

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSAL – DOG PARK FENCING

REQUEST FOR PROPOSAL

Office of Finance
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified vendors for the purchase and installation of dog park fencing. The proposed scope of services is discussed herein.

Proposer shall return Request for Proposal in **SEALED** envelope to:

City of Morristown
Attn: Ashley Ahl, Purchasing Assistant
100 West First North Street
Morristown, TN 37814

Public opening of the Request for Proposal will be held at the above address at the deadline date and time designated in the Invitation for Request for Proposal.

DATE ISSUED:	Sunday, May 5, 2019
RFP TITLE:	Dog Park Fencing
RFP DEADLINE DATE & TIME:	Tuesday, May 21, 2019; 2:00 P.M. Eastern Time (local prevailing time)
RFP OPENING LOCATION:	Morristown City Center, Training Room, 1st Floor
MANDATORY PRE-RFP MEETING:	Tuesday, May 14, 2019; 2:00 P.M. Eastern Time (local prevailing time)
RFP CONTACT:	Ashley Ahl, Purchasing Assistant
CONTACT PHONE:	423.585.4622
CONTACT EMAIL:	purchasing@mymorristown.com

Signature of Authorized Representative: _____

Name of Company: _____

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TERMS AND CONDITIONS

1. **REQUIREMENTS FOR SEALED PROPOSAL SUBMISSION.**
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
 - b. Complete and original request for proposal with “Proposer Initial” completed by authorized representative.
 - c. All proposals shall be submitted SEALED, envelope clearly marked with the proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
 - d. Copy of Firm’s IRS W-9 Form.

2. **PROPOSALS RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

3. **TAX EXEMPT.** The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.

4. **ANTI-COLLUSION.** The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

5. **AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

6. **OPEN RECORDS ACT.** Once the proposal document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

7. **PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.

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9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **NO SUBMISSION.** If you choose to not respond to this sealed proposal request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the "Proposer Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
16. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
17. **ORIGINAL PROPOSAL DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

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18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. **PROPOSAL APPROVAL BY LEGISLATIVE BODY.** The proposal awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **ADDENDA.** In the event that it becomes necessary to revise any part of this proposal, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106.
27. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to purchasing@mymorristown.com.

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VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFP with other proposers and has not colluded with any other proposer or parties regarding the RFP whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFP list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this RFP is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT PERSON TITLE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	
STREET ADDRESS:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL:	
DATE:	

**By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

Proposer Initial _____

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EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. **NO EXCEPTIONS ARE TAKEN.**

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

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OVERVIEW

The City of Morristown is seeking proposals from qualified professionals for the purchase and installation of approximately 1,000 linear feet of dog park fencing to be installed at Wayne-Hansard Park. The park is located at 5100 Dearing Road, Morristown TN. The contractor will be responsible for all necessary work, scheduling, materials, equipment, and permits required to complete the project. The fencing should be durable but safe and nontoxic to the dogs. A minimum of four feet double gated entry coral with two (2) four feet gates is required. A ten (10) foot gate for maintenance equipment access is required. The fencing alignment is depicted in the attached drawings. The City will provide the maintenance of the fence and make any repairs as needed for the service life of the fence.

A mandatory pre-bid meeting will be held on Tuesday, May 14, 2019 at 2:00 P.M. in the Training Room on the first floor located at the City of Morristown. A site visit will be offered following the pre-bid meeting.

WARRANTY

The fencing system provided shall have a manufacturer's material warranty for the electro-coated surfaces against cracking, peeling, chipping, blistering, or corroding for a period of 10 years following the date of the City acceptance of the project. All work performed on this project shall be fully guaranteed against defects in workmanship for a period of 1-year following the date of the City acceptance. The contractor shall be notified of any defect or non-conformance by the City of Morristown. The contractor shall be required to correct or replace the defect or deficiency at no cost to the City and corrective measures and/or replacements will be subject to all provisions as the work originally performed. If the proposer fails or refuses to replace or correct, the City may have the defect or deficiency corrected or replaced from another source and charge the contractor the cost associated.

Note: Damages as a result of vandalism are exempt from this guarantee.

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SCOPE OF SERVICES

The proposer shall provide and install approximately 1,000 linear feet of fencing. The services proposed shall consist of providing the following:

1. Fence specifications are as follows:

- 4' x 11.5ga wire
- 4' x 9ga wire
- All framework to be CS40, SS40, or SCH40
- 2 ½" x 6 terminals
- 3" x 7' terminals on gates 6' and larger
- 2" x 6' line posts
- 1 5/8" x 21' top rail with steel sleeve
- 1 5/8" gate frames
- Pressed steel fittings
- 9ga tension wire
- Alum hog rings
- 9ga fence ties

Large Fence Area: 2 – 4' x 4' walk gates
1 – 4' x 10' single gate

Small Fence Area: 2 – 4' x 4' walk gates
1 – 4' x 8' single gate

2. Proposers shall supply and install incidentals required to install the fabric. The incidentals shall include all components required, such as gates, tension bands, brace bands, rail end sockets, loop caps, ties and miscellaneous hardware and all must be black vinyl coated.
3. The proposer shall provide all labor, supervision, tools and equipment necessary for performing and completing the work requested.
4. A site visit will be required immediately following the pre-RFP meeting on Tuesday, May 14, 2019 or the proposer may schedule a visit prior to the meeting. Please contact Ashley Ahl, Purchasing Assistant, via email at purchasing@mymorristown.com if you wish to schedule a site visit prior to the pre-RFP meeting.
5. Proposer awarded this work is to provide a work schedule for the project at least five (5) business days prior to work commencement date. Work scheduling will be determined by a City site representative.
6. All work is to be performed in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and procedures, as well as all building, electrical and safety codes.
7. The awarded proposer shall maintain a clean worksite. At the completion of each workday, the contractor shall remove all debris and trash from the worksite, at no cost to the City of

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Morristown. The contractor shall not use any City trash containers for disposing of debris of any kind.

8. The awarded proposer shall furnish all signs, cones, barricades, tape or other barriers as necessary at the worksite to protect people from harm or injury; and shall protect all completed and partially completed areas from damage until all work is accepted by the City. The finished project shall not be accepted nor paid for until inspected and accepted by an authorized representative from the City.
9. The City will not be responsible for any contractors damaged tools or materials. The awarded proposer is responsible for any damages to City property and/or associated structures resulting from the contractor's actions. Any damages shall be repaired at the contractor's expense to the satisfaction of the City of Morristown.
10. The awarded proposer explicitly undertakes the responsibility to take every precaution at all times for the protection of persons and property, including City and City employee's personal property if in the work area.
11. The awarded proposer shall enforce strict discipline and good order among workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned to him/her.
12. The awarded proposer must comply with OSHA standards 29 CFR as general industry employers. Additionally, construction contractors must comply with OSHA standards 29 CFR 1926.

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STATEMENT OF QUALIFICATIONS

Proposer Qualifications:

1. The proposer shall provide assurance that a supervisor is available to monitor the program and certify that scheduling and staff requirements are being met. Please detail your level of availability.
2. Proposer shall adhere to fully all of the time estimates and scheduling detailed in the proposal.
3. Proposer shall certify that a site visit has been conducted.
4. Proposer shall provide in detail their experience to include three (3) listed references.
5. Proposer is responsible for all licenses and permits required and shall be responsible for any and all associated costs.
6. Selected proposer will name the City of Morristown as an additional insured in the amount of \$1 million with proof of workers compensation of at least \$500,000 and maintain such insurance for the duration of contract. Proof of insurance shall be verified before contract approval.

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SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial abilities of the proposer. Proposals shall be prepared at the proposer's discretion; however, all proposals should be structured to include the following criteria.

1. Statement of Qualifications (Point Value: 30 points)

Describe your experience and all qualifications applicable to the requirements listed above. Values will be based on the proposer's experience and qualifications of the individuals that will be working directly with the City of Morristown. Please include your organizational chart that specifically identifies the individuals that will be working directly with the City of Morristown to provide the requested services.

2. Availability (Point Value: 25 points)

Please detail the availability of a supervisor to monitor the program as well as staffs' ability to meet time estimates and adhere to scheduling. Proposer must be able to adhere to the City of Morristown's schedule and provide all staff needed for sessions.

3. References (Point Value: 15)

At least three (3) client references in total should be provided. Please include contact information for all references submitted.

4. Compensation (Point Value: 30 Points)

Pricing for each item is requested. The price shall encompass all fees associated with delivering and planting the trees.

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LARGE FENCE AREA COMPENSATION

Quantity Needed	Product	Description	Cost per Item	Total
14 Roll	Fabric	4 feet x 11.5 gauge	\$	\$
14 Roll	Fabric	4 feet x 9 gauge	\$	\$
22	Terminal	2 ½ schedule 40 x 6	\$	\$
1	Terminal	3 schedule 40 x 7	\$	\$
57	Line	2 inch schedule 40 x 6	\$	\$
33 JTS	Top/Mid Rail	1 5/8 x SCH40 x 21 feet	\$	\$
23	Dome Cap	2 ½ inch	\$	\$
57	Loop Cap	2 inch x 1 5/8 ps	\$	\$
108	Tension Band	2 ½ inch	\$	\$
3	Tension Band	3 inch	\$	\$
80	Brace Band	2 ½ inch	\$	\$
2	Brace Band	3 inch	\$	\$
36	Tension Bar	48 inch	\$	\$
36	Rail End	1 5/8 inch ps	\$	\$
2 Boxes	Nuts and Bolts	5/16 inch x 1 ¼ inch	\$	\$
7 Bags	Ties	9 Gauge Long	\$	\$
2	Gate	4 feet x 4 foot walk gate (1 5/8 inch frame)	\$	\$
1	Gate	4 feet x 10 single gate (1 5/8 inch frame)	\$	\$
1	Gate Hardware	3 inch x 1 5/8 inch walk gate kit	\$	\$
2	Gate Hardware	2 ½ Inch x 1 5/8 inch walk gate kit	\$	\$
700 +	Tension Wire	9 guage	\$	\$
		1 5/8 Toprail Sleeves	\$	\$
			TOTAL	\$

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SMALL FENCE AREA COMPENSATION

Quantity Needed	Product	Description	Cost per Item	Total
5 Rolls	Fabric	4 feet x 11.5 guage	\$	\$
5 Rolls	Fabric	4 feet x 9 gauge	\$	\$
13	Terminal	2 ½ schedule 40 x 6 foot	\$	\$
20	Line	2 inch schedule 40 x 6 foot	\$	\$
13 JTS	Top/Mid Rail	1 5/8 x SCH40 x 21 feet	\$	\$
13	Dome Cap	2 ½ inch	\$	\$
20	Loop Cap	2 inch x 1 5/8 inch	\$	\$
60	Tension Band	2 ½ inch	\$	\$
30	Brace Band	2 ½ inch	\$	\$
20	Tension Bar	48 inch	\$	\$
20	Rail End	1 5/8 inch ps	\$	\$
1 Box	Nuts and Bolts	5/16 inch x 1 ¼ inch	\$	\$
3 Bags	Ties	9 gauge long	\$	\$
2	Gate	4 feet x 4 feet walk gate (1 5/8 inch frame)	\$	\$
1	Gate	4 foot x 8 foot single (1 5/8 inch frame)	\$	\$
2	Gate Hardware	2 ½ inch x 1 5/8 inch walk gate kit	\$	\$
270 +	Tension Wire	9 gauge	\$	\$
1	Terminal	3 inch SCH40 x 7 feet	\$	\$
1	Gate Hardware	3 inch x 1 5/8 inch walk gate kit	\$	\$
			TOTAL	\$

Total Cost of Large and Small Area Combined: \$ _____

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Additional Fees/Explanation of Additional Fees:

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THE CITY OF MORRISTOWN, TENNESSEE
COMPANY/CONTRACTOR AFFIDAVIT FORM
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the RFP. Failure of this properly executed document to be included with the proposal shall render the proposal as incomplete and void.

COMPANY NAME _____

NAME (PRINT) _____ PHONE _____

TITLE _____ FAX _____

SIGNATURE _____ DATE _____

.....
(TO BE COMPLETED BY NOTARY)

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this day of _____, 20__

Notary Public

My commission expires: _____

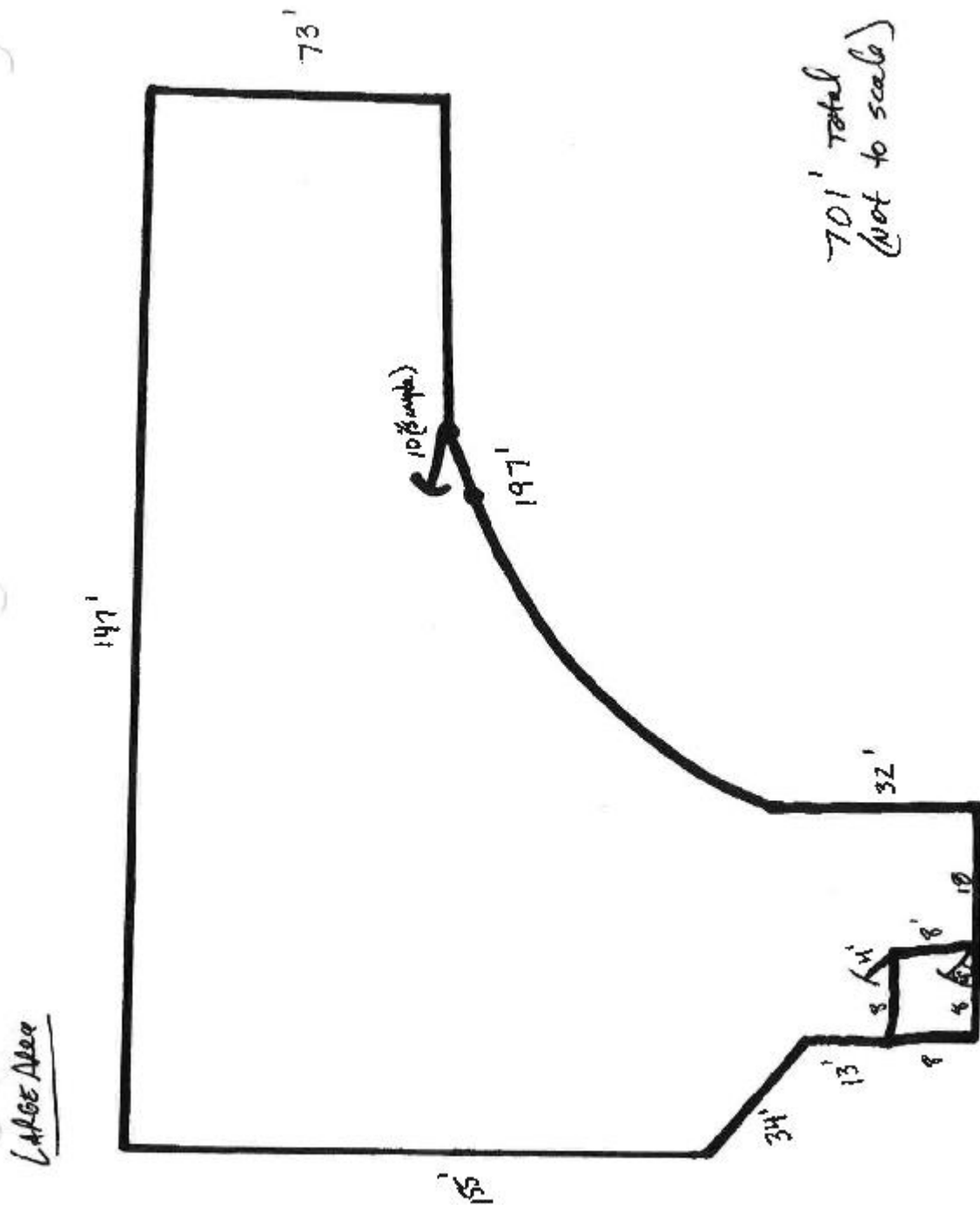
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Wayne Hansard Park
Proposed Dog Park Area



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