

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Various Brand Specific (See Exhibit A) Products, Parts, and Equipment

Amendment Summary: Amend clause 2.1 Duties and Responsibilities to add service as outlined in Exhibit A-Pricing, Amend clause 3.1 Contract term to extend the term to November 6, 2030, amend clause 4.1 Contract Value to add \$10,000,000.00 for a revised contract total of \$30,000,000.00, Insert Clause 4.7 Escalation/De-Escalation to allow for escalation of added rates for service and remove and replace Exhibit A-Pricing to reflect added rates for added service.

Contract Number: 6469119 Amendment Number: 1 Request Number: A2024074

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 11/06/2020 Contract Expiration Date: 11/06/2030 Contract Term: 10 Years

Previous Estimated Contract Life Value: \$20,000,000.00

Amendment Value: \$10,000,000.00 Fund: 67331*

New Estimated Contract Life Value: \$30,000,000.00 BU: 65558020*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: John Stewart BAO Staff: Christopher Wood

Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Southern Sales Co, a Division of Tencarva Machinery ISN#: 7811

Address: 2937 Kraft Drive City: Nashville State: TN Zip: 37204

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)

Prime Company Contact: William C. Allen Email Address: ballen@southernsalesinc.com

Phone #: 615-727-6203 x 1612

Prime Contractor Signatory: William C. Allen Email Address: ballen@southernsalesinc.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6469119
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY located in NASHVILLE, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated November 6, 2020, Metro Contract numbered 6469119, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 2.1 Duties and Responsibilities to add service as outlined in Exhibit A-Pricing. The amended clause shall read as follows:

"CONTRACTOR agrees to provide products, parts, equipment and services for specific brands outlined in Exhibit A-Pricing."

2. Amend clause 3.1 Contract term to extend the term to 120 Months. The amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end on November 6, 2030. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract extend beyond November 6, 2030."

3. Amend clause 4.1 Contract Value to add \$10,000,000.00 for a revised contract total of \$30,000,000.00 due to added length of contract. Revised clause shall read as follows:

"This Contract has an estimated value of \$30,000,000.00 The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

4. Insert Clause 4.7 Escalation/De-Escalation to allow for escalation of added rates for service. Inserted clause shall read as follows:



“This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.”

5. Remove and replace Exhibit A-Pricing to reflect added rates.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6469119

Amendment Number 1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Scott Potter ASm
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/Alto AC
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Southern Sales Co. a Division of Tencarva Machinery Co.

Company Name

William C. Allen

Signature of Company's Contracting Officer

william C. Allen

Officer's Name

Vice-President

Officer's Title

Exhibit A-Pricing for contract 6469119 (Products)

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Engineer, Sr	\$231.00	\$308.00	\$416.00
Project Engineer	\$193.00	\$256.00	\$347.00
Automation Specialist, Sr	\$215.00	\$286.00	\$386.00
Automation Specialist 2	\$182.00	\$242.00	\$327.00
Automation Specialist 1	\$138.00	\$183.00	\$248.00
Automation Technician	\$127.00	\$168.00	\$228.00
E&I Designer, Sr	\$160.00	\$212.00	\$287.00
E&I Designer	\$154.00	\$205.00	\$277.00
E&I Drafter	\$99.00	\$132.00	\$178.00
Panel Design Supervisor	\$182.00	\$242.00	\$327.00
Panel Design Team Lead	\$165.00	\$220.00	\$297.00
Panel Designer, Sr	\$127.00	\$168.00	\$228.00
Panel Designer 2	\$116.00	\$154.00	\$208.00
Panel Designer 1	\$110.00	\$146.00	\$198.00
Documentation Specialist	\$86.00	\$114.00	\$154.00
Intern	\$77.00	\$102.00	\$139.00
IT Specialist	\$176.00	\$234.00	\$317.00
ICS Network Specialist	\$171.00	\$227.00	\$307.00
IT Security Analyst	\$154.00	\$205.00	\$277.00
IT Network Analyst	\$154.00	\$205.00	\$277.00
<i>CONSTRUCTION</i>			
Construction Manager	\$171.00	\$227.00	\$307.00
I&C Supervisor, Sr	\$160.00	\$212.00	\$287.00
I&C Supervisor	\$143.00	\$190.00	\$257.00
Superintendent	\$143.00	\$190.00	\$257.00
Technician 2	\$121.00	\$162.00	\$218.00
Technician 1	\$116.00	\$154.00	\$208.00
Electrician, Journeyman	\$127.00	\$168.00	\$228.00
Electrician, Apprentice	\$105.00	\$140.00	\$188.00
Quality Management	\$176.00	\$234.00	\$317.00
Safety Specialist	\$143.00	\$190.00	\$257.00
<i>PRODUCTION</i>			
Production Management	\$154.00	\$205.00	\$277.00
Production Associate 2	\$88.00	\$118.00	\$158.00
Production Associate 1	\$105.00	\$140.00	\$188.00
Panel Shop Helper	\$84.00	\$111.00	\$151.00
Quality Technician	\$132.00	\$176.00	\$238.00

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>PROJECT MANAGEMENT</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Account Manager	\$264.00	\$352.00	\$475.00
Project Manager, Sr	\$220.00	\$293.00	\$396.00
Project Manager	\$198.00	\$264.00	\$356.00
Assistant Project Manager	\$143.00	\$190.00	\$257.00
Project Coordinator	\$127.00	\$168.00	\$228.00
Receiving Coordinator	\$99.00	\$132.00	\$178.00
Estimator	\$149.00	\$198.00	\$267.00
Purchasing Coordinator	\$116.00	\$154.00	\$208.00
Administrative Support	\$83.00	\$110.00	\$149.00

* Straight time is defined as 8 hours worked between the hours of 7am-4pm (w/ an hour lunch) Monday thru Friday. Minimum hours to be billed during these hours is 3.

** Overtime is defined as any hours worked outside the straight time hours of 7am-4pm Monday thru Friday excluding Holidays. Minimum hours to be billed during these hours is 4.

*** Double time rates will only be paid for work done on the following Holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Minimum hours to be billed for these days is 4.

Note 1- Any reimbursement for travel must be aligned with Metro's travel policy and must be reimbursed in accordance with the Conus Governmental Rates. All Travel arrangements are to be negotiated and pre agreed upon per project/assignment.

****Escalation of services rates for Prime Controls will be allowed on an annual basis and will be justified by the Consumer Price Index, with a maximum percentage of 5% annually. Requests for escalation must be submitted no later than 60 days prior to the anniversary date of this contract. Approved rates would take effect on the anniversary date of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 3625 N. Elm Street Greensboro NC 27455		CONTACT NAME: Kelly S. Whitener, CIC, CISR PHONE (A/C. No. Ext): 336 346-1329 FAX (A/C. No): 336 346-1397 E-MAIL ADDRESS: Kelly.Whitener@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Company	
		INSURER B : American Zurich Insurance Company	
		INSURER C : Hanover Insurance Company	
		INSURER D : Travelers Prop & Casualty Co of America	
		INSURER E : Illinois Union Insurance Company	
		INSURER F : Federal Insurance Company	
INSURED Tencarva Machinery Company, LLC See Attachment for Extension of Named Insureds 1115 Pleasant Ridge Road Greensboro NC 27409		TENCAMACHI	

COVERAGES **CERTIFICATE NUMBER:** 1986470718 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO561122609	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP561122709	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S26447124NF BINDER #9259795	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC561122509	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C E	Contractor's Equipment Pollution Liability			IH6962655914 CPYG27418685010	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Leased/Rented Per Incident \$150,000 Aggregate \$5,000,000 \$5,000,000

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

Contract #6469119
When required by written contract with the named insured, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insureds per General Liability Endorsement #U-GL-1175-F CW (04/13) and Automobile Liability Endorsement #U-CA-424-F CW (04/14) .

CERTIFICATE HOLDER CANCELLATION

Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse 305 Broadway Nashville TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Named Insured Schedule for Tencarva Machinery Company, LLC

- Tencarva Machinery Company, LLC
- Tencarva Holdings I, Inc.
- Tencarva Holdings II, Inc.
- Tencarva Intermediate, LLC
- Hudson Pump & Equipment Associates LLC
- Hudson Pump & Equipment, a Division of Tencarva Machinery
- Engineering Equipment, a Division of Tencarva Machinery
- Electric Service & Sales, a Division of Tencarva Machinery
- Southern Sales Co, a Division of Tencarva Machinery
- GPM Industries, a Division of Tencarva Machinery
- Uniguard Machine Guards, a Division of Tencarva Machinery
- Saladin Pump & Equipment Co
- Fischer Process Industries, a Division of Tencarva Machinery

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024074

Date Received: Dec. 21, 2023

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Various Brand Specific Products, Parts, and Equipment Contract Number: 6469119
Amendment Number: 1

Requesting Department: Water Services Requesting Departmental Contact (Name & Number):
Stephanie Belcher 615-862-4513

Contractor's Business Name: Southern Company a Division of Tencarva Machinery Company

Name of Contract Signatory: William C. Allen

Contract Signatory Email Address: ballen@southernsalesinc.com

Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>11/06/2030</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>\$20,000,000</u> Previously Executed Amendment(s) Amount <u>0</u> Current Amendment Amount <u>\$10,000,000</u> Amendment % Increase <u>50%</u> Proposed Revised Contract Amount <u>\$30,000,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
<input checked="" type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 65558020 Fund #: 67331 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester SB _____

Amanda Oeston-Mayer
Requesting Department Director's Signature of Approval

12/21/2023 | 7:44 AM PST
Date

CA #: A2024074

Date Received: Dec. 21, 2023

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 12/21/2023 | 1:23 PM

Southern Company Contract Amendment #1 Request

Information

Contract: 6469119

Term Extension

The Department requests to add an additional 5-year term to this sole source contract. The brands this company represents are not expected to significantly change (one exception below) and the Department has a significant capital investment in these products.

Contract Value Increase Justification

Initial Contract Value: \$20,000,000

Proposed Value: \$30,000,000

Increase: \$10,000,000

This contract is required to keep the equipment operational and maintained. This increase will raise the ceiling enough to meet Departmental needs for an additional five-year term.

Scope of Work Revision

Modify Section 2.1 to add service for Prime Controls as outlined in Exhibit A Pricing. Prime Controls rate sheet will be added to Exhibit A.

Remove Hayward Gordon from Exhibit A as Southern Company no longer represents that product line.

Terms and Conditions Modification

Add Escalation clause to allow annual escalation to Prime Controls labor rates only – capped at no more than 5% annually.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024053

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: American Cone Valve/AC Service & Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has American Cone Valve products within its system (George Reyer Pumping Station at Omohundro WTP). Only American Cone Valve products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119..

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024053

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:08 PM



Date: September 19, 2023

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North, Third Floor
Nashville, TN 37208

Subject: Sole Source Representative

To whom it may concern:

American Cone Valve, Inc. and A/C Service & Repair, Inc. is the sole manufacturer of its products. Southern Sales Company, a Division of Tencarva Machinery Company, is the sole Municipal Representative for American Cone Valve, Inc and A/C Service & Repair, Inc. in the State of Tennessee for the purchase of new products, OEM repair parts, and maintenance.

No other representative can sell products, repaired or replacement parts, maintenance, repair or replacement services, field services, or technical support for American Cone Valve, Inc. and A/C Service & Repair, Inc.

Your contact for Southern Sales Company-Tencarva Municipal is:

Name: Mr. Bill Allen
Address: 2397 Kraft Drive Nashville, TN 37204
Phone: (615)727-6203 X1612 office (615)604-3107 cell
Email: ballen@SouthernSalesInc.com

If you have questions regarding this agreement, please contact Justin Ross at (717) 792-3492 or email justinross@acservicerepair.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Ross'.

Justin Ross
President
American Cone Valve Inc.
A/C Service & Repair, Inc

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2024052

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Fontaine-Aquanox Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Fontaine-Aquanox water control gates within its system. Only Fontaine-Aquanox products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024052

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:14 PM



August 30, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Fontaine-Aquanox Water Control Gates - Local Representation in the State of Tennessee

Dear Stephanie:

Southern Sales Company, a Division of Tencarva Machinery Company is our sole source exclusive Municipal Representative for Fontaine-Aquanox products in the State of Tennessee.

Fontaine and Rodney Hunt Company were both formerly owned by Rexnord and have since been sold to two different companies. Today, Fontaine is a wholly owned division of ISE metal Inc. and marketed as Fontaine Aquanox Water Control Gates.

Yours truly,

A handwritten signature in black ink, appearing to be "ML", with a long horizontal line extending to the right.

Michael Lawrence
Director of Sales
Fontaine-Aquanox Water Control Gates
Michael.lawrence@iseaquanox.com
613-795-5041

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2024054

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: JDV Equipment Corporation Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558010 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has JDV Equipment within its system. Only JDV Equipment Corporation products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:13 AM PDT

SS #: SS2024054

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: ^{LOA} _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane Date: 10/27/2023 | 4:08 PM



JDV Equipment Corporation

Incorporating Ralph B. Carter Company

SOLE SOURCE LETTER

Date: September 19th, 2023

Subject: Metro Water Services (Nashville)

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Nashville, TN 37208

Ms. Stephanie Belcher,

This letter certifies that Southern Sales Company Division of Tencarva Machinery Company is the sole source exclusive Municipal Representative for JDV Equipment Corporation in the State of Tennessee. This includes Ralph B. Carter products. JDV Equipment Corporation has all the necessary engineering drawings and records to accurately supply replacement parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter product must be manufactured by JDV Equipment Corporation. Non-OEM parts would void existing equipment warranties.

Should you have any questions, please don't hesitate to contact me directly.

Best Regards,

Ryan C. Kelly
Eastern Regional Sales Manager
JDV Equipment Corporation
ryan@jdvequipment.com
(973) 960-2722 – cell
(973) 366-6556 ext. 111 – office

Cc: Bob Abbott – President, Amanda Guilbert – Executive Assistant

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024051

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Prime Controls Parts, Products, and Service

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65560210 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Prime Controls control systems being installed as part of Process Improvements in the water treatment system. Only Prime Controls products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024051

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:13 PM



230 GREAT CIRCLE ROAD, SUITE 234 · NASHVILLE, TN 37228
PHONE 815-382-8389 · TOLL FREE 866-99-SCADA · WWW.PRIME-CONTROLS.COM

September 18, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Prime Controls – Sole Source Representation in the State of Tennessee

Dear Stephanie:

Please accept this correspondence as confirmation that Southern Sales Company, a Division of Tencarva Machinery Company is the exclusive sole source Municipal Representative for the Systems Integration Services and Control System Material Procurement of Prime Controls, L.P. in the State of Tennessee. Their representation of Prime Controls includes all of the geography served by Metro Water Services.

Should you require any additional conformation, please let me know.

Prime Controls, LP

A handwritten signature in blue ink, appearing to read "AJ Geunterman".

AJ Geunterman
Business Development Manager
(815)382-8389
a.geunterman@prime-controls.com

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024056

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 10/19/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Toshiba Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Toshiba flow meters within its system. Only Toshiba products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Dexton-Mayer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024056

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:14 PM

TOSHIBA

October 12, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

To whom it may concern-

This letter is to confirm that Southern Sales a Division of Tencarva Machinery Company, LLC is our authorized sales representative of Toshiba International Corporation to sell and service Toshiba Instrumentation Products in the State of Tennessee.

“Toshiba Instrumentation Product” means LF654, LF664, LF494, LF516, GF630/632 series Electromagnetic Flow & LQ500 Microwave Total Solids/Density Meter Instrumentation, replacement parts, maintenance, repair and replacement services, field services and technical support.

Please contact Southern Sales to serve your needs from new products, OEM repair, parts, and maintenance:

Southern Sales
Name: Bill Allen
Address: 2937 Kraft Drive, Nashville, TN 37204
Email: ballen@SouthernSalesInc.com
Web: www.tencarva.com | www.southernsalesinc.com
Office: (615) 727-6203 x1612
Fax: (615) 254-0791
Cell: (615) 604-3107

This letter is valid for one year from the date above.

Sincerely,

Dennis Hampton

Dennis Hampton
Sr. Sales Manager/Business Development
Instrumentation and Controls

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024055

Date Received: Oct. 19, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Vogelsang Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Vogelsang pumps within its system. Vogelsang was previously distributed by Eshelman Company, but that relationship has changed. Only Vogelsang products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:20 AM PDT

SS #: SS2024055

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:07 PM

www.vogelsangusa.com

Mailing Address:
P.O. Box 751
Ravenna, Ohio 44266-0751

Shipping Address:
7966 State Route 44
Ravenna, Ohio 44266

Tel: 800.984.9400
Fax: 330.296.4113
Email: sales@vogelsangusa.com

VOGELSANG



9/15/2023

Stephanie Belcher
Purchasing
Nashville Metro Water Services
1600 Second Avenue North
Nashville, TN 37208
USA

ENGINEERED TO WORK

Re: Vogelsang Distribution Sole Source Confirmation

Dear Ms. Belcher:

Please accept this correspondence as confirmation that Southern Sales, Inc is the exclusive distributor for Municipal sales in Davidson county, TN.

Southern Sales, Inc
2937 Kraft Drive
Nashville, TN 37204

(615) 254-0066
<https://www.southernsalesinc.com/>

Should you require additional confirmation, please don't hesitate to contact me directly.

Respectfully,

Russ Boring
President
Vogelsang
7966 State Route 44
Ravenna, OH 44266

Toll-Free: 800.984.9400
Phone: 330.510.1551
Fax: 330.296.4113
RussB@vogelsangusa.com
www.vogelsangusa.com

RESOLUTION NO. RS2020-625

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent has determined that the services and supplies to be provided by Southern Sales Co. meet the requirements for the use of a sole source contract; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts “with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)”;

WHEREAS, approval of the Contract will benefit the citizens of Davidson County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Contract between The Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County, attached hereto and incorporated herein, is hereby approved.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle R. Hernandez-Lane

Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Kyonte Thomas
Robert A. ...

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

TE

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Sara Ladd

Assistant Metropolitan Attorney

Contract Abstract

Contract Information

Contract & Solicitation Title: Various Brand Specific (See Exhibit A) Products, Parts, and Equipment mlt
 Contract Summary: Contractor agrees to provide products, parts, and equipment for specific brands outlined in Exhibit A – Pricing.
 Contract Number: 6469119 Solicitation Number: N/A Requisition Number: N/A
 Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No
 Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes
Sexual Harassment Training Required (per BL2018-1281): Yes
 Estimated Start Date: 09/15/2020 Estimated Expiration Date: 09/15/2025 Contract Term: 60 Months
 Estimated Contract Life Value: \$20,000,000.00 Fund: 67331 BU: 65558020
 Payment Terms: Net 30 Selection Method: Sole Source
 Procurement Staff: Terri Ray BAO Staff: Christopher Wood
 Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Southern Sales Co, a Division of Tencarva Machinery ISN#: 7811
 Address: 2937 Kraft Drive City: Nashville State: TN Zip: 37204
 Prime Contractor is a Uncertified: SBE SDV MBE WBE (select/check if applicable)
 Prime Company Contact: Bill Allen Email Address: ballen@SouthernSalesInc.com
 Phone #: 615-727-6203 x1612
Prime Contractor Signatory: William C. Allen **Email Address:** ballen@southernsalesinc.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Southern Sales Co,</u> <u>a Division of Tencarva Machinery</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Southern Sales Co, a Division of Tencarva Machinery** ("CONTRACTOR") located at **2937 Kraft Drive, Nashville, TN 37204** as the result of an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A – Pricing,*
 - *Exhibit B – Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide products, parts, and equipment for specific brands outlined in Exhibit A – Pricing.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order. Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$20,000,000.00 The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for actual damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR. However, CONTRACTOR shall receive compensation for all work in progress or approved for production prior to termination.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall 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 METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, 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.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO 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 METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

However, CONTRACTOR'S warranty shall not apply to any rework or nonconforming Materials that: have been repaired, altered, subject to misuse, negligence, accidents; or have been improperly stored, handled or used in a manner contrary to CONTRACTOR'S instructions and recommendations; or have design errors due to inaccurate or incomplete information supplied by the METRO or any its respective affiliates.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO 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 shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall 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 to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract 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:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, 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 METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this 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 METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction

of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not 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 shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws 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 therefore. It shall be a breach of the Ethics in Public Contracting 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 contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO 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.
- E. CONTRACTOR shall pay METRO actual expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have 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 Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6469119

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV**

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attention: William C Allen at Southern Sales Co. a Div. of Tencarva Machinery Co.

Address: 2937 Kraft Drive Nashville, TN 37204

Telephone: 615-727-6203 x1612

Fax: 615-254-0791

E-mail: ballen@southernsalesinc.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Southern Sales Company a Division of Tencarva Machinery Company

Attention: William C Allen

Address: 2937 Kraft Drive Nashville, TN 37204

E-mail: ballen@southernsalesinc.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6469119

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Scott Potter [Signature]
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle B. Hernandez Lane [Signature]
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbo/Ho TE Ru
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Sara Ladd [Signature]
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

[Signature] NOV 06 2020
Metropolitan Clerk RS2020 . 625 Date

CONTRACTOR:

Southern Sales Co. a Division of Tencarva Machinery
Company Name

William C Allen
Signature of Company's Contracting Officer

William C Allen
Officer's Name

Vice-President
Officer's Title

Exhibit A - Pricing

Vendor	Manufacturer List
	Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does 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 or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Southern Sales Co. a Division of Tencarva Machinery Co.

Organization Officer Signature: William C Allen

Name of Organization Officer: William C Allen

Title: Vice-President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2020

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

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

PRODUCER Marsh & McLennan Agency LLC 3625 N. Elm Street Greensboro NC 27455	CONTACT NAME: Kelly S. Whitener, CIC, CISR PHONE (A/C No. Ext): 336-346-1329 FAX (A/C, No): 212-607-6529 E-MAIL ADDRESS: Kelly.Whitener@marshmma.com														
INSURED Tencarva Machinery Company See Attachment for Extension of Named Insureds 1115 Pleasant Ridge Road Greensboro NC 27409	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Travelers Prop & Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER D : Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER E : Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Prop & Casualty Co of America	25674	INSURER C : American Zurich Insurance Company	40142	INSURER D : Hanover Insurance Company	22292	INSURER E : Illinois Union Insurance Company	27960	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 869029040** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO561122605	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP561122705	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP41M3828120NF	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC561122505	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Contractor's Equipment Pollution Liability			IH6962655910 CPYG27418685006	1/1/2020 1/1/2020	1/1/2021 1/1/2021	Leased/Rented Limit \$ 150,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract #6469119

When required by written contract with the named insured, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insureds per General Liability Endorsement #U-GL-1175-F CW (04/13) and Automobile Liability Endorsement #U-CA-424-F CW (04/14) .

CERTIFICATE HOLDER Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse 305 Broadway Nashville TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Continuation of Tencarva Machinery Co., LLC Certificate of Insurance

Named Insured Extension:

- Tencarva Machinery Company, LLC
- Tencarva Holding Company I
- Tencarva Holding Company II
- Hudson Pump & Equipment Associates LLC
- Hudson Pump & Equipment, a Division of Tencarva Machinery
- Engineering Equipment, a Division of Tencarva Machinery
- Electric Service & Sales, a Division of Tencarva Machinery
- Southern Sales Co, a Division of Tencarva Machinery
- GPM Industries, a Division of Tencarva Machinery
- Uniguard Machine Guards, a Division of Tencarva Machinery
- Saladin Pump & Equipment Co

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

R. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

S. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

T. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

10:57 am, Oct 27 2020

FILED METROPOLITAN CLERK

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020 - 625

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County.

Introduced NOV 05 2020

Amended _____

Adopted NOV 05 2020

Approved NOV 06 2020

By 
Metropolitan Mayor

Vett-

552020053

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE - PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM

RECEIVED
JAN 16 2020
BY: J.C. to ML 1-17-2020



Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.
Purchasing Agent approval **MUST** be received prior to entering a requisition in iProcurement to minimize the potential for delay.

Proposed supplier MUST be Registered in iProcurement

Date: 1/16/2020 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher
a multi-year contract.

Telephone #: 615-862-4513

This request is for

*approved per 2/11
sole source
determination*

Product/Service Description: Contract to provide products and parts for the following brands: Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions. Metro Water Services has equipment from these product lines in service within its system. Parts are not interchangeable and no other products or parts are compatible with the existing equipment. Southern Company is the only authorized representative for these product lines for this region.

Total Purchase (Enter the value for the entire contract life) Price: \$20,000,000

BU Number: 65558020

Fund #: 67331

Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company/Tencarva Machinery Company Proposed Supplier Contact: Travis Callis

Supplier Address: 2937 Kraft Drive

City: Nashville

ST: TN

Zip: 37204

Supplier Telephone #: 615-254-0066

Supplier Email: tcallis@tencarva.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

Proprietary compatability

If Other, Explain Request: _____

[Handwritten Signature]

Requesting Department Director's or Approved Designee's Signature of Approval

1/16/2020

Date

See update

Rec'd: 2/05

Ret'd: 2/05

11-91

To be completed by the Procurement Division

Sole Source is Approved for a Purchase Order 5 Year(s) Contract

Sole Source is Denied; Reason for Denial

SENIOR PROCUREMENT OFFICER:

DATE: 2-5-2020

PURCHASING AGENT:

DATE: 3/6/2020

Handwritten blue notes:
Approved for purchase
3/6/2020

Handwritten notes:
with per 112

Faint handwritten notes in bottom right corner.



January 15, 2020

The purpose of this letter is to confirm that Southern Sales Company, Division of Tencarva Machinery ("Southern Sales Company"), located at 2937 Kraft Drive in Nashville, TN is the sole, contracted, authorized representative for all Evoqua products in the municipal market in Middle Tennessee including Nashville, TN except for the following:

- Wallace & Tiernan® chemical dosing equipment

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Paul Kranz
Regional Sales Manager – Central
630.310.1238
Paul.kranz@evoqua.com

SOLE SOURCE DETERMINATION SUMMARY

Date: 2/11/2020

RECOMMENDATION: Approval with Exceptions for four (4) Evoqua Lines *JK*

Supplier: Southern Company/Tencarva Machinery Company

Requesting Dept: Metro Water Services (MWS)

Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.

Pricing: \$20,000,000

Method: Multi-year contract

Procurement Request: Sole Source *approved*

Legal Basis: MC 4.12.060 *WHS*

Dept. Claim: R4.12.060.02 - Proprietary Compatibility

Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section [4.12.060](#) of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company —as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

[Cla-Val](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Crane Pumps & Systems](#) confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

[Evoqua](#) (excluding Wallace & Tiernan) identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for our region. However, the number of dealers is dependent upon the application being sourced.

[Gorman Rupp](#) confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

[Goulds Pumps](#) confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

[Hayward Gordon](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Henry Pratt](#) confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

[John Crane](#) confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

[Patterson Pump Company](#) confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

[Rodney Hunt](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Seepex](#) confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

[Trojan Technologies](#) confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

[WSG Solutions](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions
- Evoqua
 - Aerators
 - Automation & Control
 - Aeration/Biological/Clarification
 - Ballasted Clarification
 - Disinfection
 - Odor Control
 - Screening
 - Wastewater Filtration-Davco
 - Wastewater Filtration-FortyX

A sole source is **not** recommended for:

- Evoqua
 - Disinfection Services
 - Sludge Dewatering,
 - UV-barrier systems
 - UV-ETS Systems

SOLE SOURCE DETERMINATION SUMMARY

Date: 02/05/2020
RECOMMENDATION: Partial Approval *JL*
Supplier: Southern Company/Tencarva Machinery Company
Requesting Dept: Metro Water Services (MWS)
Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.
Pricing: \$20,000,000
Method: Multi-year contract

Procurement Request: Sole Source
Legal Basis: MC 4.12.060
Dept. Claim: R4.12.060.02 - Proprietary Compatibility
Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section 4.12.060 of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company—as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

Cla-Val confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Crane Pumps & Systems confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

Evoqua (excluding Wallace & Tiernan) identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for our region. However, the number of dealers is dependent upon the application being sourced.

Gorman Rupp confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

Goulds Pumps confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

Hayward Gordon confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Henry Pratt confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

John Crane confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

Patterson Pump Company confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

Rodney Hunt confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Seepex confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

Trojan Technologies confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

WSG Solutions confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions
- Evoqua (Aerators , Automation & Control)

A sole source is **not** recommended for:

- Evoqua (Aeration/Biological/Clarification, Ballasted Clarification, Disinfection, Disinfection Services, Odor Control, Screening, Sludge Dewatering, UV-barrier systems, UV-ETS Systems, Wastewater Filtration-Davco, Wastewater Filtration-FortyX)

Cantlon, Judy (Finance - Contract Compliance)

From: Belcher, Stephanie (WS)
Sent: Thursday, January 16, 2020 9:32 AM
To: Finance – Procurement Resource Group
Subject: FW: Southern Company Sole Source Contract Request - SS2020050
Attachments: Southern Co-Tencarva - SS2020050.pdf; Southern Sales Sole Source Revised.pdf; RE: Sole Source Contract

Categories: Judy

Good morning all,

Attached you will find MWS's revised sole source request with Evoqua clarification. Please let us know if additional information is required.

Stephanie Belcher
Finance Officer 3
Business & Finance Division
1600 2nd Ave North
Nashville, TN 37208
615-862-4513



From: Finance – Procurement Resource Group
Sent: Monday, January 13, 2020 1:03 PM
To: Belcher, Stephanie (WS); Finance – Procurement Resource Group
Cc: Deaton-Moyer, Amanda (WS); Freeman, Brent R. (WS); Tucker, David (WS); Binkley, Christina (WS); Ray, Terri (Finance - Procurement); Lane, Michelle (Finance - Procurement); Gardner, Amber (Finance)
Subject: RE: Southern Company Sole Source Contract Request - SS2020050

Attached is your approved sole source request. You will be contacted within 48 hours regarding the next steps for finalizing the contract.

Judy
Procurement Resource Group

From: Belcher, Stephanie (WS) <stephanie.belcher@nashville.gov>
Sent: Thursday, January 2, 2020 11:57 AM
To: Finance – Procurement Resource Group <PRG@nashville.gov>
Cc: Deaton-Moyer, Amanda (WS) <Amanda.Deaton-Moyer@nashville.gov>; Freeman, Brent R. (WS) <brent.freeman@nashville.gov>; Tucker, David (WS) <david.tucker@nashville.gov>; Binkley, Christina (WS)

<christina.binkley@nashville.gov>

Subject: Southern Company Sole Source Contract Request - SS2020050

Good afternoon group,

Attached you will find a sole source contract request for Southern Company – Division of Tencarva Machinery. Please let us know if you require any additional information.

Stephanie Belcher
Finance Officer 3
Business & Finance Division
1600 2nd Avenue North
Nashville, TN 37208
p. 615-862-4513
stephanie.belcher@nashville.gov



Needs vetting ⁵⁵²⁰³⁰⁰⁵⁰ maf

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



RECEIVED
JAN 02 2020
BY: JC to ML 1-3-2020

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.
Purchasing Agent approval **MUST** be received prior to entering a requisition in iProcurement to minimize the potential for delay.

Proposed supplier MUST be Registered in iProcurement

Date: 1/2/2020 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher
a multi-year contract.

Telephone #: 615-862-4513 This request is for

Product/Service Description: Contract to provide products and parts for the following brands: Cla-Val, Crane, Evoqua, Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Lightnin, Limitorque, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions. Metro Water Services has equipment from these product lines in service within its system. Parts are not interchangeable and no other products or parts are compatible with the existing equipment. Southern Company is the only authorized representative for these product lines for this region.

Total Purchase (Enter the value for the entire contract life) Price: \$20,000,000

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company/Tencarva Machinery Company Proposed Supplier Contact: Travis Callis

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-254-0066 Supplier Email: tcallis@tencarva.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

Proprietary compatability

If Other, Explain Request: _____

[Signature]
Requesting Department Director's or Approved Designee's Signature of Approval

1/2/2020
Date

Rec'd Jan 7
A
Ret'd Jan 9

To be completed by the Procurement Division

Sole Source (s) Approved for a Purchase Order 2 Year(s) Contract

Sole Source is Denied; Reason for Denial _____

SENIOR PROCUREMENT OFFICER: _____

DATE: _____

PURCHASING AGENT: _____

DATE: 1/12/2020

excludes following brands:

highrix

Evogua

himitorque

SOLE SOURCE DETERMINATION SUMMARY

Date: 01/09/2020

RECOMMENDATION: Partial Approval *Jak*

Supplier: Southern Company/Tencarva Machinery Company

Requesting Dept: Metro Water Services (MWS)

Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua, Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Lightnin, Limitorque, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.

Pricing: \$20,000,000

Method: Multi-year contract

Procurement Request: Sole Source

Legal Basis: MC 4.12.060

Dept. Claim: R4.12.060.02 - Proprietary Compatibility

Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section 4.12.060 of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company —as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

Cla-Val confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Crane Pumps & Systems confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

Evoqua identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for Tennessee. However, the number of dealers is dependent upon the application being sourced. Some (sludge dewatering) identify multiple authorized representatives for Tennessee; others (automation & controls) identify only Southern Sales, Inc. The sole source request does not note which products from this line would be procured through this supplier.

Gorman Rupp confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

Goulds Pumps confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

Hayward Gordon confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Henry Pratt confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

John Crane confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

Lightnin (SPXFlow) identifies Rogers-Turner & Associates, Inc of Chattanooga as their only authorized municipal representative for Davidson County, Tennessee. Notably, neither Southern Sales Company, Inc or Tencarva Machinery Company appear to list this brand among their product lines offered.

Limitorque identifies, via phone, Process Supplies of Lenoir City as their only authorized municipal representative for Tennessee. Notably, neither Southern Sales Company, Inc or Tencarva Machinery Company appear to list this brand—or the umbrella company FlowServe—among their product lines offered.

Patterson Pump Company confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

Rodney Hunt confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Seepex confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

Trojan Technologies confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

WSG Solutions confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions

A sole source is **not** recommended for:

- Lightnin (SPXFlow)
- Limitorque
- Evoqua

Exhibit A-1 Pricing for contract 6469119 (Products)

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Engineer, Sr	\$231.00	\$308.00	\$416.00
Project Engineer	\$193.00	\$256.00	\$347.00
Automation Specialist, Sr	\$215.00	\$286.00	\$386.00
Automation Specialist 2	\$182.00	\$242.00	\$327.00
Automation Specialist 1	\$138.00	\$183.00	\$248.00
Automation Technician	\$127.00	\$168.00	\$228.00
E&I Designer, Sr	\$160.00	\$212.00	\$287.00
E&I Designer	\$154.00	\$205.00	\$277.00
E&I Drafter	\$99.00	\$132.00	\$178.00
Panel Design Supervisor	\$182.00	\$242.00	\$327.00
Panel Design Team Lead	\$165.00	\$220.00	\$297.00
Panel Designer, Sr	\$127.00	\$168.00	\$228.00
Panel Designer 2	\$116.00	\$154.00	\$208.00
Panel Designer 1	\$110.00	\$146.00	\$198.00
Documentation Specialist	\$86.00	\$114.00	\$154.00
Intern	\$77.00	\$102.00	\$139.00
IT Specialist	\$176.00	\$234.00	\$317.00
ICS Network Specialist	\$171.00	\$227.00	\$307.00
IT Security Analyst	\$154.00	\$205.00	\$277.00
IT Network Analyst	\$154.00	\$205.00	\$277.00
<i>CONSTRUCTION</i>			
Construction Manager	\$171.00	\$227.00	\$307.00
I&C Supervisor, Sr	\$160.00	\$212.00	\$287.00
I&C Supervisor	\$143.00	\$190.00	\$257.00
Superintendent	\$143.00	\$190.00	\$257.00
Technician 2	\$121.00	\$162.00	\$218.00
Technician 1	\$116.00	\$154.00	\$208.00
Electrician, Journeyman	\$127.00	\$168.00	\$228.00
Electrician, Apprentice	\$105.00	\$140.00	\$188.00
Quality Management	\$176.00	\$234.00	\$317.00
Safety Specialist	\$143.00	\$190.00	\$257.00
<i>PRODUCTION</i>			
Production Management	\$154.00	\$205.00	\$277.00
Production Associate 2	\$88.00	\$118.00	\$158.00
Production Associate 1	\$105.00	\$140.00	\$188.00
Panel Shop Helper	\$84.00	\$111.00	\$151.00
Quality Technician	\$132.00	\$176.00	\$238.00
<i>PROJECT MANAGEMENT</i>			
Account Manager	\$264.00	\$352.00	\$475.00
Project Manager, Sr	\$220.00	\$293.00	\$396.00
Project Manager	\$198.00	\$264.00	\$356.00
Assistant Project Manager	\$143.00	\$190.00	\$257.00

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Coordinator	\$127.00	\$168.00	\$228.00
Receiving Coordinator	\$99.00	\$132.00	\$178.00
Estimator	\$149.00	\$198.00	\$267.00
Purchasing Coordinator	\$116.00	\$154.00	\$208.00
Administrative Support	\$83.00	\$110.00	\$149.00

* Straight time is defined as 8 hours worked between the hours of 7am-4pm (w/ an hour lunch) Monday thru Friday. Minimum hours to be billed during these hours is 3.

** Overtime is defined as any hours worked outside the straight time hours of 7am-4pm Monday thru Friday excluding Holidays. Minimum hours to be billed during these hours is 4.

*** Double time rates will only be paid for work done on the following Holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Minimum hours to be billed for these days is 4.

Note 1- Any reimbursement for travel must be aligned with Metro's travel policy and must be reimbursed in accordance with the Conus Governmental Rates. All Travel arrangements are to be negotiated and pre agreed upon per project/assignment.

*Escalation of services rates for Prime Controls will be allowed on an annual basis and will be justified by the Consumer Price Index, with a maximum percentage of 5% annually. Requests for escalation must be submitted no later than 60 days prior to the anniversary date of this contract. Approved rates would take


Certificate Of Completion

Envelope Id: 6622D3E0C43C423F841173AA7A028178	Status: Sent
Subject: Metro Contract 6469119 Amendment 1 with Southern Sales Co, a Division of Tencarva Machinery (Water)	
Source Envelope:	
Document Pages: 75	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original 2/22/2024 2:22:06 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 2:29:33 PM Viewed: 2/22/2024 2:30:00 PM Signed: 2/22/2024 2:30:10 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 2:30:13 PM Viewed: 2/22/2024 3:28:26 PM Signed: 2/22/2024 3:28:42 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	

Electronic Record and Signature Disclosure:
Accepted: 2/22/2024 3:28:26 PM
ID: 4dae6240-3831-4dd5-9583-3dfb477ff9f5

Alla Cross alla.cross@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 3:28:46 PM Viewed: 2/23/2024 8:08:09 AM Signed: 2/23/2024 8:09:21 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 2/23/2024 8:09:18 AM
ID: 520ac3e4-f88d-442f-a4ee-dd77c02248bb

William C. Allen ballen@southernsalesinc.com Vice-President Southern Sales Co. a Division of Tencarva Machinery Co. Security Level: Email, Account Authentication (None)		Sent: 2/23/2024 8:09:25 AM Viewed: 2/23/2024 9:24:32 AM Signed: 2/23/2024 9:25:52 AM
	Signature Adoption: Pre-selected Style Using IP Address: 199.101.120.58	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 2/23/2024 9:24:32 AM ID: a94326d0-7336-414c-bd5e-7694f7b67059</p> <p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 2/23/2024 9:25:59 AM Viewed: 2/23/2024 2:02:56 PM Signed: 3/13/2024 5:20:27 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)</p>	<p><i>Scott Potter</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192</p>	<p>Sent: 3/13/2024 5:20:34 PM Viewed: 3/14/2024 8:27:01 AM Signed: 3/14/2024 8:27:10 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/14/2024 8:27:01 AM ID: e1a5fb5d-a19b-4943-9e42-2e475735e1f9</p>		
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/14/2024 8:27:17 AM Viewed: 3/14/2024 9:42:22 AM Signed: 3/14/2024 9:42:41 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/14/2024 9:42:22 AM ID: 1a13d00b-e83c-4a53-a07c-4a91c37f5b5b</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/14/2024 9:42:45 AM Viewed: 3/14/2024 10:08:47 AM Signed: 3/14/2024 10:10:12 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/14/2024 10:08:47 AM ID: d2df23c5-0a59-4fad-b77d-0e9f2d239ea5</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/14/2024 10:10:17 AM Viewed: 3/14/2024 10:31:07 AM Signed: 3/14/2024 10:31:18 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/14/2024 10:31:07 AM ID: b315cd73-e8d1-4a49-a9b9-c9b2ebf44f41</p>		

Signer Events	Signature	Timestamp
<p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/14/2024 10:31:25 AM Viewed: 3/14/2024 10:32:08 AM Signed: 3/14/2024 10:32:32 AM</p>

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 10:32:08 AM
 ID: af7475a4-acea-44e3-884a-07399a4ba11f

Procurement Resource Group
 prg@nashville.gov
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)

Sent: 3/14/2024 10:32:41 AM
 Viewed: 3/14/2024 10:34:38 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

John Stewart
 john.stewart@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/22/2024 2:29:34 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/14/2024 10:32:38 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 7:32:33 AM
 ID: 47f2a006-a141-48c2-9154-308566a8f9a4

Tara Ladd
 tara.ladd@nashville.gov
 Assistant Metropolitan Attorney
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/14/2024 10:32:39 AM
 Viewed: 3/14/2024 10:33:10 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 10:32:08 AM
 ID: af7475a4-acea-44e3-884a-07399a4ba11f

Austin Kyle
 publicrecords@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Accepted: 3/14/2024 10:20:11 AM
ID: 94a910f9-30e0-4eeb-b4d6-d05e83fcb324

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephanie Belcher
Stephanie.belcher@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/11/2024 6:43:56 PM
ID: aa36082a-ddd5-4b16-8bb9-e4ef7d1a9671

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 8:09:04 AM
ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcbe0adb

Jessica Angulo
jessica.angulo@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/22/2024 2:29:34 PM
Certified Delivered	Security Checked	3/14/2024 10:34:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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