

RESOLUTION 17-128

**A RESOLUTION TO AUTHORIZE THE PURCHASE
OF CONFLICT MONITOR TESTER
FOR THE CITY OF SPRING HILL**

WHEREAS, the City desires to purchase a Conflict Monitor Tester to test its conflict monitors inhouse; and

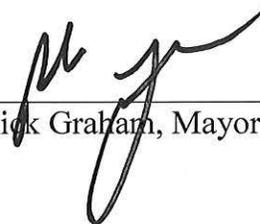
WHEREAS, the City of Spring Hill advertised and accepted publicly advertised bid quotes from qualified vendors on November 29, 2017; and

WHEREAS, the Highways and Streets FY2018 Budget has sufficient monies in its Operating Supplies and Street Signs and Posts line item budgets; and

WHEREAS, the Budget Finance Advisory Committee reviewed the bid proposals on December 4, 2017 and recommends the award to Temple, Inc. of Decatur, Alabama.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the purchase of a conflict monitor tester for the traffic work section from Temple, Inc. in the amount of Eleven Thousand Nine Hundred Eighty-Four Dollars (\$11,984.00) as recommended by the Budget Finance Advisory Committee on December 4, 2017.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of December, 2017.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SUBJECT: A Resolution to authorize the purchase of a conflict monitor tester from Temple, Inc.

DATE: November 29, 2017

ATTENTION: Board of Mayor and Aldermen

STAFF: Philip Stuckert, P.E.
Infrastructure Director



STAFF MEMORANDUM

That the Board of Mayor and Aldermen, by resolution authorize the purchase of a conflict monitor tester from Temple, Inc., in the amount of \$ 11,984.00.

Background:

The City of Spring Hill traffic technicians desire to purchase a conflict monitor tester to test the conflict monitors at each of our 17 signalized intersections. Each conflict monitor must be tested yearly to insure reliability and reduce liability exposure. The cost for testing is \$100 per unit excluding shipping. The conflict monitors are shipped to an offsite location for testing. With shipping, we estimate that it cost our budget nearly \$2200 (including shipping costs) per year direct cost to test all of our conflict monitors.

If we purchase a conflict monitor tester, all testing can be performed inhouse with our staff. We will then send in the conflicting monitor tester annually for testing and calibration in lieu of the 17 conflict monitors. Calibration and testing for the tester will cost us \$565 per year.

We anticipate the payback period for us to purchase the conflict monitor tester at little over 7 years. The conflict monitor tester has a service life of ten years.

In the coming twelve months, the City will acquire 3 additional signals. They are located at the on and off ramps of Saturn Parkway on Port Royal Road and a new one at Kedron and Old Kedron. These along with other added signals in the future signals will further reduce the payback period.

Staff Recommendation:

Staff recommends the purchase of a conflict monitor tester from Temple, Inc. A resolution is prepared for BOMA's consideration.

PROCUREMENT OF A PCMT 8000 CONFLICT MONITOR TESTER
SPECIFICATIONS

1.00 GENERAL

The minimum requirements and the specification for the Services, as well as certain requests for information to be provided by Vendor as part of its proposal, are set forth below.

2.00 REQUIREMENTS FOR THE CONFLICT MONITOR TESTER

- 2.01 Unit shall be a PCMT 8000 Conflict Monitor Tester
- 2.02 NEMA TS@-16 Channel Cable
- 2.03 1U Rackmount 8 outlet power distribution Unit
- 2.04 Rolling Rack Case with laptop space, wheels and telescoping handles, 4U space.
- 2.05 References to the PCMT 8000 Conflict Monitor Tester shall include all associated equipment as outlined in 2.02, 2.03, and 2.04.

3.00 ADDITIONAL INFORMATION SPECIFIC TO THIS RFP

All bids should show delivery date and be signed by company representative giving bid. Payment will be made 30 days after delivery unless discount is given for earlier payment.

Vendor must submit the following information as part of Vendor's proposal:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

4.00 PRICING AND DELIVERY SCHEDULE

Proposal of Temple INC.
(Proposer Company Name)

To: The City of Spring Hill

Ref.: Procurement of a PCMT 8000 Conflict Monitor Tester

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the equipment pursuant to the above referenced Request for Proposal upon the terms quoted below.

PRICE for the PCMT 8000 Conflict Monitor Tester, Cables, Case and Power Strip

\$ 11,984⁰⁰

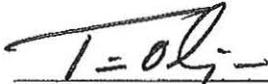
(Price quote is valid for a time period of 60 calendar days.)

Delivery: F.O.B. manufacturer of the PCMT 8000 Conflict Monitor Tester within 60 calendar days after award of contract.

Delivery schedule of events and time periods

Respectfully submitted,

Proposer: Temple INC.

By: 
(Authorized Signature for Proposer)

Name: Tim Olinger

Title: SALES REP.

Date: 11/16/17

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR THE FURNISHING AND DELIVERY OF CONFLICT MONITOR TESTER

THIS AGREEMENT is made between the City of Spring Hill, hereinafter referred to as the "Owner," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the City of Spring Hill, TN is desirous of acquiring a conflict monitor tester; and,

WHEREAS, _____ is able and willing to provide those services specified by the proposal publicly advertised by the City of Spring Hill, Tennessee, for the furnishing and delivery of a conflict monitor tester.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall furnish and deliver (F.O.B.) a conflict monitor tester outlined in the specifications for the City of Spring Hill, Tennessee to 3893 Mahlon Moore, Spring Hill, TN.

ARTICLE 2. OWNER.

The Material has been publicly advertised by the City of Spring Hill, 199 Town Center Parkway, Spring Hill, Tennessee, who is hereinafter referred to as the "Owner".

ARTICLE 3. CONTRACT TIME.

The material will be delivered within 90 calendar days after the award of the contract by the Board of Mayor and Aldermen.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the proposal for furnishing and delivery of a conflict monitor tester shall pay Contractor in current United States funds not-to-exceed total contract price of _____ (\$ _____).

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment to the Owner who will process the payment as provided below.

5.1 Payments. Owner shall make payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month as provided below.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

6.1 Exhibit "A" - Bid Proposal consisting of 6 pages.

6.2 Notice of Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this 18th day of December, 2017.

ATTEST:

MATERIAL SUPPLIER:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF SPRING HILL, TENNESSEE
A Municipal Corporation

By: April Goad
April Goad

By: Rick Graham
Rick Graham

Title: City Recorder

Title: Mayor