Paved	1	EA	\$8,000.00	\$8,000.00	0	\$0.00	-1	(\$8,000.00)
d	Abandon Manhole 010Y0040	1	EA	\$5,000.00	\$5,000.00	0	\$0.00	-1	(\$5,000.00)
8	10-Inch Gravity Sewer								
a	7.5 mm CIPP	1047	LF	\$61.00	\$63,867.00	781.3	\$47,659.30	-265.7	(\$16,207.70)
b	6.0 mm CIPP	375	LF	\$54.00	\$20,250.00	635.9	\$34,338.60	260.9	\$14,088.60
c	PVC SDR 26 Mainline Sewer Open Cut Replacement From Access Point to Access Point - 6-foot to 12-foot Depth	100	LF	\$270.00	\$27,000.00	0	\$0.00	-100	(\$27,000.00)
d	PVC SDR 26 Mainline Sewer Open Cut Replacement From Access Point to Access Point - 12-foot to 18-foot Depth	60	LF	\$480.00	\$28,800.00	166	\$79,680.00	106	\$50,880.00
e	Service Lateral Repair - CIPP Connection and up to 25 Linear Feet	4	EA	\$4,700.00	\$18,800.00	9	\$42,300.00	5	\$23,500.00
f	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 6-foot to 12-foot Depth	2	EA	\$8,000.00	\$16,000.00	2	\$16,000.00	0	\$0.00
g	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 12-foot to 18-foot Depth	2	EA	\$10,500.00	\$21,000.00	0	\$0.00	-2	(\$21,000.00)
9	8-Inch Gravity Sewer								
a	6 mm CIPP	1749	LF	\$42.00	\$73,458.00	1746.4	\$73,348.80	-2.6	(\$109.20)
b	PVC SDR 26 Mainline Sewer Open Cut Replacement From Access Point to Access Point - 0-foot to 6-foot Depth	450	LF	\$170.00	\$76,500.00	434	\$73,780.00	-16	(\$2,720.00)
c	PVC SDR 26 Mainline Sewer Open Cut Replacement From Access Point to Access Point - 6-foot to 12-foot Depth	2380	LF	\$303.00	\$721,140.00	2157.4	\$653,692.20	-222.6	(\$67,447.80)
d	Service Lateral Repair - CIPP Connection and up to 25 Linear Feet	29	EA	\$5,000.00	\$145,000.00	29	\$145,000.00	0	\$0.00
e	Service Lateral Repair - CIPP Connection Only (Up to 3 Linear Feet)	17	EA	\$4,200.00	\$71,400.00	7	\$29,400.00	-10	(\$42,000.00)
f	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 0-foot to 6-foot Depth	4	EA	\$4,250.00	\$17,000.00	10	\$42,500.00	6	\$25,500.00
g	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 6-foot to 12-foot Depth	35	EA	\$7,986.00	\$279,510.00	23	\$183,678.00	-12	(\$95,832.00)
h	Mainline Sewer Point Repair 0-foot to 6-foot Depth - Open Cut Repair up to 20 Feet in Length - Paved	1	EA	\$3,700.00	\$3,700.00	1	\$3,700.00	0	\$0.00
i	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Paved	4	EA	\$7,700.00	\$30,800.00	4	\$30,800.00	0	\$0.00
j	Mainline Sewer Point Repair 0-foot to 6-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$3,000.00	\$3,000.00	0	\$0.00	-1	(\$3,000.00)
k	Mainline Sewer Point Repair 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length - Unpaved	2	EA	\$3,500.00	\$7,000.00	2	\$7,000.00	0	\$0.00
l	Mainline Sewer Point Repair at Service Connection 6-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length and Connect to Existing Lateral Line - Paved	2	EA	\$7,600.00	\$15,200.00	1	\$7,600.00	-1	(\$7,600.00)
m	PVC SDR 26 Mainline Sewer Sectional Open Cut Repair 6-foot to 12-foot Depth - Paved	80	LF	\$247.00	\$19,760.00	0	\$0.00	-80	(\$19,760.00)
n	Heavy Cleaning on Tuberculated Mainlines	150	LF	\$6.00	\$900.00	0	\$0.00	-150	(\$900.00)
10	6-Inch Gravity Sewer								
a	4.5 mm CIPP	220	LF	\$48.00	\$10,560.00	0	\$0.00	-220	(\$10,560.00)
b	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 0-foot to 6-foot Depth	1	EA	\$4,000.00	\$4,000.00	0	\$0.00	-1	(\$4,000.00)
c	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 6-foot to 12-foot Depth	1	EA	\$7,800.00	\$7,800.00	0	\$0.00	-1	(\$7,800.00)
d	PVC SDR 26 Mainline Sewer Sectional Open Cut Repair 6-foot to 12-foot Depth - Paved	30	LF	\$160.00	\$4,800.00	0	\$0.00	-30	(\$4,800.00)
11	Service Laterals								
a	Pre-CCTV Inspection of Service Laterals (All Mainline Diameters)	130	EA	\$450.00	\$58,500.00	145	\$65,250.00	15	\$6,750.00
b	Remove Intruding Lateral Tap or Gasket	5	EA	\$420.00	\$2,100.00	0	\$0.00	-5	(\$2,100.00)
c	Dye Test Lateral	65	EA	\$500.00	\$32,500.00	3	\$1,500.00	-62	(\$31,000.00)
d	Repair Service Lateral - CIPP Beyond 25-Linear Feet	100	LF	\$30.00	\$3,000.00	56.5	\$1,695.00	-43.5	(\$1,305.00)
e	Replacement - 0-foot to 6-foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$67.00	\$3,350.00	25	\$1,675.00	-25	(\$1,675.00)
f	Replacement - 6-foot to 12-foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$67.00	\$3,350.00	122.83	\$8,229.61	72.83	\$4,879.61
g	Replacement - 12-foot to 18-foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$114.00	\$5,700.00	7	\$798.00	-43	(\$4,902.00)
h	Replacement - 18-foot to 24-foot Depth Cut Beyond First 25-Linear Feet	20	LF	\$128.00	\$2,560.00	0	\$0.00	-20	(\$2,560.00)
i	New Cleanout Installation and Box	65	EA	\$1,850.00	\$120,250.00	42	\$77,700.00	-23	(\$42,550.00)

j	Expose Existing Cleanout - 0-foot to 3-foot Depth and Install New Box - Unpaved	15	EA	\$1,000.00	\$15,000.00	12	\$12,000.00	-3	(\$3,000.00)
k	Expose Existing Cleanout - 0-foot to 3-foot Depth and Install New Box - Paved	15	EA	\$1,515.00	\$22,725.00	2	\$3,030.00	-13	(\$19,695.00)
12	Manholes - Subsurface Rehabilitation								
a	Lining 48-inch Diameter Manhole	704.32	VF	\$350.00	\$246,512.00	596.15	\$208,652.50	-108.17	(\$37,859.50)
b	Lining 72-inch Diameter Manhole	20	VF	\$575.00	\$11,500.00	2	\$1,150.00	-18	(\$10,350.00)
c	Lining HOBAS Junction Box, 12-foot (length) x 12-foot (width) x 23-foot (height), (to be performed in dry weather)	1	LS	\$110,000.00	\$110,000.00	1	\$110,000.00	0	\$0.00
d	Prep and Reline Manhole Connection on Previously Lined Manholes	10	EA	\$720.00	\$7,200.00	11	\$7,920.00	1	\$720.00
e	Plug abandoned Mainline Connection	3	EA	\$1,700.00	\$5,100.00	3	\$5,100.00	0	\$0.00
f	Leak Stop in Manhole	262	Gal	\$450.00	\$117,900.00	106.43209	\$47,894.44	-155.56791	(\$70,005.56)
g	Repair Existing Manhole Bench and Invert	1	EA	\$840.00	\$840.00	5	\$4,200.00	4	\$3,360.00
h	Reconnect and Boot to Manhole	8	EA	\$5,400.00	\$43,200.00	1	\$5,400.00	-7	(\$37,800.00)
13	New Manhole - Iris Avenue 10-inch to 18-inch Gravity sewer Connection								
a	Install New Precast 4-foot Diameter Manhole, 0-foot to 12-foot Depth, including three connections from 10-inch and 18-inch diameter mainlines (MH 036F0040X)	1	LS	\$9,000.00	\$9,000.00	1	\$9,000.00	0	\$0.00
b	18-Inch Gravity Sewer - 20-foot Sectional Replacement into Manhole (PVC SDR 26, 6-foot to 12-foot Depth, Unpaved)	2	EA	\$9,100.00	\$18,200.00	1	\$9,100.00	-1	(\$9,100.00)
c	10-Inch Gravity Sewer - PVC SDR 26 Mainline Sewer Open Cut Replacement From Access Point to Access Point - 0-foot to 12-foot Depth - Unpaved	72	LF	\$157.00	\$11,304.00	67	\$10,519.00	-5	(\$785.00)
d	Plug Abandoned Mainline Connection	1	EA	\$2,500.00	\$2,500.00	3	\$7,500.00	2	\$5,000.00
14	New Manhole - E Vine Street								
a	Install New Precast 4-foot Diameter Manhole, 0-foot to 10-foot Depth, including three pipe connections, 10-foot Section Replacement into Manhole for three connections (PVC SDR 26, 6-foot to 12-foot Depth - Paved)	1	LS	\$13,400.00	\$13,400.00	1	\$13,400.00	0	\$0.00
15	Pavement Removal and Replacement								
a	Asphalt	11000	SF	\$15.00	\$165,000.00	25203	\$378,045.00	14203	\$213,045.00
b	Asphalt - TDOT Requirements Along State Roadway, Including Traffic Control	100	SF	\$26.00	\$2,600.00	0	\$0.00	-100	(\$2,600.00)
c	Finished Concrete (Driveways/Sidewalks)	300	SF	\$22.00	\$6,600.00	853	\$18,766.00	553	\$12,166.00
d	Concrete (Curb & Gutter)	100	LF	\$75.00	\$7,500.00	86	\$6,450.00	-14	(\$1,050.00)
e	Infrared Pavement Restoration	100	SF	\$16.00	\$1,600.00	0	\$0.00	-100	(\$1,600.00)
16	Cash Allowance								
a	Soils and Concrete Testing	Allowance	LS	\$2,000.00	\$2,000.00	0	\$0.00	-1	(\$2,000.00)
b	Cured-In-Place Pipe Testing Laboratory Services	Allowance	LS	\$5,000.00	\$5,000.00	0	\$0.00	-1	(\$5,000.00)
17	Comprehensive Wet Well Cleaning and Inspection								
a	Dejarnette - PS14	1	LS	\$12,000.00	\$12,000.00	1.908166667	\$22,898.00	0.908166667	\$10,898.00
b	County Farm - PS41	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00	0	\$0.00
c	Overall - PS38	1	LS	\$12,000.00	\$12,000.00	4.6049525	\$55,259.43	3.6049525	\$43,259.43
d	Thompson Lane - PS10	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00	0	\$0.00
e	Wilkinson Pike - PS50	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00	0	\$0.00
18	Additional Work if Ordered by Owner/Engineer								
a	Crushed Stone	500	CY	\$43.00	\$21,500.00	0	\$0.00	-500	(\$21,500.00)
b	Flowable Fill	200	CY	\$95.00	\$19,000.00	7	\$665.00	-193	(\$18,335.00)
c	Heavy Cleaning for Mainline	250	LF	\$10.00	\$2,500.00	261	\$2,610.00	11	\$110.00
d	Heavy Cleaning for Laterals	50	LF	\$5.00	\$250.00	0	\$0.00	-50	(\$250.00)
19	Construction Contingency								
a	Construction Contingency	1	LS	\$75,000.00	\$75,000.00	0	\$0.00	-1	(\$75,000.00)
20a	Broad Street Emergency Service Reinstatement	1	EA	\$3,650.00	\$3,650.00	1	\$3,650.00	0	\$0.00
	Fence Removal & Replacement - Northeast Interceptor	0	LS	\$5,160.00	\$0.00	1	\$5,160.00	1	\$5,160.00
	City Purchase - Manholes 024A0030Z & 024A0030X	0	LS	\$4,630.00	\$0.00	1	\$4,630.00	1	\$4,630.00

TOTALS: **\$4,680,451.04**

\$4,077,230.08

(\$603,220.96)

No items.

